1956. Amending Resolution No. 100-2014, authorizing transfer of surplus County flat panel monitors. (Stern) EDUCATION AND INFORMATION TECHNOLOGY

1957. Making a SEQRA determination in connection with the proposed 2015 Vector Control Plan of Work. (Pres. Off.) ENVIRONMENT, PLANNING AND AGRICULTURE

1958. Authorizing execution of an agreement by the Administrative Head of SCSD No. 3 – Southwest with LIRR Wyandanch parking facility (1477.1-008). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1959. To readjust, compromise, and grant refunds and chargebacks on correction or errors/County Treasurer By: County Legislature No. 416. (Co. Exec.) BUDGET AND FINANCE

1960. Appropriating funds in connection with Median Improvements on Various County Roads (CP 5001). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1961. Amending the 2014 Capital Budget and Program and appropriating funds in connection with Strengthening and Improving County Roads (CP 5014). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1962. Appropriating funds in connection with Improvements to Environmental Recharge Basins (CP 5072). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1963. Appropriating funds in connection with Dredging of County Waters at Various Locations (CP 5200). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1964. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Aslam Chaudhry (SCTM No. 0500-290.00-01.00-002.000). (Co. Exec.) WAYS & MEANS

1965. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Friendship Beach Land, Inc. (SCTM No. 0209-025.00-02.00-029.000). (Co. Exec.) WAYS & MEANS

1966. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Harold Firestein and Judith Firestein (SCTM No. 0100-191.00-02.00-022.000). (Co. Exec.) WAYS & MEANS

1967. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act North Babylon Properties, LLC (SCTM No. 0100-113.00-03.00-074.000). (Co. Exec.) WAYS & MEANS

1968. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Rafael Fernandez (SCTM No. 0200-589.00-02.00-005.001). (Co. Exec.) WAYS & MEANS

1969. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Roberta L. Perry (SCTM No. 0100-066.00-02.00-050.000). (Co. Exec.) WAYS & MEANS

1970. Accepting and appropriating 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $900,000 for the "State Homeland Security Program (SHSP) FY2014" administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1971. Authorizing an appraisal for the purchase of Development Rights of Farmland under the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007 – Meyer's Plant and Produce Farm property – Town of Riverhead (SCTM No. 0600-098.00-01.00-005.000 p/o). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1972. Accepting and appropriating a grant providing 100% support, in the amount of $247,973, from the New York City Police Department in conjunction with the Federally Sponsored Securing the Cities Program, and amending the 2014 Capital Budget and Program in connection with the purchase of marine and helicopter equipment (CP 3513). (Co. Exec.) PUBLIC SAFETY

1973. Appropriating funds in connection with assessment of Information System and Equipment for Public Works (CP 5060). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1974. Appropriating funds in connection with Application and Removal of Lane Markings (CP 5037). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1975. Appropriating funds in connection with Safety Improvements at Various Intersections (CP 3301). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1976. Accepting and appropriating federal funding in the amount of $45,000 from the Department of Homeland Security, United States Immigration and Customs Enforcement (ICE), for the Suffolk County Police Department's participation in the ICE El Dorado Task Force with 77.55% support. (Co. Exec.) PUBLIC SAFETY

1977. Accepting and appropriating 100% federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $2,652,733 for the "Urban Area Security Initiative (UASI) FY2014" administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1978. Accepting and appropriating federal funding in the amount of $17,375 from the United States Department of Justice, Federal Bureau of Investigation, for the Suffolk County Police Department's participation in the FBI Joint Terrorism Task Force with 77.55% support. (Co. Exec.) PUBLIC SAFETY

1979. Accepting and appropriating federal funding in the amount of $17,375 from the United States Department of Justice, Drug Enforcement Administration, for the Suffolk County Police Department's participation in the DEA Long Island Task Force with 77.55% support. (Co. Exec.) PUBLIC SAFETY

1980. Accepting and appropriating federal funding in the amount of $17,375 from the United States Department of Justice, Federal Bureau of Investigation, for the Suffolk County Police Department's participation in the Long Island Cyber Crime Task Force (LICCTF) with 77.55% support. (Co. Exec.) PUBLIC SAFETY

1981. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Christy Renee Tolbert (SCTM No. 0100-083.00-04.00-036.000). (Co. Exec.) WAYS & MEANS

1982. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Chris Blissett Executor of the Estate of Clarence T. Jolley (SCTM No. 0100-093.00-01.00-047.001). (Co. Exec.) WAYS & MEANS

1983. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Joseph Gentile (SCTM No. 0400-273.00-03.00-028.000). (Co. Exec.) WAYS & MEANS

1984. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Joseph Gentile and Cathy Moriarity-Gentile (SCTM No. 0100-015.00-04.00-001.000). (Co. Exec.) WAYS & MEANS

1985. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Joslyn W. Rogers (SCTM No. 0500-111.00-03.00-010.000). (Co. Exec.) WAYS & MEANS

1986. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act The New Beginning Church, Inc. (SCTM No. 0100-078.00-02.00-004.000). (Co. Exec.) WAYS & MEANS

1987. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Tina R. Newsome (SCTM No. 0500-274.00-01.00-104.000). (Co. Exec.) WAYS & MEANS

1988. Authorizing use of County facilities by WALK-FM in connection with providing space near the County's Emergency Operations Center (EOC) as an auxiliary broadcasting location during periods of declared, local emergency. (Co. Exec.) PUBLIC SAFETY

1989. Authorizing the filing of a grant application for Federal Fiscal Year 2013 Section 5339 Bus and Bus Facilities funds to purchase paratransit vehicles for the Suffolk County Accessible Transportation Program. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1990. Authorizing the purchase of up to 44 paratransit vans for the Suffolk County Accessible Transportation Program and accepting and appropriating Federal and State Aid and County funds (CP 5658). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1991. Amending Resolution No. 1268-2010, amending the map of the County road system to remove County System Road No. 38, North Sea Road-Noyac Road (from a point located approximately 500+ Feet North of Millstone Brook Road, northerly and easterly ending at the westerly boundary of the Village of Sag Harbor) and authorizing the County Executive to execute an agreement with the Town of Southampton transferring ownership and maintenance of said roadway to the Town of Southampton. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1992. Amending Resolution No. 1037-2010, amending the map of the County road system to remove a portion of CR 19, Patchogue-Holbrook Road (West Avenue) and authorizing the County Executive to execute an agreement with the Village of Patchogue transferring ownership and maintenance of said roadway to the Village of Patchogue. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1993. Accepting and appropriating 100% grant funding in the amount of $175,000 from the United States Department of Agriculture Food and Nutrition Service to the Suffolk County Department of Social Services for the Supplemental Nutrition Assistance Program Process and Technology Improvement Grant. (Co. Exec.) HUMAN SERVICES

1994. Amending the 2014 Capital Budget and Program and appropriating funds in connection with the Purchase of Protective Gear for Fire, Rescue and Emergency Services (CP 3518). (Co. Exec.)

1995. Providing notice of wireless technology on County property. (Spencer) EDUCATION AND INFORMATION TECHNOLOGY

1996. Adopting Local Law No. -2014, A Local Law to amend the County's Human Rights Laws to further protect victims of domestic violence. (Spencer) PUBLIC SAFETY

1997. Directing the Board of Elections to post referendum propositions online. (Cilmi) WAYS & MEANS

1998. Reappointing Elizabeth Jean Cambria as a member of the Suffolk County Vanderbilt Museum Commission (Trustee No. 6). (Spencer) PARKS & RECREATION

1999. Reappointing Jack DeMasi as a member of the Suffolk County Vanderbilt Museum Commission (Trustee No. 14). (Spencer) PARKS & RECREATION

2000. Reappointing Michael Mule as a member of the Suffolk County Vanderbilt Museum Commission (Trustee No. 7). (Spencer) PARKS & RECREATION

2001. Approving the appointment of Robin G. Mayr, LMSW to the Suffolk County Disabilities Advisory Board - Group D. (Cilmi) HEALTH

2002. Authorizing the renewal of the lease of premises located in the Town of Islip, NY for use by Suffolk County District Attorney's Office. (Co. Exec.) WAYS & MEANS

2003. Approving a settlement agreement to a class action relating to the right to counsel of indigent defendants. (Co. Exec.) WAYS & MEANS

2004. Accepting and appropriating a grant in the amount of $198,900 in federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the 2014 Bomb Squad Initiative Program with 100% support. (Co. Exec.) PUBLIC SAFETY

2005. Accepting and appropriating a grant in the amount of $133,825 in federal pass-through funding from the State of New York Governor's Traffic Safety Committee to enforce motor vehicle passenger restraint and aggressive and distracted driving regulations with 77.55% support. (Co. Exec.) PUBLIC SAFETY

2006. Accepting 100% Federal grant funds from the United States Environmental Protection Agency passed through the New York State Department of Environmental Conservation to the Department of Health Services for the State Pollutant Discharge Elimination System (SPDES) Water Quality Management Planning Program and authorizing the County Executive to execute any related agreements. (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

2007. Accepting and appropriating a grant award from the New York State Department of Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant, to establish a new entry level manufacturing training course 89% reimbursed by State funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND INFORMATION TECHNOLOGY

2008. Accepting and appropriating a grant award from the U. S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), for participation in a Behavioral Health Workforce Education and Training Grant Program 100% reimbursed by Federal funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND INFORMATION TECHNOLOGY

2009. Accepting and appropriating a grant in the amount of $299,526 from the New York State Office of Indigent Legal Services under the Upstate Quality Improvement and Caseload Reduction Project for improvement to Indigent Legal Services provided by Suffolk County through the Legal Aid Society of Suffolk County and the Suffolk County Bar Association assigned Counsel Defender Plan with 100% support. (Co. Exec.) WAYS & MEANS

2010. Accepting and appropriating a grant in the amount of $2,106,258 from the New York State Office of Indigent Legal Services, to improve the quality of services provided under Article 18-B of the County Law by the Legal Aid Society of Suffolk County and the Suffolk County Bar Association Assigned Counsel Defender Plan with 100% support. (Co. Exec.) WAYS & MEANS

2011. Accepting and appropriating a grant in the amount of $1,500,000 from the New York State Energy Research and Development Authority's 'Cleaner Greener Communities Phase II Implementation Grants' to fund Bus Rapid Transit (BRT) Development and amending the 2014 Capital Budget and Program in connection with the connect Long Island - CR 97, Nicolls Road (CP 5597). (Co. Exec.) ECONOMIC DEVELOPMENT

2012. Adopting Local Law No. -2014, A Charter Law to strengthen the County's Water Quality Protection Program. (Schneiderman) ENVIRONMENT, PLANNING AND AGRICULTURE

2013. Authorizing a License Agreement for the use, improvements and upkeep of Long House at Montauk County Park with Cornell Cooperative Extension of Suffolk County. (Schneiderman) PARKS & RECREATION

2014. Reappoint Member to the Suffolk County Board of Trustees of Parks, Recreation, and Conservation (Kathleen Gooding). (Schneiderman) PARKS & RECREATION

1956

Intro. Res. No. -2014
Introduced by Legislator Stern

Laid on Table 11/5/14

RESOLUTION NO. -2014, AMENDING RESOLUTION NO. 100-2014, AUTHORIZING TRANSFER OF SURPLUS COUNTY FLAT PANEL MONITORS

WHEREAS, Resolution No. 100-2014 authorized the transfer of surplus county flat screen monitors to Half Hollow Hills High School West Robotics Club; and

WHEREAS, the Robotics Club cannot use or store the monitors; and

WHEREAS, Resolution No. 100-2014 needs to be amended to authorize Long Island Head Start to receive the surplus flat panel monitors; now, therefore be it

1st **RESOLVED**, that 1st RESOLVED clause of Resolution No. 100-2014 is amended as follows

1st **RESOLVED**, that the Suffolk County Department of Information Technology is hereby authorized, empowered, and directed, to transfer the following surplus equipment to the following organization, for use within its facilities for nominal consideration:

TO:	**SERIAL NO.:**
[Half Hollow Hills High School West Robotics Club]	CNOUW042648083P59UL
[375 Wolf Hill Road]	CNOUW04264180835ABL
[Dix Hills, NY 11746]	CNOUW0426418083P0MOU
[Contact Person: Julian Aptowitz]	CNOUW0426418083P4UDL
[631-592-3200]	

Long Island Head Start
Long Island Child and Family Development Services, Inc.
98 Austin Street
Patchogue, NY 11772
Contact Person: Debrah Garcia
631-758-5200

and be it further

2nd **RESOLVED**, that all other terms and conditions of Resolution No. 100-2014 shall remain in full effect; and be it further

3rd **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.

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\res\r-amend-reso-100-2014-long-island-head-start

1957

Intro. Res. No. -2014 Laid on Table 11/5/14

Introduced by the Presiding Officer

RESOLUTION NO. -2014, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED 2015 VECTOR CONTROL PLAN OF WORK

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed 2015 Vector Control Plan of Work", pursuant to Section 6 of Local Law No. 22-1985, which project involves the implementation of the 2015 Vector Control Annual Plan of Work by the Suffolk County Department of Public Works, Division of Vector Control, to control mosquito infestations that significantly threaten public health or create social or economic problems to the communities in which they occur. To achieve this goal, the Division employs an integrated control program. Control measures are employed in a hierarchical manner that emphasizes prevention. Control first proceeds from surveillance and more permanent "environmentally friendly" measures such as water management and biological control, then through the highly specific larvicides and finally, by the use of chemicals such as adulticides only after other measures prove to be either insufficient or not feasible. This integrated approach is recognized as the most effective and environmentally sound manner in which to conduct a mosquito control program. Only pesticides that are federally and NYS registered and approved for mosquito control will be used. All machine work within existing mosquito ditches for the purpose of eliminating mosquito breeding areas that involves BMPs 4 and above will be reviewed by the Suffolk County Office of Ecology within the Department of Health Services, the Council on Environmental Quality and the Department of Economic Development and Planning and approved by the N.Y.S.D.E.C. in order to minimize environmental impacts on wetlands; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works, Division of Vector Control; and

WHEREAS, at its October 15, 2014 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works, Division of Vector Control, in connection with this project; and

WHEREAS, the CEQ recommended that the proposed 2015 Vector Control Annual Plan of Work be carried out in conformance with the conditions and thresholds established for such actions as set forth in the Suffolk County Vector Control & Wetlands Management Long Term Plan Final Generic Environmental Impact Statement (FGEIS) and associated Finding Statement as adopted by Suffolk County; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated October 15, 2014 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, Suffolk County Resolution No. 285-2007 adopted the Suffolk County Vector Control and Wetlands Management Long Term Plan and State Environmental Quality Review Acting Findings Statement for the Final Generic Environmental Impact Statement; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st **RESOLVED**, that based on the information received, the Council recommended to the Suffolk County Legislature and County Executive, pursuant to Chapter 279 of the Suffolk County Code, that the proposed 2015 Vector Control Annual Plan of Work be carried out in conformance with the conditions and thresholds established for such actions as set forth in the Suffolk County Vector Control & Wetlands Management Long Term Plan Final Generic Environmental Impact Statement (FGEIS) and associated Finding Statement as adopted by Suffolk County. Therefore, no further SEQR compliance is required pursuant to Title 6 NYCRR Part 617.10(d)(1); and be it further

2nd **RESOLVED**, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

3rd **RESOLVED**, that in accordance with Section C1-4(A)(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\s-vector-control-plan-of-work

1958

Intro Res. No. -2014 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, AUTHORIZING EXECUTION OF AN AGREEMENT BY THE ADMINISTRATIVE HEAD OF SCSD NO. 3 – SOUTHWEST WITH LIRR WYANDANCH PARKING FACILITY (1477.1-008)

WHEREAS, the LIRR Wyandanch Parking Facility is a newly constructed parking garage and maintenance office, outside the boundary of Suffolk County Sewer District No. 3 – Southwest; and

WHEREAS, a sewer collection system has been constructed along the Wyandanch Commercial Corridor which will connect to the Southwest Sewer District via the collection system, and

WHEREAS, the MTA/LIRR, has petitioned and requested the Administrative Head of the District for permission to discharge Thirty-Six gallons per day (36 GPD) of wastewater, and

WHEREAS, it has been determined by the Administrative Head of the District that the District has wastewater treatment capacity (Thirty-Six gallons per day) in excess of its own needs; and

WHEREAS, the connection is subject to the approval of the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, the proposed flow has received the approval of the Suffolk County Sewer Agency (Resolution 31-2014) and pursuant to the Connection Agreement for the construction and connection of the sewer system in the Wyandanch Commercial Corridor, connections made from designated parcels to the sewer system during the first five years after its completion would be charged no connection fee (Local Law 11-2010), and the subject parcel is one of the designated parcels, and

WHEREAS, it will be in the environmental interest of all of Suffolk County, for the connection to be made; now therefore be it

1st RESOLVED, that pursuant Local Law 11-2010, (RESOLUTION NO. 229 -2010, ADOPTING LOCAL LAW NO. 11 -2010, A LOCAL LAW AMENDING CHAPTER 424 (SEWERS) TO WAIVE SEWER CONNECTION FEES FOR ECONOMIC REVITALIZATION IN URBAN RENEWAL AREAS) the connection fee for this project is waived as it meets the established criteria, now, therefore, be it further

2nd RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is a Type II Action, and requires no further action, now, therefore, be it further

3rd RESOLVED, that the Administrative Head of the District be and hereby is authorized, directed and empowered to enter into contracts and agreements with the developer upon such terms and conditions as he may deem necessary relating to connections to the District of lands adjacent to Suffolk County Sewer District No. 3 – Southwest and that they be required to post a surety bond or bonds and deposit cash or securities with the County Treasurer in those instances that the Administrative Head deems necessary to ensure performance of such agreements and contracts.

4th RESOLVED, that the County Department of Public Works is hereby authorized, empowered, and directed to take such action as may be Necessary, pursuant to section C8-2(L&M) of the Suffolk County Charter.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval:

1958

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. **Type of Legislation**

Resolution X Local Law _____ Charter Law _____

2. **Title of Proposed Legislation**

RESOLUTION NO. -2014, AUTHORIZING EXECUTION OF AN AGREEMENT BY THE ADMINISTRATIVE HEAD OF SCSD NO. 3 – SOUTHWEST WITH THE LIRR WYANDANCH PARKING FACILITY (1477.1-008),

3. **Purpose of Proposed Legislation**

To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No.3 - Southwest with the the LIRR Wyandanch Parking Facility (1477.1-008), seeking permission to discharge 36 GPD.

4. **Will the Proposed Legislation Have a Fiscal Impact?** Yes_____ No X

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

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

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

Pursuant to the agreement for the construction and connection of the main in the Wyandanch Commercial Corridor and Local Law 11-2011, connections made from designated parcels to the main during the first five years after its completion would be charged no connection fee, and the subject parcel is one of the designated parcels. (Wyandanch Rising)

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

NA

8. **Proposed Source of Funding**

NA

9. **Timing of Impact**

NA

10. **Typed Name & Title of Preparer**	11. **Signature of Preparer**	12. **Date**
Craig A Platt, Assistant Director Sewer District Activation	Craig A. Platt	September 24, 2014

SCIN FORM 175b (10/95)

Debra Kolyer
Principal Financial Analyst 10/23/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1958

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1958

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A BERDOLT
DEPUTY COMMISSIONER

2014 Intergovernmental Relations Memorandum of Support

Title of Bill:

RESOLUTION NO. -2014, AUTHORIZING EXECUTION OF AN AGREEMENT BY THE ADMINISTRATIVE HEAD OF SCSD NO. 3 - SOUTHWEST WITH
LIRR WYANDANCH PARKING FACILITY(1477.1-008)

Purpose or General Idea of Bill:

To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No.3 - Southwest with the LIRR Wyandanch Parking Facility (1477.1-008), seeking permission to discharge 36 GPD.

(Wyandanch Rising)

Summary of Specific Provisions:

Allow the connection of the project to SCSD #3 - Southwest via the Wyandanch Commercial Corridor sewer collection system.

Justification:

Economic and environmental benefit

Fiscal Implications:

None

SCDPW Project: LIRR Wyandanch Parking Facility **Project No.:** 1477.1-008

1958

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

To: Jon Schneider, Deputy County Executive

From: Gilbert Anderson, P.E., Commissioner, SCDPW

Date: September 24, 2014

Subject: **RESOLUTION NO. -2014, AUTHORIZING EXECUTION OF AN AGREEMENT, PURSUANT TO LOCAL LAW 11-2010, BY THE ADMINISTRATIVE HEAD OF SCSD NO. 3 - SOUTHWEST WITH THE LIRR WYANDANCH PARKING FACILITY (1477.1-008) (WYANDANCH RISING)**

Attached is a draft resolution filed as **Reso DPW SA 31-2014 LIRR Wyandanch Parking Facility (1477.1-008)** and appropriate forms with the backup filed as **Backup-Reso DPW SA 31-2014 LIRR Wyandanch Parking Facility (1477.1-008) SCIN 175A**. This is a resolution authorizing the execution of a connection agreement by the Administrative Head of Suffolk County SCSD No. 3 – Southwest with the LIRR Wyandanch Parking Facility (1477.1-008) (Wyandanch Rising).

Project Facts:

Type/units:	LIRR Parking with maintenance office	Flow:	36 GPD
Area:	2.3±	SEQRA:	NA
SCTM #:	0100-04000-0200-014002	Groundwater Zone:	I
SCSD:	No. 3 – Southwest – Wyandanch Rising	Legislative District:	16th

GA:JD:cap

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
John Donovan, P.E., SCDPW
Janice McGovern, P.E., SCDPW
Chuck Jaquin, SCDPW
Robert A. Braun, Esq., SCDOL
Debra Kolyer, CE Office
Nick Paglia, Assistant Executive Analyst
Elizabeth Duffy, SCDPW
CE Reso Review
Craig A. Platt, Secretary, SCSA

Intro Res. No. 1959-14 Laid on Table 11/5/14
Introduced by Presiding Officer on the Request of the County Executive

RESOLUTION NO. TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGEBACKS ON CORRECTION OR ERRORS/COUNTY TREASURER BY: COUNTY LEGISLATURE #416

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments and grant refunds of taxes, in the case of erroneous or improper assessments, pursuant to the provisions of the Real Property Tax Law and the Suffolk County Tax Act, and

WHEREAS, the properties represented by the item numbers or tax map numbers indicated below have been erroneously or improperly assessed as appears from the certificates of Assessors of the respective towns in which said properties are situated as described below and the procedures as provided in the Real Property Tax Law have been fully complied with, now, therefore, be it

RESOLVED, that the taxes for the properties represented by the item numbers or tax map numbers as shown for the year or years specified be readjusted or refunded in full or in part in the amount set opposite each such parcel as hereinafter indicated, and

BE IT FURTHER RESOLVED that the amount of such adjustment or refund be charged back to the respective town as provided by law.

Description	Year	Original Tax	Corrected Tax	Chargeback or Refund, if paid
ISLIP:				
0500-215.00-01.00-029.024	**2011/12**	**$34,821.00**	**0.00**	**$34,821.00**

Dated:

Approved By:

_____

Suffolk County Executive

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   ResolutionXXX Local Law Charter Law

2. Title of Proposed Legislation
   To readjust, compromise and grant refunds and charge backs on Correction of Errors/County Treasurer By: County Treasurer

3. Purpose of Proposed Legislation
   To cancel or adjust taxes and make refunds and charge backs due to erroneous or improper assessments.

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

5. If the answer to item 5 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
   In the case of refunds, the County will initially refund the amount of the incorrect tax. Approximately 81% of the refunded amount will be charged back to the Town to be added to the subsequent year's tax warrant. The remainder will be a County charge. If the original tax is unpaid, the same procedure would apply, however, no County monies would be refunded and it will be charged back to the Town within twelve to eighteen months.

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

8. Proposed Source of Funding
   To be refunded from the County General Fund

9. Timing of Impact
   Variable

10. Typed Name & Title of Preparer — 11. Signature of Preparer — 12. Date

Angie M. Carpenter
County Treasurer

Angie M. Carpenter 9/30/14

1960

Intro. Res. No. - 2014 Laid on the Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH MEDIAN IMPROVEMENTS ON VARIOUS COUNTY ROADS (CP 5001)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Median Improvements on Various County Roads; 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 $250,000 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) (1), of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes maintenance or repair involving no substantial changes in an existing structure or facility, 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 fifty-one (51) 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 Median Improvements on Various County roads, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $250,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5001.317 (Fund 001 Debt Service)	50	Median Improvements on Various County Roads	$250,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1960

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH MEDIAN IMPROVEMENTS ON VARIOUS COUNTY ROADS (CP 5001)

3. Purpose of Proposed Legislation

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS 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

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2014 AND 2015. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2016 OPERATING BUDGET. ATTACHED CAT BASED ON 2014 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 20, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1960

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, 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

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1960

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1960

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$22,094**	**$0.04**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$22,094**	**$0.04**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1960

Term of Bonds	15
Amount to Bond:	$250,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	$12,718.99	$9,375.00	$22,093.99	$22,093.99
			$4,449.02	$4,449.02	
5/1/2017	3.000%	$13,195.95	$4,449.02	$17,644.97	$22,093.99
			$4,201.59	$4,201.59	
5/1/2018	3.000%	$13,690.80	$4,201.59	$17,892.39	$22,093.99
			$3,944.89	$3,944.89	
5/1/2019	4.000%	$14,204.20	$3,944.89	$18,149.09	$22,093.99
			$3,678.56	$3,678.56	
5/1/2020	4.000%	$14,736.86	$3,678.56	$18,415.42	$22,093.99
			$3,402.25	$3,402.25	
5/1/2021	4.000%	$15,289.49	$3,402.25	$18,691.74	$22,093.99
			$3,115.57	$3,115.57	
5/1/2022	4.000%	$15,862.85	$3,115.57	$18,978.42	$22,093.99
			$2,818.14	$2,818.14	
5/1/2023	4.000%	$16,457.70	$2,818.14	$19,275.84	$22,093.99
			$2,509.56	$2,509.56	
5/1/2024	4.000%	$17,074.87	$2,509.56	$19,584.43	$22,093.99
			$2,189.41	$2,189.41	
5/1/2025	4.000%	$17,715.18	$2,189.41	$19,904.58	$22,093.99
			$1,857.25	$1,857.25	
5/1/2026	4.000%	$18,379.49	$1,857.25	$20,236.74	$22,093.99
			$1,512.63	$1,512.63	
5/1/2027	4.000%	$19,068.73	$1,512.63	$20,581.36	$22,093.99
			$1,155.09	$1,155.09	
5/1/2028	4.000%	$19,783.80	$1,155.09	$20,938.89	$22,093.99
			$784.15	$784.15	
5/1/2029	4.125%	$20,525.69	$784.15	$21,309.84	$22,093.99
			$399.29	$399.29	
5/1/2030	4.125%	$21,295.41	$399.29	$21,694.70	$22,093.99
5/1/2031		$250,000.00	$81,409.79	$331,409.79	$331,409.79
5/1/2032					
5/1/2033					

1960

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with Median Improvements on Various County Roads (CP 5001)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for the installation and/or modification of raised curbed medians (including landscaping) on various County roads.

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project, there are no offsets needed.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to issue work orders that will provide safety improvements by improving roadway intersection operations.

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

1960

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: October 1, 2014

RE: Appropriating Funds in Connection with Median Improvements on Various County Roads (CP 5001)

Attached is a draft resolution to appropriate the sum of $250,000 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 project will improve roadway intersection operation and safety by installing and/or modifying raised curbed medians (including landscaping) on various County roads. The locations proposed for improvement under this capital project include, but are not limited to, locations along CR 99, Woodside Avenue in the vicinity of Station Road and CR 51, Moriches-Riverhead Road from the vicinity of CR 80, Montauk Highway to the vicinity of CR 94, Nugent Drive. ***It may be necessary to add and/or substitute other locations and/or revise limits of work due to seasonal limitations, changes in priorities or other requirements to be determined by this Department.***

The Suffolk County Council on Environmental Quality has reviewed projects of this nature and have determined that they constitute a Type II action and no further review is required.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5001(Medians).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

1961

Intro. Res. No. - 2014 Laid on the Table 11/5/14

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 STRENGTHENING AND IMPROVING COUNTY ROADS (CP 5014)

WHEREAS, due to extreme winter weather over the last few years, the Commissioner of Public Works has requested additional funds for Strengthening and Improving County Roads; and

WHEREAS, sufficient funds are not included in the 2014 Capital Budget and Program to cover the cost of said request for construction and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; 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 professional engineering services associated with the planning, design and construction of this project have been and will be performed by the staff of the Department of Public Works; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,065,000 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) (1) and (4), of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes maintenance or repair involving no substantial changes in an existing structure or facility as well as repaving of existing highways not involving the addition of new travel lanes; since this law is a Type II action, the Legislature has not further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-five (45) 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 Strengthening and Improving County Roads, 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.: 5532
Project Title: Feasibility Study of CR 100, Suffolk Avenue

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
1. Planning & Design	$0	$100,000B	$0
TOTAL	$0	$100,000	$0

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
2. Land Acquisition	$6,605,000	$400,000B	$0
TOTAL	$6,605,000	$400,000	$0

Project No.: 5554
Project Title: Safety Improvements to CR 85, Montauk Highway at Atlantic Avenue

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
2. Land Acquisition	$15,000	$15,000B	$0
TOTAL	$15,000	$15,000	$0

Project No.: 5855
Project Title: CR 16, Horseblock Road over LIRR Bridge Replacement

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
2. Land Acquisition	$25,000	$300,000B	$0
TOTAL	$25,000	$300,000	$0

Project No.: 5001
Project Title: Medians Improvements on Various County Roads

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
3. Construction	$1,825,000	$500,000B	$250,000B
TOTAL	$1,825,000	$500,000	$250,000

Project No.: 5014
Project Title: Strengthening & Improving County Roads

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
3. Construction	$29,150,000	$7,000,000B	$8,065,000B
TOTAL	$29,150,000	$7,000,000	$8,065,000

; and be it further

5th **RESOLVED**, that the proceeds of $1,065,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5014.355 (Fund 001 Debt Service)	50	Strengthening and Improving County Roads	$1,065,000

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1961

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2014, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH STRENGTHENING AND IMPROVING COUNTY ROADS (CP 5014)

3. Purpose of Proposed Legislation

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS 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

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2014 AND 2015. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2016 OPERATING BUDGET. ATTACHED CAT BASED ON 2014 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 20, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1961

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, 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

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1961

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

(961)

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$99,016**	**$0.19**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$99,016**	**$0.19**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1961

Term of Bonds	14
Amount to Bond:	$1,065,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	$59,320.14	$39,695.45	$99,015.60	$99,015.60
			$18,742.22	$18,742.22	
5/1/2017	3.000%	$61,531.16	$18,742.22	$80,273.38	$99,015.60
			$17,595.50	$17,595.50	
5/1/2018	3.000%	$63,824.60	$17,595.50	$81,420.10	$99,015.60
			$16,406.04	$16,406.04	
5/1/2019	4.000%	$66,203.52	$16,406.04	$82,609.56	$99,015.60
			$15,172.25	$15,172.25	
5/1/2020	4.000%	$68,671.10	$15,172.25	$83,843.35	$99,015.60
			$13,892.47	$13,892.47	
5/1/2021	4.000%	$71,230.66	$13,892.47	$85,123.13	$99,015.60
			$12,564.99	$12,564.99	
5/1/2022	4.000%	$73,885.62	$12,564.99	$86,450.61	$99,015.60
			$11,188.03	$11,188.03	
5/1/2023	4.000%	$76,639.54	$11,188.03	$87,827.57	$99,015.60
			$9,759.75	$9,759.75	
5/1/2024	4.000%	$79,496.10	$9,759.75	$89,255.85	$99,015.60
			$8,278.23	$8,278.23	
5/1/2025	4.000%	$82,459.14	$8,278.23	$90,737.37	$99,015.60
			$6,741.49	$6,741.49	
5/1/2026	4.000%	$85,532.62	$6,741.49	$92,274.11	$99,015.60
			$5,147.47	$5,147.47	
5/1/2027	4.000%	$88,720.65	$5,147.47	$93,868.12	$99,015.60
			$3,494.04	$3,494.04	
5/1/2028	4.000%	$92,027.51	$3,494.04	$95,521.55	$99,015.60
			$1,778.98	$1,778.98	
5/1/2029	4.125%	$95,457.63	$1,778.98	$97,236.61	$99,015.60
5/1/2030		$1,065,000.00	$321,218.34	$1,386,218.34	$1,386,218.34
5/1/2031					
5/1/2032					
5/1/2033					

1961

C.P. 5014 STRENGTHENING and IMPROVING COUNTY ROADS 2014			
CR#	**Road / Limits**	**Town**	**Leg District**
2	**Straight Path**		
	Vic of Booker Rd to Long Island Ave	Babylon	15
3	**Pinelawn Rd**		
	LIE to NYS RT 110	Huntington	17
11	**Pulaski Rd**		
	NYS RT 110 to Stony Hollow Rd - Portion of	Huntington	16,17,18
17	**Carleton Ave**		
	Sunburst Blvd to CR 100 Suffolk Ave	Islip	9
	Sunrise Hwy to Fairview Ave	Islip	10
35	**Park Ave**		
	Intersection with CR 66	Huntington	16
39	**North Road**		
	Concrete repair	Southampton	2
46	**William Floyd Pkwy**		
	S/B lane from Beacon St to Essex Circle	Brookhaven	3
	Essexs Circle to LIRR	Brookhaven	3
48	**Middle Rd**		
	Cock Neck Rd - Ramp E/B to Sound Ave	Southold	1
63	**Lake Ave**		
	vic of Pegs Lane to vic of Traffic Circle- Shdl restoration	Southampton	2
67	**Long Island Motor Parkway**		
	NYS RT 231- 1000 ft each side	Huntington	16
	CR 17 to Veterans Memorial Hwy	Islip	9,12
76	**Townline Rd**		
	NYS 347 to vic of Terry Rd	Smithtown / Islip	12
80	**Montauk Hwy**		
	Vic CR 46 to vic of CR 21- a portion of	Brookhaven	3
	Louis Ave to vic of James Hawkins Rd	Brookhaven	3
	Aspatuck Rd to Quantuck Creek	Southampton	2
	Lewis Rd to Old Country Rd- Quogue	Southampton	2
	NYS Rt 24 to LIRR Overpass- Hampton Bays	Southampton	2
86	**Broadway - Greenlawn Rd**		
	CenterShore Rd to NYS RT 25A / High Friction	Huntington	18
93	**Ocean Ave / Rosevale Ave**		
	Veterans Memorial Hwy to CSR 29 Smithtown Ave	Islip	8
101	**Sills Rd**		
	Gazzola Rd to Sunrise Hwy- Mill and Fill	Brookhaven	7
	Sunrise Hwy to CR 16 - Portion of	Brookhaven	3,7

IT MAY BE NECESSARY TO ADD AND / OR SUBSTITUTE OTHER ROADS AND / OR REVISE LIMITS OF WORK DUE TO SEASONAL LIMITATIONS, CHANGES IN PRIORTIES, OR OTHER REQUIREMENTS AS DETERMINED BY THIS DEPARTMENT

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1961

TITLE OF BILL: Amending the 2014 Capital Budget and Program and Appropriating Funds in Connection with Strengthening and Improving County Roads (CP 5014)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for additional funding for the repair and/or resurfacing of roadways as well as related appurtenances such as drainage and curb at localized locations. This will improve both the surface and structural conditions of the road and significantly extend the life of various roadways. Preventive maintenance is necessary to provide safe highways and mitigate future costly reconstruction projects.

SUMMARY OF SPECIFIC PROVISIONS: cessation of CP 5532 (CR13 @ CR100); sufficient funding in CP 5510 (CR3) and 5001 (Medians); design of an alternative that does not include ROW acquisition CP 5855 (CR16 over LIRR) and postponement of CP 5554 (CR85 @ Atlantic) have made $1,065,000 available for use as offsets for this request.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to issue work orders for preventive maintenance.

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

1961

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: October 1, 2014

RE: Amending the 2014 Capital Program and Budget and Appropriating Funds in Connection with Strengthening and Improving County Roads (CP 5014)

Attached is a draft resolution appropriating the sum of $1,065,000 for construction services in connection with the above referenced project. There are insufficient funds included in the 2014 Capital Budget and Program for this project and, as such, an offset must be provided.

It is our intent to utilize funding from CP 5532 (Engineering - CR 13, Fifth Avenue at CR 100, Suffolk Avenue) – conceptual alternatives did not yield an effective solution, therefore, the project has been terminated ($100,000); CP 5510 (Right of Way – CR 3, Pinelawn Road) – sufficient funds exist from prior appropriations for required right-of-way acquisitions ($400,000); CP 5554 (Right of Way – Safety Improvements to CR 85, Montauk Highway at Atlantic Avenue) - the Department is not ready to proceed with acquisition of property at this time ($15,000); CP 5855 (Right of Way – Replacement of CR 16, Horseblock Road Bridge over LIRR) – Investigations into Railroad Law has indicated that the LIRR is legally obligated for structural replacements and/or repairs on bridges over the railroad. The County will be progressing with a project to repair the bridge deck, therefore, right-of-way acquisition will not be required ($300,000) and CP 5001 (Construction – Median Improvements) – sufficient funds exist from prior appropriations for anticipated work ($250,000).

The damage inflicted on Suffolk County roadways as a result of volatile winter seasons over the last few years, coupled with normal wear and tear, has caused extensive damage to the roads. Additionally, since the court ruling of the County being responsible for the maintenance of System Roads, much of the annual funding for strengthening and improving County Roads has been used to bring many unsafe, hazardous System Roads up to County standards.

The services provided by this Capital Project includes excavation and replacement of existing deteriorated pavement, patching and other appurtenances required prior to the placement of new concrete or asphalt pavement (drainage, concrete curb, installation of pavement markings).

We will utilize this funding to supplement the $7,000,000 appropriated this year (via Resolution 398-2014 and the anticipated adoption of Introductory Resolution 1766-2014), to attempt to meet this year's goal to improve roadways on the attached list. ***It may be necessary to add and/or substitute other roads and/or revise limits of work due to seasonal limitations, changes in priorities or other requirements to be determined by this Department.***

The Suffolk County Council on Environmental Quality has reviewed projects of this nature under a previous version of the implementing rules and regulations of SEQRA and determined that the project constitutes a Type II action.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5014(S&I CRs Nov).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

Intro. Res. No. 1962 - 2014 Laid on the Table 11/5/14
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO ENVIRONMENTAL RECHARGE BASINS (CP 5072)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Improvements to Environmental Recharge Basins; 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 $325,000 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 the improvements to recharge basins constitutes a Type II action pursuant to the provisions of Title 6 NYCRR, Part 617.5(c) (1), (2), (25) in that the action involves a legislative decision concerning the maintenance, repair, replacement, rehabilitation or reconstruction of a structure in kind, on the same site; and purchase of materials other than land, radioactive material, pesticides, herbicides or other hazardous materials and 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 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 Improvements to Environmental Recharge Basins, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $325,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5072.313 (Fund 001 Debt Service)	50	Improvements to Environmental Recharge Basins	$305,000
525-CAP-5072.511 (Fund 001 Debt Service)	50	Improvements to Environmental Recharge Basins	$20,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1962

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO ENVIRONMENTAL RECHARGE BASINS (CP 5072)

3. Purpose of Proposed Legislation

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS 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

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2014 AND 2015. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2016 OPERATING BUDGET. ATTACHED CAT BASED ON 2014 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 20, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

P162

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, 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

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1962

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1962

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$23,481**	**$0.05**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$23,481**	**$0.05**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1962

Term of Bonds	20
Amount to Bond:	$325,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	$11,148.65	$12,332.59	$23,481.24	$23,481.24
			$5,954.77	$5,954.77	
5/1/2017	3.000%	$11,571.70	$5,954.77	$17,526.47	$23,481.24
			$5,735.22	$5,735.22	
5/1/2018	3.000%	$12,010.80	$5,735.22	$17,746.02	$23,481.24
			$5,507.33	$5,507.33	
5/1/2019	4.000%	$12,466.57	$5,507.33	$17,973.90	$23,481.24
			$5,270.80	$5,270.80	
5/1/2020	4.000%	$12,939.63	$5,270.80	$18,210.43	$23,481.24
			$5,025.30	$5,025.30	
5/1/2021	4.000%	$13,430.65	$5,025.30	$18,455.94	$23,481.24
			$4,770.47	$4,770.47	
5/1/2022	4.000%	$13,940.29	$4,770.47	$18,710.76	$23,481.24
			$4,505.98	$4,505.98	
5/1/2023	4.000%	$14,469.27	$4,505.98	$18,975.26	$23,481.24
			$4,231.45	$4,231.45	
5/1/2024	4.000%	$15,018.33	$4,231.45	$19,249.78	$23,481.24
			$3,946.51	$3,946.51	
5/1/2025	4.000%	$15,588.22	$3,946.51	$19,534.73	$23,481.24
			$3,650.75	$3,650.75	
5/1/2026	4.000%	$16,179.74	$3,650.75	$19,830.49	$23,481.24
			$3,343.77	$3,343.77	
5/1/2027	4.000%	$16,793.71	$3,343.77	$20,137.47	$23,481.24
			$3,025.14	$3,025.14	
5/1/2028	4.000%	$17,430.97	$3,025.14	$20,456.10	$23,481.24
			$2,694.41	$2,694.41	
5/1/2029	4.125%	$18,092.41	$2,694.41	$20,786.82	$23,481.24
			$2,351.14	$2,351.14	
5/1/2030	4.125%	$18,778.95	$2,351.14	$21,130.09	$23,481.24
			$1,994.85	$1,994.85	
5/1/2031	4.125%	$19,491.55	$1,994.85	$21,486.39	$23,481.24
			$1,625.03	$1,625.03	
5/1/2032	4.250%	$20,231.18	$1,625.03	$21,856.21	$23,481.24
			$1,241.18	$1,241.18	
5/1/2033	4.250%	$20,998.88	$1,241.18	$22,240.06	$23,481.24
			$842.76	$842.76	
5/1/2034	4.250%	$21,795.71	$842.76	$22,638.48	$23,481.24
			$429.23	$429.23	
5/2/2035	4.375%	$22,622.78	$429.23	$23,052.01	$23,481.24
		$325,000.00	$144,624.74	$469,624.74	$469,624.74

1962

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating Funds in Connection with Improvements to Environmental Recharge Basins (CP 5072)

PURPOSE OR GENERAL IDEA OF BILL: To improve the functionality, security, appearance and potential public health impacts of the County's recharge basins. Shedding of needles and leaves from plantings, as well as in the runoff from roadways causes the bottoms of the basins to become silted, limiting the recharge of water back into the ground. Vegetation also encroaches into the security fencing around the basins compromising the safety barriers around these sites.

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

JUSTIFICATION: This funding will allow for improvements to environmental recharge basins.

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

1962

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: October 1, 2014

RE: Appropriating Funds in Connection with Improvements to Environmental Recharge Basins (CP 5072)

Attached is a draft resolution to appropriate the sum of $305,000 for construction and $20,000 for equipment in connection with the above referenced project. There are sufficient funds included in the 2014 Capital Budget and Program for this project.

This on-going project will improve the functionality, security, appearance and potential public health impacts of the County's recharge basins. The County maintains over 250 recharge basins, most of which are over 25 years old. The natural growth of vegetation has encroached into holding areas, reducing the natural recharge ability of the basins. The shedding of needles and leaves from the plantings as well as the materials contained in the runoff from roadways have caused the bottoms of the basins to become silted, limiting the recharge of water back into the ground. The vegetation has also encroached into the security fencing around the basins compromising the safety barriers around these sites.

Existing appropriations, along with this request will enable the Department to make improvements at the following potential locations: CR 16, Horseblock Road between CR 83, North Ocean Avenue and NYS Route 112; CR 93, Lakeland Avenue at Piper Lane and CR 86, Broadway-Greenlawn Road in the vicinity of CR 11, Pulaski Road. It is our intent to purchase a commercial wood chipper to effectively and proficiently dispose of the materials removed from the basins.

It may be necessary to add and/or substitute other locations and equipment purchases due to seasonal limitations, changes in priorities or other requirements to be determined by this Department.

The Suffolk County Council on Environmental Quality has reviewed projects and purchases of this nature and have determined that they constitute a Type II action and no further review is required.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5072(RBs).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

1963

Intro. Res. No. - 2014 Laid on the Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH DREDGING OF COUNTY WATERS AT VARIOUS LOCATIONS (CP 5200)

WHEREAS, the Commissioner of Public Works has requested funds for site improvements in connection with the dredging of County waters at various locations; 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, as the New York State Department of Environmental Conservation is the SEQRA lead agency for all dredging projects, 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 $750,000 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

2nd **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 County Waters at Various Locations, pursuant to Section C8-2 (F) of the Suffolk County Charter; and be it further

3rd **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-5200.451 (Fund 001 Debt Service)	50	Dredging of County Waters at Various Locations	$750,000

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1963

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH DREDGING OF COUNTY WATERS AT VARIOUS LOCATIONS (CP 5200)

3. Purpose of Proposed Legislation

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS 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

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2014 AND 2015. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2016 OPERATING BUDGET. ATTACHED CAT BASED ON 2014 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 21, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER 1963

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, 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

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER 1963

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER 1963

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$165,641**	**$0.32**		$0.001

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$165,641**	**$0.32**		$0.001

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1963

Term of Bonds	5
Amount to Bond:	$750,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	$140,140.87	$25,500.00	$165,640.87	$165,640.87
			$10,367.61	$10,367.61	
5/1/2017	3.000%	$144,905.66	$10,367.61	$155,273.26	$165,640.87
			$7,904.21	$7,904.21	
5/1/2018	3.000%	$149,832.45	$7,904.21	$157,736.66	$165,640.87
			$5,357.06	$5,357.06	
5/1/2019	4.000%	$154,926.75	$5,357.06	$160,283.81	$165,640.87
			$2,723.30	$2,723.30	
5/1/2020	4.000%	$160,194.26	$2,723.30	$162,917.57	$165,640.87
5/1/2021		$750,000.00	$78,204.35	$828,204.35	$828,204.35
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					
5/1/2033					

1963

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with Dredging of County Waters at Various Locations (CP 5200)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide site improvements for the County's dredging program. Site improvement funding provides for the dredging of large-scale locations.

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project, there are no offsets needed.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to continue the County's dredging program.

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

1963

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: October 1, 2014

RE: Appropriating Funds in Connection with Dredging of County Waters (CP 5200)

Attached is a draft resolution to appropriate the sum of $750,000 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.

Due to receiving $750,000 in Multi-Modal funding from NYSDOT for dredging of South Ferry Terminals, this funding is available to appropriation into the general dredging fund. Locations anticipated to be dredged during the 2014-2015 dredge season include Police Marina @ Timber Point, Hard Estate (Long Island Maritime Museum), Wampum Lagoon, Wagstaff Lagoon, Talulah Lagoon and Davison Lagoon.

It may be necessary to add and/or substitute other waterways due to environmental permits, changes in priorities or other requirements to be determined by this Department.

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(Dredging-General).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

Introductory Resolution No. 1964- Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
ASLAM CHAUDHRY
(SCTM NO. 0500-290.00-01.00-002.000)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 290.00, Block 01.00, Lot 002.000, and acquired by tax deed on September 09, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 10, 2013, in Liber 12743, at Page 671, and otherwise known and designated by the Town of Islip, as District 0500, Section 290.00, Block 01.00, Lot 002.000; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on September 09, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 10, 2013 in Liber 12743 at Page 671.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, ASLAM CHAUDHRY has made application of said above described parcel and ASLAM CHAUDHRY has paid the application fee and has paid $46,918.74, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1964

September 19, 2014

Tax Map No.: 0500-290.00-01.00-002.000
Name of Last Legal Fee Owner: ASLAM CHAUDHRY

TREASURER'S COMPUTATION	$40,038.74
Taxes.....2013/2014	$6,866.38
Certified Mail Fees	$13.62
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$46,918.74
Monies Received	$46,918.74
RESOLUTION AMOUNT	$46,918.74

APPROVED:

Annette Brownell 9/19/2014
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0500	290.00	01.00	002.000

1964

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2008/09	$ 7,785.99
2009/10	$ 8,061.74
2010/11	$ 7,380.14
2011/12	$ 6,896.65
2012/13	$ 5,438.46

	TOTAL:	$ 35,562.98
B. INTEREST DUE		$ 2,569.15
C. TOTAL		$ 38,132.13
D. 5% LINE C		$ 1,906.61
SUBTOTAL		**$ 40,038.74**
E. FEE		
F. MISC	**2013/14 PROPERTY TAXES**	**$ 6,866.38**
G. MISC	**CERTIFIED MAIL FEES**	**$ 13.62**
H. MISC		
TOTAL AMOUNT DUE:		**$ 46,918.74**

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

28-May-14

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 11/24/14

DZ

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1964

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
ASLAM CHAUDHRY
0500-290.00-01.00-002.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2014

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Lori Sklar | Lori Sklar | 9/22/14
Neil Toomey | | 10/21/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1964

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

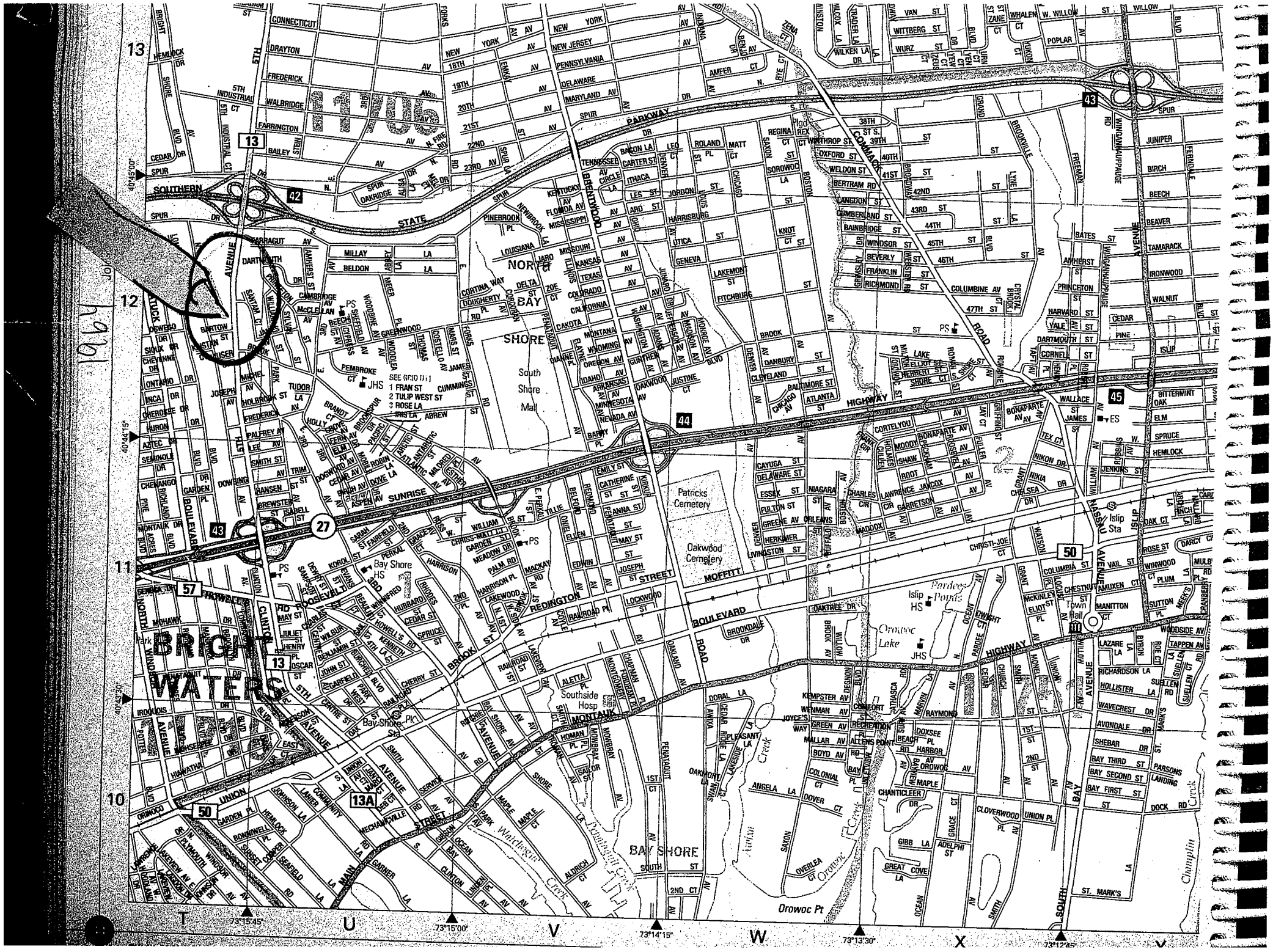
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1964
UNION FREE SCHOOL DISTRICT NO. 1
SHEFFIELD AVE.
CYPRESS AVE.
BEECH ST.
GREENWOOD CT.
PEMBROKE
BROOK AVE. (Var. Width)
THOMAS DR.
3RD AVE. EAST
MCCLELLAN AVE.
SLVAN AVE.
WILLIAM ST.
JAMES CT.
SANTAM
DEHNHOFF AVE.
PARK AVE.
NORTH 3RD ST.
MICHEL AVE.
TUDOR LA.
RECHARGE BASIN
TOWN OF ISLIP
HERITAGE BAPTIST CHURCH
C.R. 13A
5TH AVE.
BARTON ST.
JOSEPH
CLINTON AVE.
R.D. 39
R.D. 37
MATCH LINE
SEE SEC. NO. 315
COUNTY OF SUFFOLK
Real Property Tax Service
NOTICE
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

500-290-01-2



BRIGHT WATERS
11706
NORTH BAY SHORE
South Shore Mall
Patricks Cemetery
Oakwood Cemetery
Southside Hosp
Bay Shore HS
Bay Shore Sta
Islip HS
Islip Sta
Pardees Ponds
Orowoc Lake
Town Hall
Orowoc Pt
BAY SHORE
SOUTHERN STATE PARKWAY
SUNRISE HIGHWAY
MONTAUK HIGHWAY
REDINGTON STREET
MOFFITT BOULEVARD
BROOK ST
MAIN STREET
UNION AVENUE
NASSAU AVENUE
ISLIP AVENUE
BRENTWOOD ROAD
COMMACK ROAD
SOUTH BAY AVENUE
Watchogue Creek
Penataquit Creek
Orowoc Creek
Champlin Creek
40°45'00"
40°44'15"
40°43'30"
73°15'45"
73°15'00"
73°14'15"
73°13'30"
73°12'45"
T
U
V
W
X
Y

COUNTY OF SUFFOLK

1964

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 7, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0500-290.00-01.00-002.000
ASLAM CHAUDHRY

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R Thompson

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 1965-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
FRIENDSHIP BEACH LAND, INC.
(SCTM NO. 0209-025.00-02.00-029.000)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0209, Section 025.00, Block 02.00, Lot 029.000, and acquired by tax deed on January 07, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 15, 2014, in Liber 12760, at Page 351, and otherwise known and designated by the Town of Brookhaven, as Lots 3312, 3313, 3314 and 3315, Block 6, on a certain map entitled "Sixth Map of Mastic Beach", filed in the Office of the Clerk of Suffolk County on November 10, 1932 as Map No. 1105; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on January 07, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 15, 2014 in Liber 12760 at Page 351.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, FRIENDSHIP BEACH LAND, INC. has made application of said above described parcel and FRIENDSHIP BEACH LAND, INC. has paid the application fee and will be paying $62,152.24, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to FRIENDSHIP BEACH LAND, INC., 22 Circle Drive, Shoreham, NY 11786, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1965

September 23, 2014

Tax Map No.: 0209-025.00-02.00-029.000
Name of Last Legal Fee Owner: FRIENDSHIP BEACH LAND, INC.

TREASURER'S COMPUTATION	$54,567.75
Taxes.....2013/2014	$7,564.76
Certified Mail Fees	$19.73
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$62,152.24
Monies to be received	$62,152.24
RESOLUTION AMOUNT	$62,152.24

APPROVED:

Annette Brownell
Accounting
PB:lag

PREPARED BY:
Peter Belyea
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0209	025.00	02.00	029.000

ITEM #: 4417340

1965

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

Year	Village	Town	Combined
2008/09	$ -	$ 6,621.76	$ 6,621.76
2009/10	$ -	$ 10,821.79	$ 10,821.79
2010/11	$ -	$ 10,963.42	$ 10,963.42
2011/12	$ 356.03	$ 9,894.53	$ 10,250.56
2012/13	$ 695.21	$ 9,108.20	$ 9,803.41
2013/14	$ 628.12	$ -	$ 628.12

	TOTAL:	**$ 49,089.06**
B. INTEREST DUE		$ 2,880.23
C. TOTAL		$ 51,969.29
D. 5% LINE C		$ 2,598.46
SUBTOTAL		**$ 54,567.75**
E. FEE		
F. MISC		
G. MISC	**2013/14 TOWN PROPERTY TAXES**	**$ 7,564.76**
H. MISC	**CERTIFIED MAIL FEES**	**$ 19.73**
TOTAL AMOUNT DUE		**$ 62,152.24**

CERTIFICATION BY COUNTY TREASURER

I, Douglas W. Sutherland,Chief Deputy County Treasurer of the County of Suffolk, in the State of New York, do do hereby certifythat the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

08-Jul-14

Douglas W. Sutherland
Chief Deputy County Treasurer

** Interest and penalty computed to and including 01/04/15

DZ

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1965

1. Type of Legislation

   Resolution **X**

2. Title of Proposed Legislation

   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   FRIENDSHIP BEACH LAND, INC.
   0209-025.00-02.00-029.000

3. Purpose of Proposed Legislation

   Convey County owned parcel to prior owner

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

   The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   N/A

8. Proposed Source of Funding

   N/A

9. Timing of Impact

   2014

10. Typed Name & Title of Preparer | Signature of Preparer | Date

    Peter Belyea | | 9/23/14
    | | 10/21/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1965

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

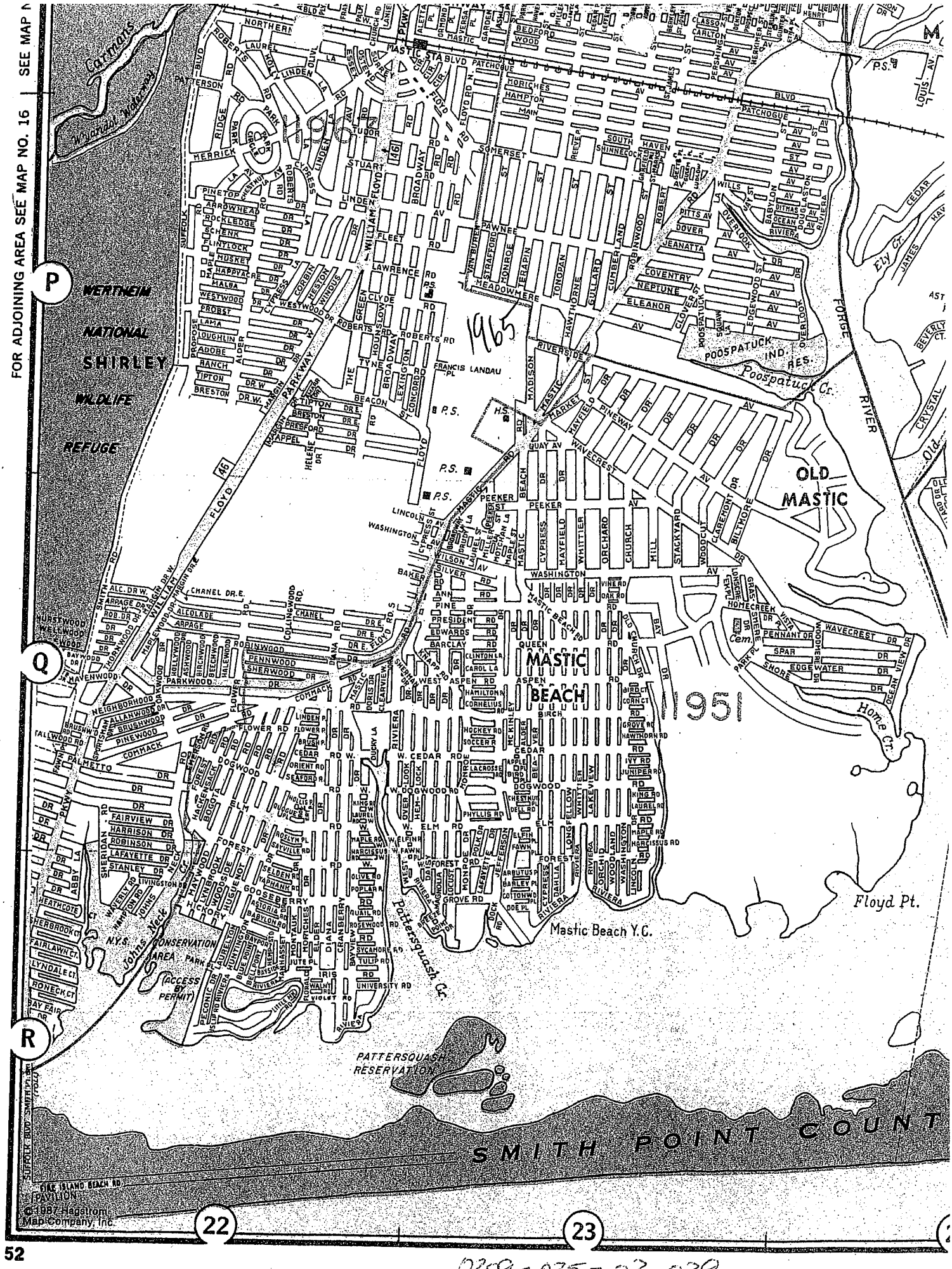
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

0209-025-02-029



52

0209-025-02-029

COUNTY OF SUFFOLK

1965

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 7, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0209-025.00-02.00-029.000
FRIENDSHIP BEACH LAND, INC.

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 1966-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
HAROLD FIRESTEIN AND JUDITH FIRESTEIN
(SCTM NO. 0100-191.00-02.00-022.000)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 191.00, Block 02.00, Lot 022.000, and acquired by tax deed on January 07, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 15, 2014, in Liber 12760, at Page 338, and otherwise known and designated by the Town of Babylon, as Lot No. 20, on a certain map entitled "Map of the Estates of Great Neck Landing, Section 1", filed in the Office of the Clerk of Suffolk County on September 14, 1967 as Map No. 4943; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on January 07, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 15, 2014 in Liber 12760 at Page 338.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, HAROLD FIRESTEIN AND JUDITH FIRESTEIN has made application of said above described parcel and HAROLD FIRESTEIN AND JUDITH FIRESTEIN has paid the application fee and will be paying $97,083.24, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to HAROLD FIRESTEIN AND JUDITH FIRESTEIN, 8 Dolphin Drive West, Copiague, NY 11726, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1966

September 22, 2014

Tax Map No.: 0100-191.00-02.00-022.000
Name of Last Legal Fee Owner: HAROLD FIRESTEIN AND JUDITH FIRESTEIN

TREASURER'S COMPUTATION	$81,331.65
Taxes.....2013/2014	$15,737.97
Certified Mail Fees	$13.62
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$97,083.24
Monies to be Received	$97,083.24
RESOLUTION AMOUNT	$97,083.24

APPROVED:

Annette Brown 9/22/2014
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK		LOT
0100	191.00	02.00	1966	022.000

ITEM #:

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2009	$ 13,507.71
2010	$ 21,811.30
2012	$ 20,094.17
2013	$ 18,667.21

	TOTAL:	$ 74,080.39
B. INTEREST DUE		$ 3,378.33
C. TOTAL		$ 77,458.72
D. 5% LINE C		$ 3,872.94
SUBTOTAL		**$ 81,331.65**
E. FEE		
F. MISC	**2014 PROPERTY TAXES**	$ 15,737.97
G. MISC	**CERTIFIED MAILING FEES**	$ 13.62
H. MISC		
TOTAL AMOUNT DUE:		**$ 97,083.24**

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

21-Apr-14

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 10/18/14

mas

1966

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution **X**

2. Title of Proposed Legislation

   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   HAROLD FIRESTEIN AND JUDITH FIRESTEIN
   0100-191.00-02.00-022.000

3. Purpose of Proposed Legislation

   Convey County owned parcel to prior owner

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

   The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   N/A

8. Proposed Source of Funding

   N/A

9. Timing of Impact

   2014

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Typed Name & Title of Preparer	Signature of Preparer	Date
Lori Sklar	Lori Sklar	9/22/14
	Neil Toomey	10/21/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1966

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

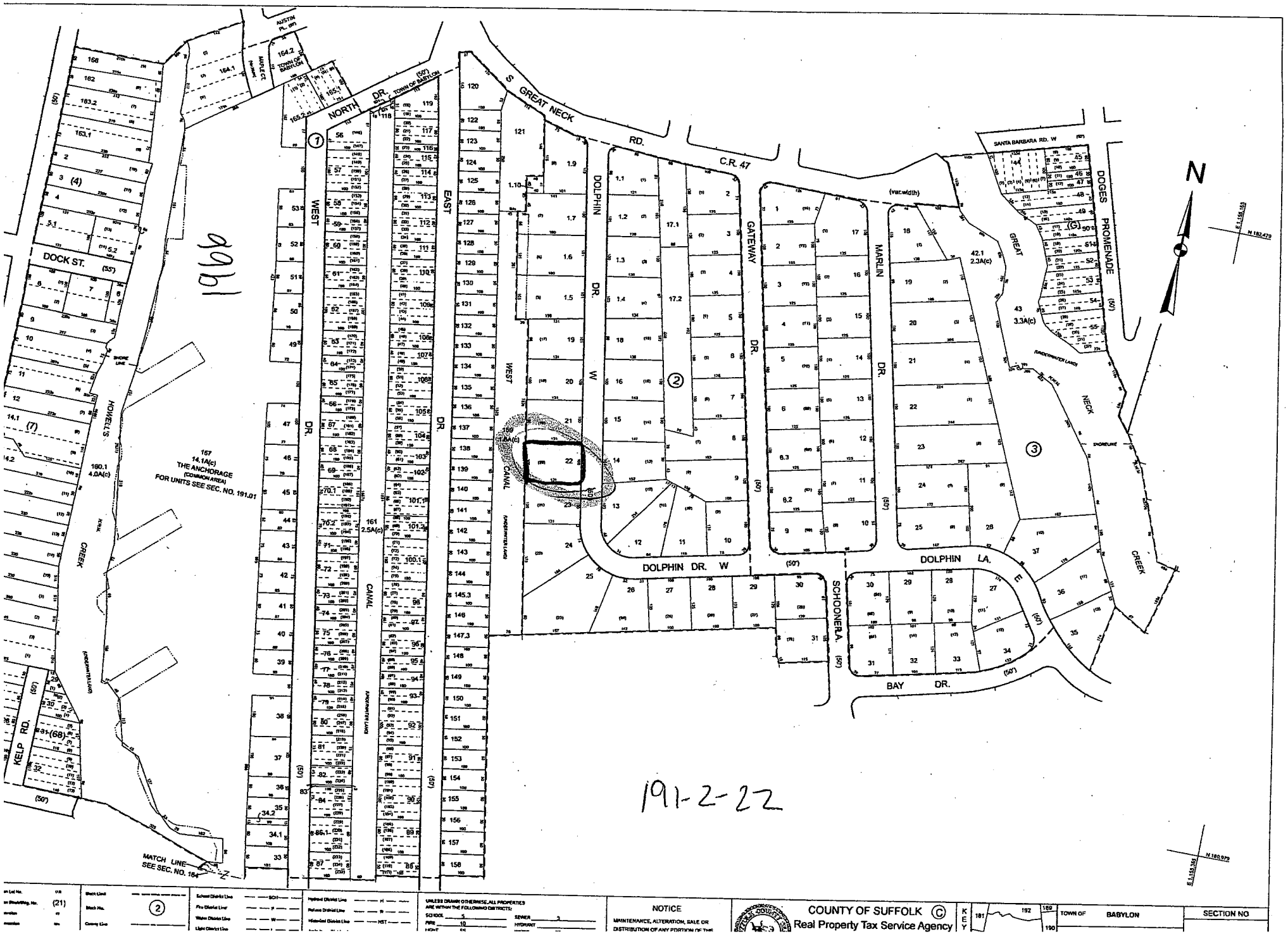
COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office



UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:
SCHOOL 5 SEWER 3
FIRE 10 HYDRANT
LIGHT 55

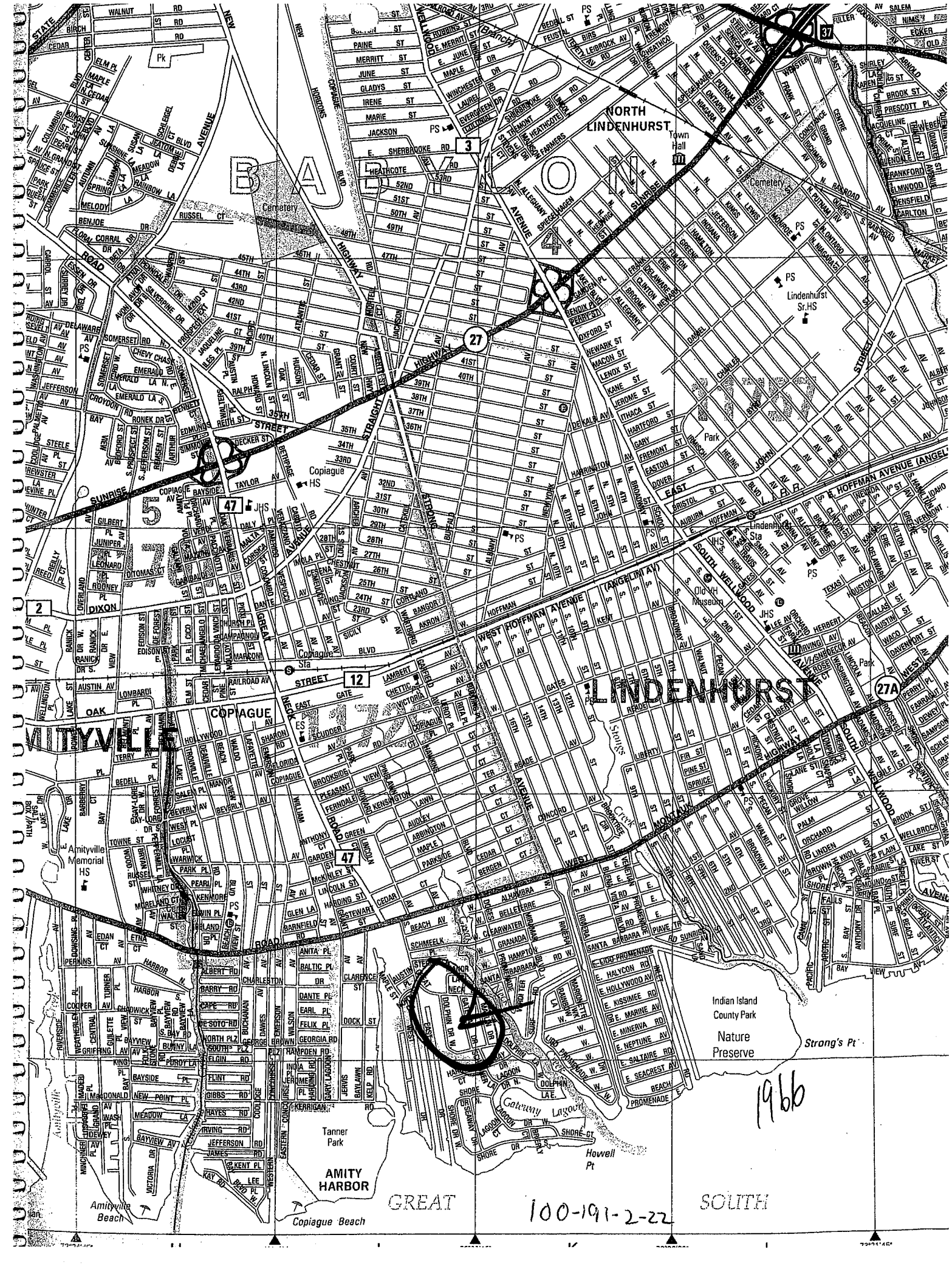
NOTICE
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THIS

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency

KEY 181 192 189 190

TOWN OF BABYLON

SECTION NO



NORTH LINDENHURST
Town Hall
Cemetery
Lindenhurst Sr.HS
Lindenhurst Sta
Old VH Museum
Copiague HS
Copiague Sta
Amityville Memorial HS
Indian Island County Park
Nature Preserve
Strong's Pt
Howell Pt
Tanner Park
AMITY HARBOR
Amityville Beach
Copiague Beach
GREAT SOUTH
LINDENHURST
COPIAGUE
AMITYVILLE
1966
100-191-2-22

COUNTY OF SUFFOLK

1966

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 7, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0100-191.00-02.00-022.000
HAROLD FIRESTEIN AND JUDITH FIRESTEIN

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 1967-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
NORTH BABYLON PROPERTIES, LLC
(SCTM NO. 0100-113.00-03.00-074.000)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 113.00, Block 03.00, Lot 074.000, and acquired by tax deed on February 14, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on February 24, 2014, in Liber 12764, at Page 526, and otherwise known and designated by the Town of Babylon, as Part of Lots. 260, 261, 262 and 263, on a certain map entitled "Map of Babylon Manor", filed in the Office of the Clerk of Suffolk County on August 23, 1926 as Map No. 89; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 14, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on February 24, 2014 in Liber 12764 at Page 526.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, NORTH BABYLON PROPERTIES, LLC has made application of said above described parcel and NORTH BABYLON PROPERTIES, LLC has paid the application fee and has paid $48,018.58, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to NORTH BABYLON PROPERTIES, LLC, 314 Commack Road, Commack, NY 11725, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY 1967
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

September 16, 2014

Tax Map No.: 0100-113.00-03.00-074.000
Name of Last Legal Fee Owner: NORTH BABYLON PROPERTIES, LLC

TREASURER'S COMPUTATION	$48,004.96
Taxes.....2013/2014	PAID
Certified Mail Fees	$13.62
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$48,018.58
Monies Received	$48,018.58
RESOLUTION AMOUNT	$48,018.58

APPROVED:

Annette Brawner 9/16/2014
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0100	113.00	03.00	074.000

1967

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2010/11	$ 11,364.96
2011/12	$ 11,637.27
2012/13	$ 11,081.24
2013/14	$ 9,317.47

	TOTAL:	$ 43,400.94
B. INTEREST DUE		$ 2,318.07
C. TOTAL		$ 45,719.01
D. 5% LINE C		$ 2,285.95
SUBTOTAL		**$ 48,004.96**
E. FEE		
F. MISC	**CERTIFIED MAIL FEES**	**$ 13.62**
G. MISC		
H. MISC		
TOTAL AMOUNT DUE:		**$ 48,018.58**

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

15-Aug-14

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 02/11/15

DZ

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1967

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
NORTH BABYLON PROPERTIES, LLC
0100-113.00-03.00-074.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2014

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Lori Sklar | Lori Sklar | 9/16/14
Exec Tech | | 10/21/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1967

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

NOTE:
APPARENT OVERLAP CONDITION EXISTS
WITHIN BLOCK 3, BETWEEN PARCELS
2 AND 10 BY FILED MAPS 275 AND 46.

1967

NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET
100 0 100 200

KEY MAP

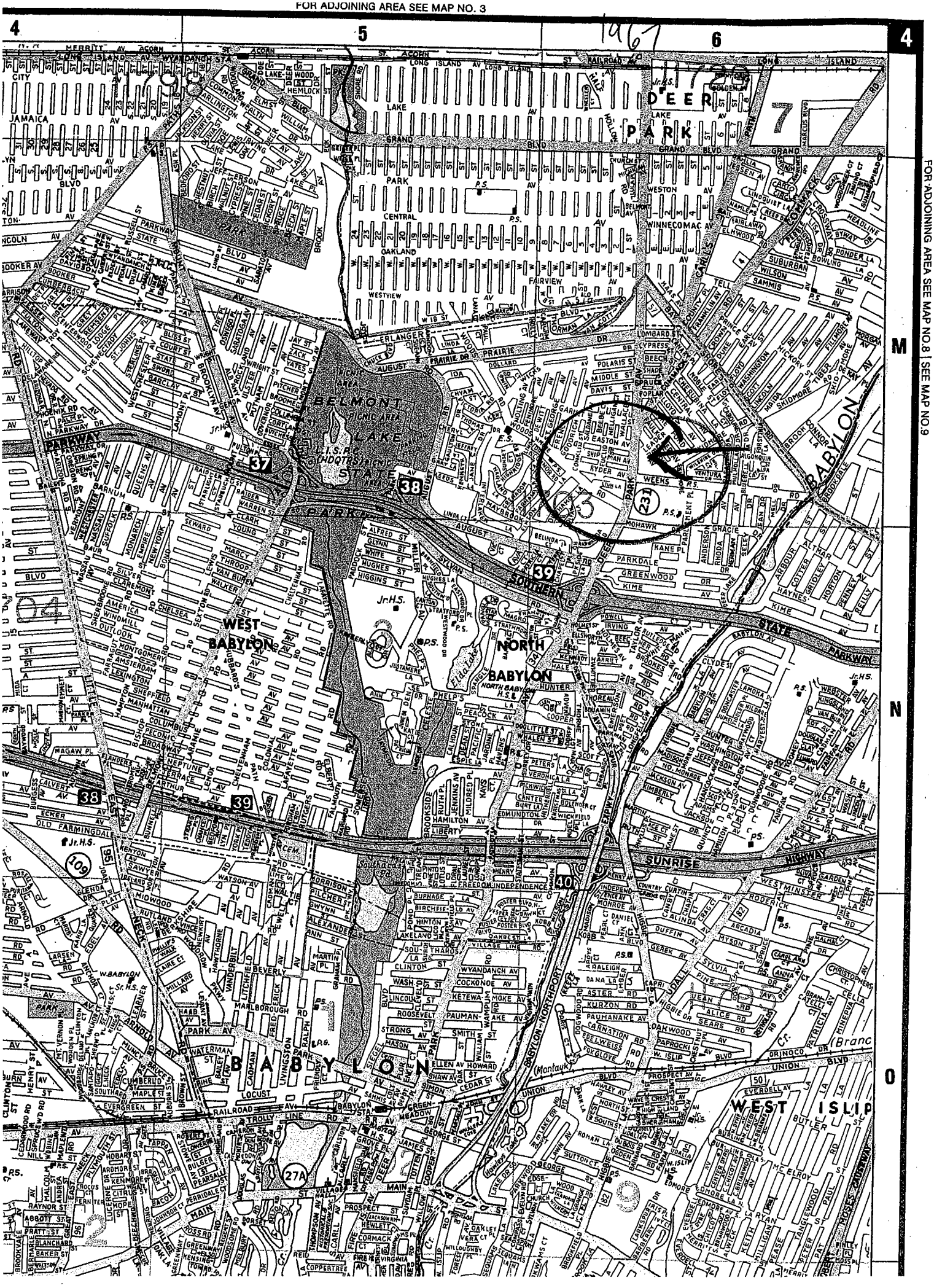
111	112	117	
109	113	116	
108	114	115	

TOWN OF BABYLON
VILLAGE OF
DISTRICT NO 0100

SECTION NO
113
PROPERTY MAP

CONVERSION DATE: Feb 15, 2011

FOR ADJOINING AREA SEE MAP NO. 3



COUNTY OF SUFFOLK

1967

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 7, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0100-113.00-03.00-074.000
NORTH BABYLON PROPERTIES, LLC

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 968-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
RAFAEL FERNANDEZ
(SCTM NO. 0200-589.00-02.00-005.001)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 589.00, Block 02.00, Lot 005.001, and acquired by tax deed on November 25, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 26, 2013, in Liber 12754, at Page 133, and otherwise known and designated by the Town of Brookhaven, as Part of Lot No. 184, on a certain map entitled "William H. Moffitt Wampissic", filed in the Office of the Clerk of Suffolk County on November 12, 1896 as Map No. 619; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on November 25, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 26, 2013 in Liber 12754 at Page 133.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, RAFAEL FERNANDEZ has made application of said above described parcel and RAFAEL FERNANDEZ has paid the application fee and has paid $3,778.48, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to RAFAEL FERNANDEZ, 16 Deera Lane, Farmingville, NY 11738, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY 1968
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

September 29, 2014

Tax Map No.: 0200-589.00-02.00-005.001
Name of Last Legal Fee Owner: RAFAEL FERNANDEZ

TREASURER'S COMPUTATION	$2,999.28
Taxes.....2013/2014	$773.09
Certified Mail Fees	$6.11
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$3,778.48
Monies Received	$3,778.48
RESOLUTION AMOUNT	$3,778.48

APPROVED:

Annette Brownell 9/29/2014
Accounting
PB:lag

PREPARED BY:
Peter Belyea
Redemption Unit
(631) 853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK		LOT
0200	589.00	02.00	968	005.001

ITEM #: 5316751

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2010/11	$ 947.46
2011/12	$ 990.97
2012/13	$ 760.44

	TOTAL:	$ 2,698.87
B. INTEREST DUE		$ 157.59
C. TOTAL		$ 2,856.46
D. 5% LINE C		$ 142.82
SUBTOTAL		**$ 2,999.28**
E. FEE		
F. MISC	**2013/14 PROPERTY TAXES**	**$ 773.09**
G. MISC	**CERTIFIED MAIL FEES**	**$ 6.11**
H. MISC		
TOTAL AMOUNT DUE:		**$ 3,778.48**

CERTIFICATION BY COUNTY TREASURER

I, Douglas W. Sutherland, Chief Deputy County Treasurer of the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

19-May-14

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 11/15/14

DZ

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1968

Resolution X

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
RAFAEL FERNANDEZ
0200-589.00-02.00-005.001

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2014

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Peter Belyea | | 9/29/14

10/21/14

FINANCIAL IMPACT 1968
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET 200 0 200 400

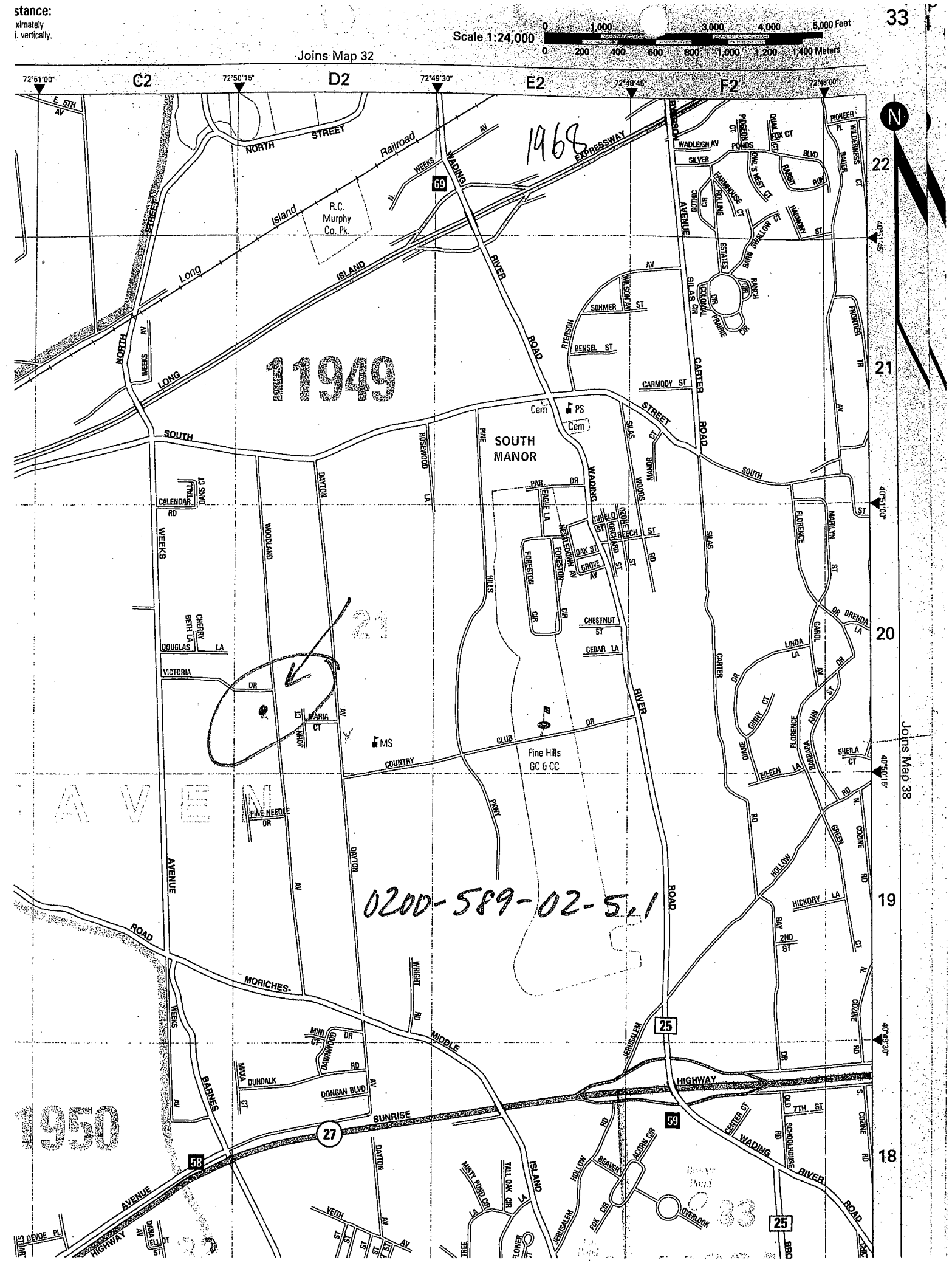
KEY MAP

557	558	559
588		
618	589	590
645		
675	675	676

TOWN OF BROOKHAVEN
VILLAGE OF
DISTRICT NO 0200

SECTION NO 589

PROPERTY MAP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ximately
i. vertically.
Scale 1:24,000
0 1,000 3,000 4,000 5,000 Feet
0 200 400 600 800 1,000 1,200 1,400 Meters
Joins Map 32
33
72°51'00"
72°50'15"
72°49'30"
72°48'45"
72°48'00"
C2
D2
E2
F2
40°51'45"
40°51'00"
40°50'15"
40°49'30"
22
21
20
19
18
Joins Map 38
1968
1949
1950
R.C. Murphy Co. Pk.
Long Island Railroad
Long Island Expressway
SOUTH MANOR
Pine Hills GC & CC
0200-589-02-5.1
N
NORTH STREET
SOUTH STREET
WEEKS AV
WADING RIVER ROAD
SILAS CARTER AVENUE
DAYTON AV
MORICHES-MIDDLE ROAD
SUNRISE HIGHWAY
CALENDAR RD
CARMODY ST
BENSEL ST
SOHMER ST
WILSON AV
WADLEIGH AV
SILVER BLVD
PIONEER PL
WILDERNESS CT
FRONTIER TR
RIVERSON ST
PIGEON PONDS CT
RABBIT RUN
FARMHOUSE CT
ROLLING CIR
HARMONY ST
HALLOW RUN
RANCH CIR
PRAIRIE CIR
COLONIAL CIR
SILAS CT
SILAS MANOR CT
WOODS CT
ROSEWOOD LA
PINE HILLS
PAR DR
EAGLE LA
NEWLEDOWN
FORESTON AV
FORESTON CIR
TUPELO ST
ORCHARD ST
OZONE
BEECH ST
OAK ST
GROVE AV
CHESTNUT ST
CEDAR LA
FLORENCE ST
MARILYN
BRENDA LA
LINDA LA
CAROL AV
GINNY CT
DIANE
ANN
BARBARA
SHEILA CT
EILEEN LA
DAVIS CT
CHERRY BETH LA
DOUGLAS LA
VICTORIA DR
MARIA CT
JOHN
WOODLAND
PINE NEEDLE DR
COUNTRY CLUB DR
PONY
WRIGHT RD
MINI CT
GOLDENROD DR
MAXA CT
DUNDALK RD
DONGAN BLVD
BARNES AV
VERUSALEM RD
HOLLOW RD
HICKORY LA
BAY 2ND ST
GREEN HOLLOW RD
COZINE RD
OLD 7TH ST
SCHOOLHOUSE RD
CENTER CT
MISTY POND DR
TALL OAK CIR
BEAVER
ACORN CIR
FOX CIR
OVERLOOK
VEITH ST
DIANA
LOUDOUN PL
HIGHWAY AV
69
58
27
25
59
PS
Cem
MS

COUNTY OF SUFFOLK

1968

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 7, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-589.00-02.00-005.001
RAFAEL FERNANDEZ

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 969-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
ROBERTA L. PERRY
(SCTM NO. 0100-066.00-02.00-050.000)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 066.00, Block 02.00, Lot 050.000, and acquired by tax deed on June 13, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 14, 2013, in Liber 12733, at Page 319, and otherwise known and designated by the Town of Babylon, as Lot No. 1, on a certain map entitled "Map of Carto Homes at Babylon", filed in the Office of the Clerk of Suffolk County on March 25, 1965 as Map No. 4297; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on June 13, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 14, 2013 in Liber 12733 at Page 319.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, ROBERTA L. PERRY has made application of said above described parcel and ROBERTA L. PERRY has paid the application fee and has paid $42,279.72, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to ROBERTA L. PERRY, 34 Carto Circle, Deer Park, NY 11729, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1969

September 23, 2014

Tax Map No.: 0100-066.00-02.00-050.000
Name of Last Legal Fee Owner: ROBERTA L. PERRY

TREASURER'S COMPUTATION	$42,273.61
Taxes.....2013/2014	INCLUDED
Certified Mail Fees	$6.11
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$42,279.72
Monies Received	$42,279.72
RESOLUTION AMOUNT	$42,279.72

APPROVED:

Annette Brownell 9/24/2014
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0100	066.00	02.00	050.000

1969

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2008/09	$ 14,124.02
2009/10	$ 14,291.27
2013/14	$ 8,886.60

2010/11 THROUGH 2012/13 PROPERTY TAXES PAID BY OWNER

	TOTAL:	$ 37,301.89
B. INTEREST DUE		$ 2,958.70
C. TOTAL		$ 40,260.59
D. 5% LINE C		$ 2,013.03
SUBTOTAL		**$ 42,273.61**
E. FEE		
F. MISC	**CERTIFIED MAIL FEES**	**$ 6.11**
G. MISC		
H. MISC		
TOTAL AMOUNT DUE:		**$ 42,279.72**

2,013

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

23-Jul-14

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 01/19/15

DZ

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1969

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
ROBERTA L. PERRY
0100-066.00-02.00-050.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2014

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Lori Sklar | Lori Sklar | 9/25/14
Neil Toomey | | 10/21/14

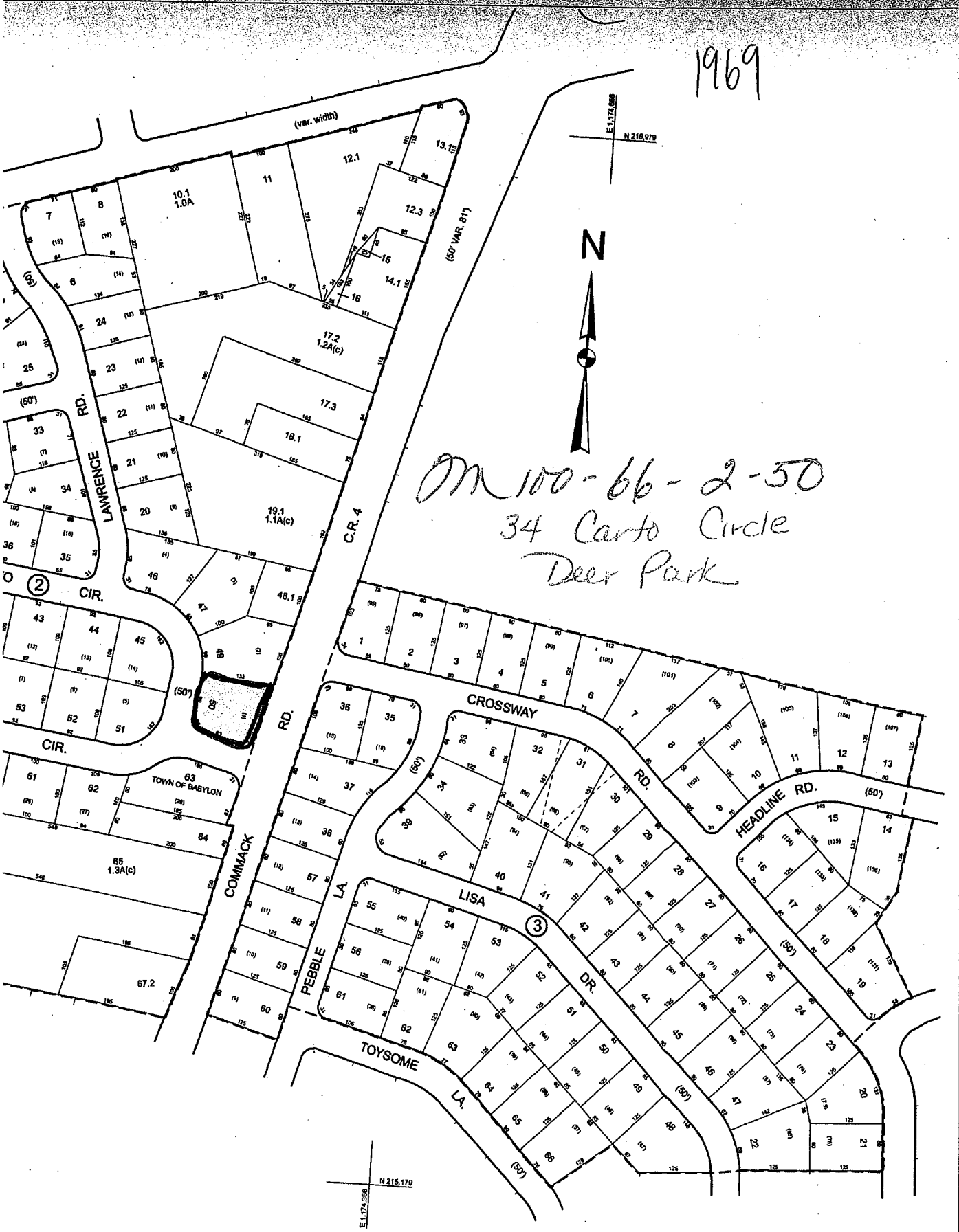
DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY

Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET: 100 0 100 200

VILLAGE OF
DISTRICT NO 0100

65
PROPERTY MAP

1969



OM 100-66-2-50
34 Carto Circle
Deer Park

NOTICE
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET: 100 0 100 200

KEY MAP

TOWN OF BABYLON
VILLAGE OF
DISTRICT NO 0100

SECTION NO
66

Suffolk Co. 1969

Joins Map 9

M 73°21'00" N 73°20'15" O 73°19'30" P 73°18'45" Q

100-66-2-50
34 Carto Circle
Deer Park

COUNTY OF SUFFOLK

1969

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 7, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0100-066.00-02.00-050.000
ROBERTA L. PERRY

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Intro. Res. No. 1970-14 Laid on Table 11/5/14
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2014, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $900,000 FOR THE "STATE HOMELAND SECURITY PROGRAM (SHSP) FY2014" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) has awarded Suffolk County federal funds under the SHSP FY2014 program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and,

WHEREAS, the SHSP FY2014 will provide funds to the Departments of Fire, Rescue & Emergency Services, Police, Sheriff, Health Services, and Information Technology to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials; and

WHEREAS, this grant is for a twenty-four (24) month period from 09/01/2014 through 8/31/2016 in which the County will receive 100% grant funding in the amount of $900,000 for the SHSP FY2014; and,

WHEREAS, $13,196 of said funds have been included in the 2014 Operating Budget; and

WHEREAS, $886,804 of said funds have not been included in the 2014 Operating Budget; and

WHEREAS, the SHSP FY 2014 grant includes funding for the Department of Fire, Rescue and Emergency Services to continue the employment of four (4) positions total: two (2) Training Officers (part-time), one (1) Planning Aide (full-time); and one (1) Clerk-Typist (full-time); and

WHEREAS, these positions already exist unfunded in the 2014 Operating Budget in 001-FRE-3401 as position numbers 0200-0005 and 0200-0006 (PT Training Officers), 0200-0001 (full-time Planning Aide), and 0300-0015 (full-time Clerk Typist); now, therefore be it

1st RESOLVED, the County Comptroller and the County Treasurer be and they hereby are authorized to accept $900,000, including $13,196 already included in the 2014 Operating Budget (001-FRE-3400-1100) and appropriate said grant funds as follows:

SHSP FY2014 - $900,000

REVENUES	AMOUNT
001-FRE-4359 – SHSP 2014	$ 605,470
001-POL-4359– SHSP 2014	$ 121,083
001-SHF-4359– SHSP 2014	$ 23,623

001-HLTH-4359– SHSP 2014	$ 100,305
001-ITS-4359– SHSP 2014	$ 49,519

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services
SHSP FY 2014
001-FRE-3416 - $517,719

1000 – Personnel Services	$ 160,800
1110 – Interim Salaries (for charging salaries from 001-3401)	$ 153,000
1120 – Overtime	$ 7,800
2000 – Equipment	$ 103,000
2090 – Communications Equipment	$ 75,000
2500 – Other Equipment	$ 28,000
3000 – Supplies	$ 197,170
3100 – Instructional Supplies	$ 1,645
3160 – Computer Software	$ 100,166
3310 – Clothing and Accessories	$ 1,869
3330 – Food	$ 25,000
3370 – Medical Supplies	$ 3,490
3500 – Other Supplies	$ 5,000
3680 – Repairs: Special Equipment	$ 60,000
4000 – Utilities	$ 56,749
4015 – Cellular Telephones	$ 56,749

Suffolk County Police Department
SHSP FY2014
001-POL-3713 - $121,083

3000 – Supplies	$ 23,768
3680 – Repairs: Special Equipment	$ 23,768
4400 – Rent	$ 97,315
4410 – Rent: Offices and Buildings	$ 97,315

Suffolk County Dept of Health Services
SHSP 2014
001-HSV-4622 - $100,305

3000 – Supplies	$ 100,305
3370 – Medical, Dental & Lab Supplies	$ 100,305

Suffolk County Dept of Information Technology
SHSP 2014
001-ITS-1654 - $49,519

2000 – Equipment	$ 23,000
2020 – Office Machines	$ 23,000
3000 – Supplies	$ 16,119
3160 – Computer Software	$ 16,119
4200 – Services	$ 10,400
4210 – Computer Services	$ 10,400

Suffolk County Sheriff's Office
SHSP FY2014
001-SHF-3260 - $23,623

2000 – Equipment	$ 23,623
2500 – Other Equipment	$ 23,623

Employee Benefits
Social Security
001-EMP - 9030 - $11,705

8000 – Employee Benefits	$ 11,705
8330 – Social Security	$ 11,705

Employee Benefits
Retirement
001-EMP-9010 – $21,400

Employee Benefits	$ 21,400
8280 – Retirement	$ 21,400

Employee Benefits
Welfare Fund
001-EMP-9080 - $2,912

Employee Benefits	$ 2,912
8380 – Welfare Fund Contribution	$ 2,912

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $38,538

Employee Benefits	$ 38,538
9600 Transfer of Funds	$ 38,538

Employee Benefits
Major Medical Claims
039-EMP-9060

Employee Benefits	$ 38,538
8360 – Health Insurance	$ 38,538

And be it further

2nd RESOLVED, that the following interfund revenues for Employee Medical Health Plan be accepted as follows:

REVENUES

039-IFT-R001 Transfer from General Fund	$ 38,538

And be it further

3rd RESOLVED, that the following positions be and they hereby are continued in the Department of Fire, Rescue and Emergency Services and funded by the SHSP 2014 grant:

Department of Fire, Rescue & Emergency Services

Position No.	Spec No.	Position Title	JC	Grade	#
	001-3401 FRES GRANT POSTIONS				
3401-0200-0001	1510	Planning Aide	C	17	1
3401-0200-0005/0006	5812	Training Officer-Emergency Preparedness	C	16	2
3401-0300-0015	0021	Clerk Typist	C	09	1

4th RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions created by this Resolution at the conclusion of the grant funding provided for such positions created by said grant; and be it further

5th RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1.Type of Legislation 1970

Local Law: _____ Charter Law: _____ Resolution: ___X_____

2.**Title of Proposed Legislation**
ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $900,000 FOR THE "STATE HOMELAND SECURITY PROGRAM (SHSP) FY2014" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

3. **Purpose of Proposed Legislation**

To support planning, equipment, training and exercise needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

Accept and appropriate SHSP 2014 Grant funding in the Departments of FRES, Police, Sheriff, Health, and Information Technology.

Fund two (2) part-time Training Officer positions (001-FRE-3401-0200-0005/6), one (1) full-time Planning Aide position (001-FRE-3401-0200-0001), and one (1) full-time Clerk Typist position (001-FRE-3401-0400-0001).

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

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

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

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

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision
$900,000 - SHSP FY2014

8. Proposed Source of Funding
NYS Div of Homeland Security & Emerg Svcs pass-through of US Dept of Homeland Security

9.Timing of Impact: 09/01/2014 – 08/31/2016

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jared A. Cirillo, Grants Analyst		October 7, 2014

SCIN FORM 175b (10/95)

10/21/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1970

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1970

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor | **Jerome M. Hauer, Ph.D., MHS., Commissioner**

September 16, 2014

The Honorable Steven Bellone
Suffolk County Executive
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Dear Mr. Bellone:

I am pleased to inform you that Suffolk County has been awarded $2,652,733 under the FY2014 Urban Area Security Initiative (UASI) and $1,200,000 under the State Homeland Security Program (SHSP). As per Federal guidelines, 25 percent ($663,183 and $300,000 respectively) of your award must be directed towards law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ).

In my letter to you on April 9, 2014 I outlined the following State priorities these grant funds are intended to sustain or enhance: Sustainment and Advancement of Effective Programs and Systems; Sustainment and Advancement of Regional Partnerships; Development of Catastrophic Planning Capabilities; Sustainment and Advancement of Interoperable Communications Systems; and Development of Citizen Preparedness Capabilities.

The performance period for this grant is 24 months (September 1, 2014 through August 31, 2016). Given this short period of performance on this grant, it is imperative that you execute your projects as quickly as possible. My grants management staff have prepared the contract for these funds which will be transmitted to you electronically via our E-Grants System. I ask that you expedite your local administrative process to be able to accept the funds and request that the contract is electronically signed in a timely manner.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me directly at (518) 242-5000.

Sincerely,

Jerome M. Hauer, Ph.D., MHS
Commissioner

1220 Washington Avenue, State Office Building Campus
Building 7A, Suite 710
Albany, NY 12242

1970

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C973740 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAMS: WM2014 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM14973740
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809	INITIAL CONTRACT PERIOD: FROM 09/01/2014 TO 08/31/2016 FUNDING AMOUNT FOR INITIAL PERIOD: $900,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: N/A (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: , Date:

State 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".

GRANTEE:

BY: Mr. Dennis M. Cohen , Chief Deputy County Executive Date:

ATTORNEY GENERAL'S SIGNATURE Title: Date:	COMPTROLLER'S SIGNATURE Title: Date:

SH14-1050-D00 Suffolk County 1970 10/07/2014

Award Contract **SHSP**

Project No. **Grantee Name**

SH14-1050-D00 Suffolk County 10/07/2014

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SH14-1050-D00 Suffolk County 10/07/2014

Budget Summary by Participant

Suffolk County

Suffolk County Dept of Fire Rescue & Emergency Svcs - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	CERT Grants Administrator	1	$3,042.00	$3,042.00	$3,042.00	$0.00
2	Continue to fund Part Time Training Officers (FRES)	1	$53,000.00	$53,000.00	$53,000.00	$0.00
3	Continue to fund Full Time Planning Aide (FRES)	1	$60,000.00	$60,000.00	$60,000.00	$0.00
4	CERT OT for Training/Exercises	1	$7,800.00	$7,800.00	$7,800.00	$0.00
5	Continue to fund Full Time Clerk Typist (FRES)	1	$40,000.00	$40,000.00	$40,000.00	$0.00
6	CERT - Community Emergency Evacuation Coordinator	1	$7,515.00	$7,515.00	$7,515.00	$0.00
Total				$171,357.00	$171,357.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	CERT Grants Administrator	1	$858.00	$858.00	$858.00	$0.00
2	Fringe Benefits for Part Time Training Officers (FRES)	1	$4,055.00	$4,055.00	$4,055.00	$0.00
3	Fringe Benefits for Full Time Planning Aide (FRES)	1	$38,000.00	$38,000.00	$38,000.00	$0.00
4	Fringe Benefits for Full Time Clerk Typist (FRES)	1	$32,500.00	$32,500.00	$32,500.00	$0.00
5	CERT - Community Emergency Evacuation Coordinator	1	$1,781.00	$1,781.00	$1,781.00	$0.00
Total				$77,194.00	$77,194.00	$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Critical Emergency Supplies/Equipment, to include water, MRE's, and related allowable items (FRES)	21CR-00-FOOD	1	$25,000.00	$25,000.00	$25,000.00	$0.00
2	Interoperable Communications - Upgrade to Existing IOC Radio System (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	06CP-02-BRDG	1	$75,000.00	$75,000.00	$75,000.00	$0.00
3	IT Infrastructure, security and licensing (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	06CP-02-BRDG	1	$93,666.00	$93,666.00	$93,666.00	$0.00
4	Allowable Pharmaceuticals (HLTH)	09PH-03-DOXY	1	$100,305.00	$100,305.00	$100,305.00	$0.00
5	CERT - Personal Protective Gear	01ZA-06-VEST	1	$1,869.00	$1,869.00	$1,869.00	$0.00
6	Community Resilience & Preparation Equipment (portable inflatable light towers, CPR mannequins)	09TR-01CSIM	1	$12,000.00	$12,000.00	$12,000.00	$0.00
7	Night Vision Equipment (SHF)	01LE-02-SURV	1	$15,000.00	$15,000.00	$15,000.00	$0.00
8	IT Security System Protection - Access Control, Video Surveillance & Related Items (DoIT) (Expenditures are prohibited pending EHP	05NP-00-IDPS	1	$49,519.00	$49,519.00	$49,519.00	$0.00

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	approval if not mobile or portable)						
9	MRC Equipment - Deployable Pods (FRES)	09ME-01-SHEL	1	$5,000.00	$5,000.00	$5,000.00	$0.00
10	USAR Team Equipment (FRES)	03SR-01-SHOR	1	$16,000.00	$16,000.00	$16,000.00	$0.00
11	Camera Search Equipment (SHF)	03SR-03-SCAM	1	$8,623.00	$8,623.00	$8,623.00	$0.00
Total					$401,982.00	$401,982.00	$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	CERT Academy/Team Member First Aid Supplies	1	$490.00	$490.00	$490.00	$0.00
2	Community Resilience & Preparation Supplies (Various Medical Supplies for CERT and MRC)	1	$3,000.00	$3,000.00	$3,000.00	$0.00
Total				$3,490.00	$3,490.00	$0.00

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Building Lease (SCPD Emergency Service Section)	1	$97,315.00	$97,315.00	$97,315.00	$0.00
Total				$97,315.00	$97,315.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Asset Tracking System Service (FRES)	1	$6,500.00	$6,500.00	$6,500.00	$0.00
2	CBRNE Equipment Maintenance/Calibration (SCPD)	1	$23,768.00	$23,768.00	$23,768.00	$0.00
3	Satellite Internet Connectivity (MCUs) - Ground Control (FRES)	1	$3,000.00	$3,000.00	$3,000.00	$0.00
4	Satellite Telephone Service (FRES)	1	$40,000.00	$40,000.00	$40,000.00	$0.00
5	Blackberry Services (FRES)	1	$1,265.00	$1,265.00	$1,265.00	$0.00
6	CPR/AED Training Manuals and Fees	1	$1,645.00	$1,645.00	$1,645.00	$0.00
7	WMD Equipment Maintenance/Trailer Lease (FRES)	1	$60,000.00	$60,000.00	$60,000.00	$0.00
8	EVDO/Hotspots (FRES)	1	$12,484.00	$12,484.00	$12,484.00	$0.00
Total				$148,662.00	$148,662.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$900,000.00	$900,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$900,000.00	$900,000.00	$0.00

Award Contract **SHSP**

Project No. **Grantee Name**

SH14-1050-D00 Suffolk County 10/07/2014

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

1. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must

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contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's 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 email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

Reimbursement requests need to include the following documents:

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

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

B. Interim and/or Final Claims for Reimbursement

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

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

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

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

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

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section

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III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

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

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

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

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

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

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

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

Rev. 05/2013

Certified by - on

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH14-1050-D00	Suffolk County	10/07/2014

Work Plan

Goal

Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1

G & T Workplan Code - 07. Administer and manage the Homeland Security Grant.

Investment Justification - Emergency Management

Target Capability

Primary - Planning

Administer and manage the Homeland Security Grant

Task #1 for Objective #1

Conduct management and administrative activities that support the homeland security initiatives. Ensure all programmatic, fiscal and reporting requirements of the grant are being followed, completed and submitted in a timely manner.

#	Performance Measure
1	Management and administrative activities conducted. Provide a brief narrative reporting activities completed. All programmatic, fiscal and reporting requirements completed and submitted in a timely manner.

Objective #2

G & T Workplan Code - 08. Establish/enhance sustainable Homeland Security Planning Program.

Investment Justification - Emergency Management

Target Capability
Primary - Planning
Secondary - Critical Resource Logistics and Distribution

Establish/enhance sustainable Homeland Security Planning Program (5.3, 5.12, 5.1)

Task #1 for Objective #2

Conduct allowable planning activities related to homeland security initiatives.

#	Performance Measure
1	Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.

Objective #3

G & T Workplan Code - 06. Establish/enhance sustainable homeland security training program.

Investment Justification - Emergency Management

Target Capability
Primary - On-Site Incident Management
Secondary - Planning

Establish/enhance sustainable homeland security training program (5.8, 8.7)

Task #1 for Objective #3

Conduct assessment to identify training needs related to homeland security initiatives. Provide authorized training to first responders.

#	Performance Measure
1	Training conducted. Provide brief narrative on type of training conducted to include at a minimum the number of personnel trained, the disciplines being trained and the jurisdictions included in the training; roster of attendees maintained on file. Describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.

Objective #4

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

Investment Justification - Emergency Management

Target Capability
Primary - On-Site Incident Management
Secondary - Communications
Secondary - WMD/HazMat Response and Decontamination

Enhance capabilities to respond to all-hazards events (6.12)

Task #1 for Objective #4

Purchase allowable interoperable communications equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperable communications in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #4

Purchase allowable logistics/resource management equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced emergency response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #3 for Objective #4

Purchase allowable USAR equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced emergency response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Award Contract **SHSP**

Project No.	Grantee Name	
SH14-1050-D00	Suffolk County	10/07/2014

APPENDIX A-1
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

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

1) Appendix A-1
2) Modifications to the Face Page
3) Modifications to Appendices B, C and D
4) The Face Page
5) Appendices B, C and D
6) Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

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

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

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

K. Notice:

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

a) by certified or registered United States mail, return receipt requested;
b) by facsimile transmission;
c) by personal delivery;
d) by expedited delivery service; or
e) by e-mail.

2) 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.

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

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

hereunder is complete in which to respond.

M. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

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

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

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity.

Q. No Arbitration: Disputes involving the 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.

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

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

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[1]

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

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

W. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix.

X. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

2) Renewal Notice to Not-for-Profit Contractors:

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

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

C. Termination:

1) Grounds:

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

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

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

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

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

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

2) Notice of Termination:

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

i. personal messenger service; or
ii. certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

a) the repayment to the State of any monies previously paid to the Contractor; or
b) the return of any real property or equipment purchased under the terms of the Contract; or
c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

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

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

4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

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

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

a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

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

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

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

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

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

C. Claims for Reimbursement:

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

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

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

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[2] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[3] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[4] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[5] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

1) In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

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

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

G. Program and Fiscal Reporting Requirements:

1) The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the

agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

I. Additional Terms:

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

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a) The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b) Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4) The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

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

6) The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7) Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

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

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

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

d) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e) A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(I)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

a) DHSES shall provide the Contractor with written notice of noncompliance.

b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

10) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

a) By entering into this Contract, Contractor (or any assignee) 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

b) 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.

c) During the term of the Contract, should DHSES 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.

d) DHSES 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.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

2) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

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

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

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

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

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

6) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

3) For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

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

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

E. Records and Audits:

1) General:

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

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

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

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

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

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

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

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

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

2) Cost Allocation:

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

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

3) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

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

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

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

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race,

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

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

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

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

3) The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

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

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

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

1) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2) any debts owed for UI contributions, interest, and/or penalties;
3) the history and results of any audit or investigation; and
4) copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

P. Consultant Disclosure Law:[7] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2) Contract Goals

a) For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract workplan.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be

liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3) Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b) Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

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

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

c. 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.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d) Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital

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

4) MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5) Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6) MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7) Liquidated Damages - MWBE Participation

a) Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8) M/WBE AND EEO Policy Statement

a) The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b)This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $100 per federal fiscal year if a local unit of government and $250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

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

2) Cost Principles:

a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (for audits of fiscal years beginning prior to December 26, 2014)

b) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for audits of fiscal years beginning on or after December 26, 2014)

F. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) Affirmative steps shall include:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

H. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

I. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend $500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

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

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

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

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

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

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

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;

- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

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

N. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

O. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

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

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

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

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

Q. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

R. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:

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

[2] A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

[3] Fee for Service is a rate established by the Contractor for a service or services rendered.

[4] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[5] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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

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

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Certified by - on

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH14-1050-D00	Suffolk County	10/07/2014

Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph N; Section IV, paragraph A, parts 1 and 2, and paragraph B, parts 1-6: The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH14-1050-D00	Suffolk County	10/07/2014

Special Conditions

1. ALL GRANT FUNDS:
A. Permissible Use of Funding
1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the HSGP application kit, which can be located at http://www.fema.gov/government/grant/hsgp/index.shtm.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at http://www.dhses.ny.gov/planning/#strat.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements
1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases
1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (https://www.llis.dhs.gov/knowledgebase).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities
1. Any non-DHS training course to be supported by this award must be submitted to DHSES for approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

E. Law Enforcement Requirements
1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements
1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: http://www.dhses.ny.gov/grants/#ehp

G. Equipment Maintenance Requirements
1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program
1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she

must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.
4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2014 SHSP GRANT

TITLE OF BILL: An act to accept and appropriate 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $900,000 for the 2014 SHSP Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services and to execute grant-related agreements.

PURPOSE OR GENERAL IDEA OF BILL: The SHSP FY2014 will provide funds to the Departments of Fire, Rescue & Emergency Services, Police, Sheriff's Office, Health Services, and Information Technology to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

SUMMARY OF SPECIFIC PROVISIONS: N/A

JUSTIFICATION: These grant funds will enable FRES to sustain the positions of Planning Aide, Training Officer, and Clerk Typist. It will also allow FRES to sustain satellite phone service, WMD equipment maintenance, cellular hot spots, MREs and water, communication system upgrades, Citizen Corp Council, etc. It will allow SCPD to maintain and repair critical equipment. It will also allow SCPD to sustain the building lease for the Emergency Service Section. Health Services will enhance their emergency preparedness with the purchase of eligible pharmaceuticals. The Sheriff's Office will enhance its Homeland Security efforts by purchasing camera search and night vision equipment. Lastly, IT will enhance its security system protection.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

GREGORY C. MINIUTTI
CHIEF OF COMMUNICATIONS

STEVEN BELLONE
COUNTY EXECUTIVE

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

JOEL VETTER
CHIEF OF SUPPORT SERVICES

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: October 7, 2014

SUBJECT: Request for Introductory Resolution: SHSP FY2014 Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $900,000 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services for the State Homeland Security Program (SHSP) FY2014 Grant. In addition to this department, the grant provides funding for the Police Department, Sheriff's Office, Department of Health Services, and the Department of Information Technology.

The grant provides funding to support planning, equipment and training needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive matters.

If you have any questions, please contact Jared Cirillo of my office at 25058.

JFW:jac

Enclosures

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

MAILING ADDRESS:
PO BOX 127
YAPHANK, NEW YORK 11980-0127

LOCATION:
102 EAST AVENUE
YAPHANK, NEW YORK

COMMISSIONER'S OFFICE: (631) 852-4850
FIRE MARSHAL'S OFFICE: (631) 852-4855
EMERGENCY MGMT OFFICE: (631) 852-4900
COMM. CENTER (24-HOUR): (631) 852-4815
FAX: (631) 852-4861

Intro. Res. No. 1971-14

Laid on Table 11/5/14

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. 2014, AUTHORIZING AN APPRAISAL FOR THE PURCHASE OF DEVELOPMENT RIGHTS OF FARMLAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007 – MEYER'S PLANT AND PRODUCE FARM PROPERTY – TOWN OF RIVERHEAD (SCTM NO. 0600-098.00-01.00-005.000 P/O)

WHEREAS, Local Law 24-2007, "A Charter Law Extending and Accelerating the Suffolk County 1/4% Drinking Water Protection Program for Environmental Protection," authorizes the use of 31.10 per cent of sales and compensating use tax proceeds generated each year for Specific Environmental Protection including acquisition of open space; environmentally sensitive lands; farmland development rights; hamlet parks; active recreational parks; or historic/cultural parks, as determined by duly enacted Resolutions of the County of Suffolk; and

WHEREAS, the Suffolk County Purchase of Development Rights Program was amended in 2013 pursuant to Local Law 44-2013 and as part of said amendments a Bi-Annual review process was designated in order to maximize Suffolk County's financial resources while preserving its valuable farmland resources; and

WHEREAS, pursuant to Chapter 8 of the Suffolk County Administrative Local Laws ("Chapter 8"), an application was made by Peter Meyer III for the above referenced property to be considered inside the designated Bi-annual review process for inclusion in the Suffolk County Purchase of Development Rights Program; and

WHEREAS, an application was considered by the Suffolk County Farmland Committee at its meeting on September 16, 2014 and adopted Resolution Number FC-23-2014 approving the parcel to be recommended for consideration by the Suffolk County Legislature; and

WHEREAS, Resolution No. 265-2013 established a new three step land acquisition process, the first step being an appraisal of the parcel(s) proposed for acquisition; now, therefore, be it

1st **RESOLVED,** that the parcel(s) listed in Exhibit "A" meets the criteria required by the Suffolk County Drinking Water Protection Program for Purchase of Development Rights of Farmland, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER; and, be it further

2nd **RESOLVED,** that such acquisition(s) is(are) to be made in accordance with the procedures set forth in Chapter 8 of the SUFFOLK COUNTY CODE which provided that they be consummated in accordance with provisions of General Municipal Law Section 247 and the recommendation(s) of the Suffolk County Farmland Committee; and, be it further

3rd **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, Department of Economic Development and Planning, or his or her deputy, is

hereby authorized, empowered, and directed, pursuant to Section A35-3(B)(1) of the SUFFOLK COUNTY ADMINISTRATIVE CODE, to have the subject parcel(s) appraised; and, be it further

4th **RESOLVED**, that the cost of such appraisal shall be paid from the funds to be appropriated pursuant to Article XII of the SUFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and, be it further

5th **RESOLVED**, that the cost associated with the preparation of a title search, survey, map, or environmental assessment of the subject parcel(s), which may be authorized by a subsequent legislative resolution or procedural motion, shall be paid for from the funds to be appropriated pursuant to Article XII of the SUFFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and, be it further

6th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) AND WITHIN THE MEANING OF Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management, and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

EXHIBIT A

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER:
No. 01	District Section Block Lot	0600 098.00 01.00 005.000 p/o	45.8 out of 49.8	Peter J. Meyer III and Sandra J. Meyer
		TOTAL ACRES:	**45.8**	

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation 1971

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

AUTHORIZING AN APPRAISAL FOR THE PURCHASE OF DEVELOPMENT RIGHTS OF FARMLAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007 – MEYER'S PLANT AND PRODUCE PROPERTY – TOWN OF RIVERHEAD (SCTM # 0600-098.00-01.00-005.000 P/O)

3. Purpose of Proposed Legislation

See No. 2 above

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

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

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

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

N/A

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

N/A

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Lauretta R. Fischer *Principal Environmental Analyst*		*October 8, 2014*

SCIN FORM 175b (10/95)

Neil Tobin 10/21/14

COUNTY OF SUFFOLK

1971

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

October 8, 2014

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: **Reso-EDP- Appraisal Steps for Farmland PDR – Meyer's Plant and Produce Farm**

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize an appraisal for the purchase of farmland development rights for the Meyer's Plant and Produce Farm property within the Town of Riverhead totaling 45.8 acres. The Meyer's Plant and Produce Farm property was approved by the Suffolk County Farmland Committee at their September 16, 2014 meeting inside its Bi-annual review period pursuant to Chapter 8 of the Suffolk County Code, as amended.

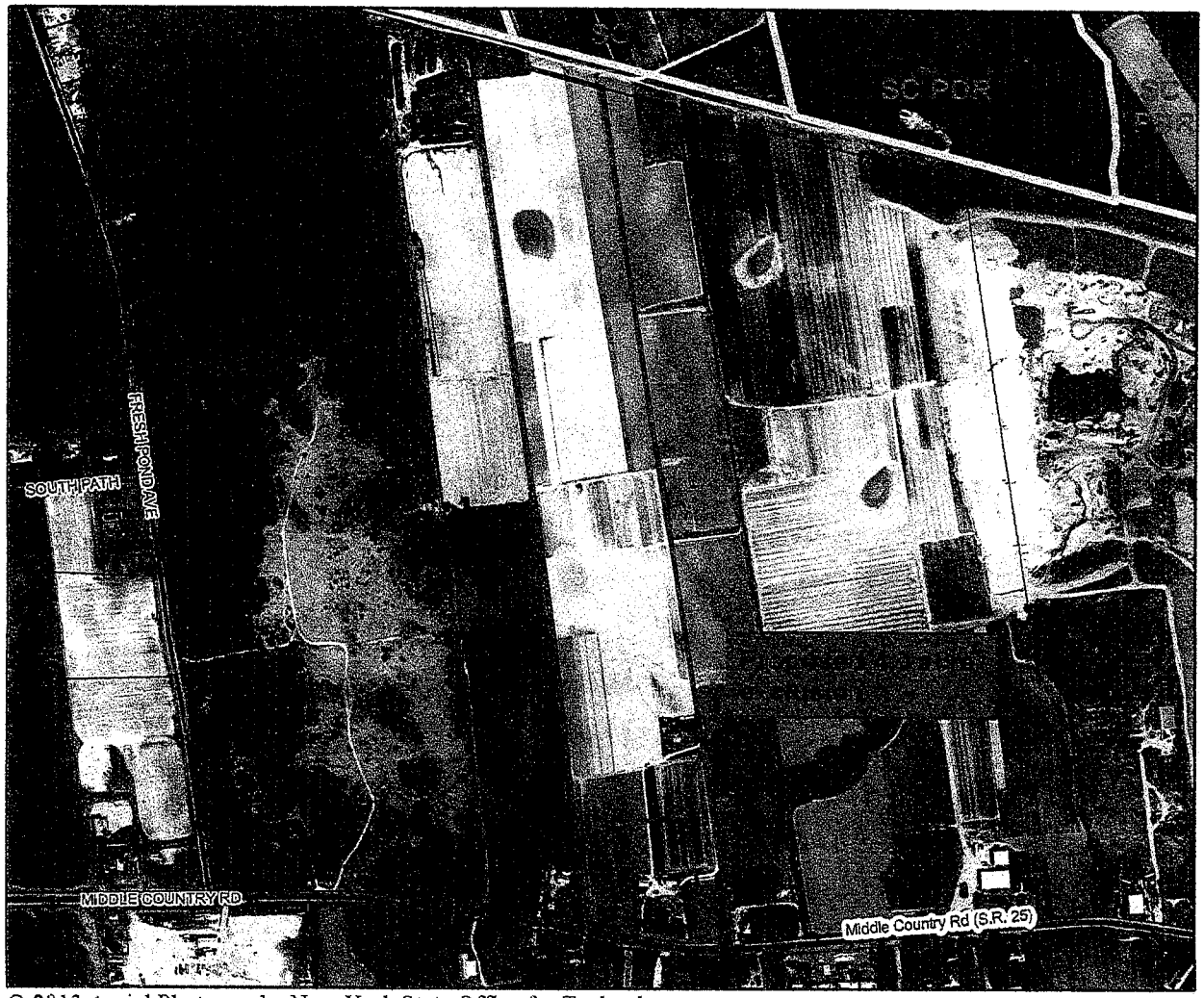
Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

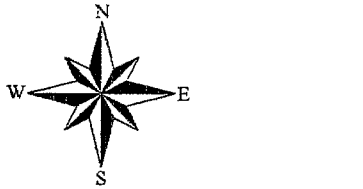
cc: Dennis Cohen, Chief Deputy County Executive
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director, Intergovernmental Relations
Lauretta R. Fischer, Principal Environmental Analyst, Div. of Planning and Environment
Andrew Amakawa, Research Technician, Div. of Planning and Environment
Jill Rosen-Nikoloff, Director, Div. of Real Property Acquisition and Management
Janet Longo, Acquisition Supervisor, Div. of Real Property Acquisition and Management
Robert Braun, Department of Law
CE Reso Review (electronic copy)

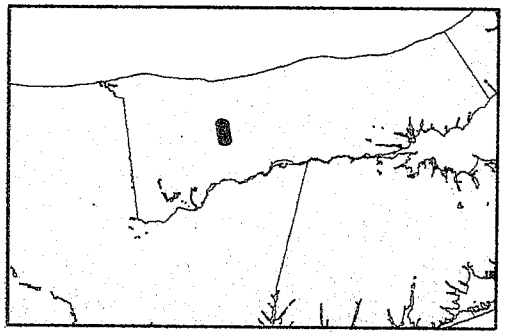
PETER & SANDRA MEYER / "MEYERS PLANT & PRODUCE"
SCRPTM # 0600 09800 0100 005000 p/o
Suffolk County Purchase of Development Rights Program - Farmland Parcel For Acquisition
45.8 +/- acres proposed (49.8 acres total) - Calverton, Town of Riverhead - Farmland Rating - 15.5/25
Crops: Corn, Tomatoes, Squash, Broccoli, Cauliflower & Cukes

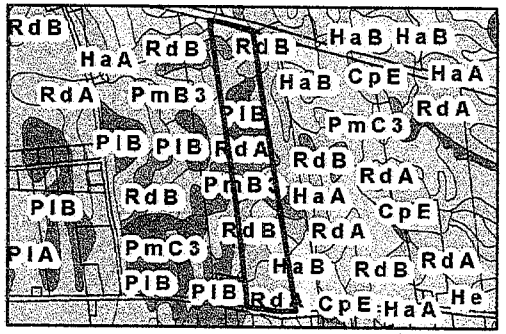


© 2013 Aerial Photography New York State Office for Technology.

0 1,150 2,300 4,600 6,900 9,200 Feet







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Real Property Taxmap parcel linework used with permission of Suffolk County Real Property Tax Service Agency (R.P.T.S.A.). This rendering is a DRAFT MAP in that 1) the data displayed is an interagency or intra agency work* produced for the purpose of identifying and correcting data. It is not a final agency determination. It is not statistical or factual compilation of data. In some cases correct data has been left out and questionable or inaccurate data has been exaggerated to help identify errors. In short, this is a DRAFT MAP produced in an effort to aid in the correction of data and is not held out as being complete or accurate in any way.

*excerpted from (F.O.I.L.) the provisions of the Freedom of Information Law [Public Officers Law Article 6 Section 84-90] by section 87.2.g

SUFFOLK COUNTY
Hon. Steven Bellone
Suffolk County Executive
NEW YORK

Prepared Sept 2014
A. Amakawa

14b1

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1971

TITLE OF BILL (I.R.) :

AUTHORIZING AN APPRAISAL FOR THE PURCHASE OF DEVELOPMENT RIGHTS OF FARMLAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007 – MEYER'S PLANT AND PRODUCE FARM PROPERTY – TOWN OF RIVERHEAD (SCTM # 0600-098.00-01.00-005.000 P/O)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To commence appraisal steps to purchase the development rights to the Meyer's Plant and Produce Farm Property.

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County's appraisal procedure to acquire the farmland development rights to the Meyer's Plant and Produce Farm property for ultimate inclusion in the Suffolk County New Drinking Water Protection Program, effective December 1, 2007, Farmland component, Section C12-(A) (1)(f) of the SUFFOLK COUNTY CHARTER.

JUSTIFICATION:

The Suffolk County Farmland Committee reviewed the received application at its September 16, 2014 meeting and adopted Resolution Number FC-23-2014 approving the parcel(s) recommended, inside the Committee's Bi-Annual review period pursuant to Chapter 8 of the Suffolk County Code, as amended, for consideration by the Suffolk County Legislature.

FISCAL IMPLICATIONS:

Monies would be utilized from a dedicated funding source specifically to acquire Farmland Development Rights: Local Law 24-2007, "A Charter Law Extending and Accelerating the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection," authorizes the use of 31.10 percent of sales and compensating use tax proceeds generated each year for Specific Environmental Protection including acquisition of farmland development rights under Section C12-(A) (1)(f) of the SUFFOLK COUNTY CHARTER.

Intro. Reso. No. 1972-14 Laid on Table 11/5/14
Introduced by Presiding Officer at the request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING A GRANT PROVIDING 100% SUPPORT, IN THE AMOUNT OF $247,973, FROM THE NEW YORK CITY POLICE DEPARTMENT IN CONJUNCTION WITH THE FEDERALLY SPONSORED SECURING THE CITIES PROGRAM, AND AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM IN CONNECTION WITH THE PURCHASE OF MARINE AND HELICOPTER EQUIPMENT (CP3513)

WHEREAS, the New York City Police Department (NYPD) has received federal grant funding for the Securing The Cities (STC) initiative, a program designed to prevent a radiological/nuclear attack on high risk urban areas by enhancing regional capabilities to detect, identify and interdict illicit radioactive materials in and around urban areas; and

WHEREAS, the NYPD has awarded $247,973 in STC funding to the Suffolk County Police Department (SCPD) to purchase helicopter microwave video downlink equipment; and

WHEREAS, said project is designed to enhance the Suffolk County Police Department's ability to prevent and respond to terrorism or other emergency incidents in Suffolk County and increase regional interoperability; and

WHEREAS, the operational period of the Project will be from October 1, 2010 through March 31, 2015; and

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

WHEREAS, sufficient funds are not included in the 2014 Capital Budget and Program to cover the cost of said request under Capital Project 3513 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, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2014 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $247,973 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 Volume 6 of New York Code of Rules and Regulations ("NYCRR") Section 617.5(25) and (27), in that the resolution concerns purchase of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is determined that this program with a priority ranking of fifty-nine (59) 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 2014 Capital Budget and Program be and they hereby are amended as follows:

Project No.: 3513
Project Title: Marine and Helicopter Equipment

	Total Estimated Cost	Current 2014 Capital Budget and Program	Revised 2014 Capital Budget and Program
5. Furniture & Equipment	$247,973	$0	$247,973 (F)
TOTAL	$247,973	$0	$247,973

and be it further

4th. **RESOLVED**, that Federal Aid be and it hereby is appropriated as follows:

Project No	J.C.	Project Title	Amount
Ref-525-CAP-3513.513	7	Marine and Helicopter Equipment	$247,973

and be it further

5h **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal pass-through funding in the amount of $247,973; and be it further

6th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal pass-through funding share of $247,973; and be it further

7th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the NYPD 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 of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation 1972

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING A GRANT PROVIDING 100% SUPPORT, IN THE AMOUNT OF $247,973, FROM THE NEW YORK CITY POLICE DEPARTMENT IN CONJUNCTION WITH THE FEDERALLY SPONSORED SECURING THE CITIES PROGRAM, AND AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM IN CONNECTION WITH THE PURCHASE OF MARINE AND HELICOPTER EQUIPMENT (CP3513)

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 5 is "yes", Provide Detailed Explanation of Impact

Suffolk County is required to first instance fund capital project 3513. County Comptroller is authorized to issue BANS to cover the Federal share (100%).

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

N/A

8. Proposed Source of Funding

New York City Police Department in conjunction with the Federally sponsored grant funding for Securing The Cities (STC) initiative. 100% support.

9. Timing of Impact

2014

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 21, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1972

	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, 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

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 9/30/14
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: **Securing the Cities (STC) 2010**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program): Homeland Security Act of 2002, Department of Defense and Full-year Continuing Appropriations Act, 2011 Public Law 112-10, 6 U.S.C. 591-596, Continuing Appropriations Resolution 2015 Public Law 113-164, passed through and administered by NYPD.

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. _X__Renewal Application
C. ___Supplemental (Specify) _____
D. ___Extension of Funding Period
E. ___Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.).

This funding will support the SCPD's purchase of helicopter microwave video downlink equipment for use with SCPD helicoptors.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

II. BUDGET INFORMATION

1. Term of Contract From 10/1/2010 To: 03/31/2015

2. Financial Assistance Requested

SOURCE	*SECOND FUNDING CYCLE*		*THIRD FUNDING CYCLE*		*FOURTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$189,045	85.02%	$160,639	78.90%	$247,973	100%
State	$	%	$	%	$	%
Private	$	%	$	%	$	%
County	$33,306	14.98%	$42,971	21.10%	$	%
Total	$$222,351	100%	$203,610	100%	$247,973	100%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$ None	$	$None
A. Cash Contribution	$	$	$
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0	5. Can This Program Be Refunded by the Proposed Non-County Sources? X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries				
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2040 Trucks, Trailers, and Jeeps 2090 Radio and Communication 2130 Boats & Marine 2500 Other Equip Not Otherwise	**247,973** 247,973			
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph 4015 Cellular Communications 4210 Computer Services				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4770 Special Services				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance				
OTHER (List Source & Brief Explanation)				

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES					Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %			
				GRANTOR	COUNTY	IN-KIND	
NONE							

SCIN Form 164D (10-80)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution _X_ Local Law ___ Charter Law ___

2. Title of Proposed Resolution
   Accepting and appropriating a grant providing 100% support, in the amount of $247,973, from the New York City Police Department in conjunction with the Federally sponsored Securing The Cities Program, and amending the 2014 Capital Budget and Program in connection with the purchase of marine and helicopter equipment (CP3513)

3. Purpose of Proposed Legislation
   To accept $247,973 from the New York City Police Department (NYPD) in federal pass through funding, to allow The Suffolk County Police Department to purchase helicopter microwave video downlink equipment to be used with SCPD helicopters.

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 answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:

   This portion of the overall project is 100% funded by this grant program.

8. Proposed Source of Funding
   Department of Homeland Security, New York City Police Department

9. Timing of Impact
   Immediate

10. Typed Name & Title of Preparer
    Susan C. Krause
    Grants Analyst

11. Signature of Preparer

12. Date
    10/1/14

SCIN FORM NO. 175b (10/95)

1978

CAPITAL PROJECT RANKING FORM

CAPITAL PROJECT RANKING FORM	Response	Score	Category
Cumulative Ranking (maximum score=100 points)		59.3	
1. Does this project meet the minimum 5-25-5 criteria for inclusion in the capital program pursuant to Local Law 23 of 1994? Enter "Y" or "N".	Y	5.6	Planning
2. ENTER "Y" if this is either a non-recurring project or a recurring project that is financed with "G" money or ENTER "N" if this is a recurring project financed through the capital program with a source of funds other than "G" money.	Y	5.6	Planning
3. Is implementation of the project mandated by federal, state or local law? ENTER "0" if not mandated, ENTER "1" (yes-long term) if mandated, but more than 3-years (beyond the current capital program) are needed to meet the mandate, or ENTER "2" if mandate must be met within the current 3-year capital program.	0	0.0	Planning
4. What percent of the project is funded by state or federal aid, or other nonproperty tax revenue (department income, tuition at the college, interfund transfers from Fund 404 for sewers, etc.)? ENTER the percent from 0 to 100.	100	11.1	Fiscal
5. What is the non-debt service net operating budget impact? ENTER "1" for an increase in net operating expenses (net of debt service on borrowing for this capital project and net of state & federal aid and other nonproperty tax revenue); ENTER "2" for no impact; ENTER "3" for a decrease in net operating expenses within 10 years; ENTER "4" for a decrease in net operating expenses within 5 years.	2	5.6	Fiscal
6. What affect will this project have on the local economy with respect to expansion of the tax base and/or job creation? ENTER "1" = negative economic impact; ENTER "2" = no effect; ENTER "3" = positive economic impact.	2	5.6	Economic
7. Which level of service best describes this project? ENTER "1" = will expand the level of services, provide new services, or provide service level quality enhancements; ENTER "2" = needed to maintain existing levels; or ENTER "3" = replaces, rehabilitates or repairs a deteriorating or obsolete facility (i.e., Yaphank Jail)	1	0.0	Service
8. Does this project (1) correct a critical health or safety hazard, (2) prevents a critical breakdown in county facilities (i.e. asbestos removal or road improvements at high accident locations) or (3) promotes public safety or public health, providing critical services to county residients? Enter "Y" or "N".	Y	11.1	Service
9. What impact does the project have on the environment? ENTER "1" a for negative impact, ENTER "2" for no impact or ENTER "3" for a positive impact.	2	5.6	Service
10. What percent of the County's population will potentially be served? ENTER "1" if potential use is less than or equal to 25% of the county's population, ENTER "2" if potential use is less than or equal to 50%, ENTER "3" if potential use is less than or equal to 75%, ENTER "4" if potential use exceeds 75%.	4	5.6	Service
11. How would you (the analyst) rate the need for this project? ENTER "1" = Not necessary; ENTER "2" = Moderate priority; ENTER "3" = High priority; ENTER "4" = Critical.	3	3.7	All Categories

1978

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating a grant providing 100% support, in the amount of $247,973, from the New York City Police Department in conjunction with the Federally sponsored Securing The Cities Program, and amending the 2014 Capital Budget and Program in connection with the purchase of marine and helicopter equipment (CP3513)

PURPOSE OR GENERAL IDEA OF BILL: To accept a grant award of $247,973 to enhance Suffolk County's prevention, deterrence and response capabilities with regards to Homeland Security, emergency response and intelligence information gathering with 100% support.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept Federal pass-through funding in the amount of $247,973 from the New York City Police Department in conjunction with the Federally sponsored Securing the Cities program. This funding will be used to purchase helicopter mounted microwave video downlink equipment to provide real time video of emerging incidents, with 100% support.

JUSTIFICATION: This pass-through Federal grant funding will allow the County to purchase valuable equipment that will allow a real time video feed to inform County operations for a variety of emergency incidents. The Suffolk County Police Department is charged with protecting the citizens of Suffolk County and must respond to emergency incidents, from weather related events to acts of terrorism. Having the ability to view the emergence and progression of an incident in real time will be a tremendous asset, enhancing our ability to respond in the most effective way. In addition, the system increases regional interoperability.

FISCAL IMPLICATIONS: This portion of the project is 100% funded by this grant program.

COUNTY OF SUFFOLK

1972

STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT
MEMORANDUM

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

FROM: **Mark White, Chief of Support Services**
Suffolk County Police Department

DATE: **October 1, 2014**

SUBJECT: **Resolution Packet & SCIN Forms for the New York City Police Department sponsored Securing the Cities 2010 Federal Grant Program (CP3513.513)**

Passage of this Resolution is requested for the November 18, 2014 meeting pursuant to Local Law 40

Attached please find two copies of the following for the **Securing the Cities 2010** grant program:

1. Draft Resolution
2. Capital Project Ranking Form
3. Memorandum of Support
2. Grant SCIN Forms
3. Request for Introduction of Legislation
4. Financial Impact Statement
5. Copy of expenditure approval from the New York Police Department

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

Passage at the November 18, 2014 meeting of the Legislature is requested pursuant to Local Law 40, in order to expedite implementation of the project. This grant program will expire on March 31, 2015 with extension approval for NYPD by DHS uncertain. In order to ensure that project goals will be met it is necessary that funding be made available as soon as possible.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you as always for your assistance with this project.

MW/sck
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Evelyn Creen, Senior Federal & State Aid Claims Examiner

1973

Intro. Res. No. - 2014 Laid on the Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH ASSESSMENT OF INFORMATION SYSTEM AND EQUIPMENT FOR PUBLIC WORKS (CP 5060)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Assessment of Information Systems and Equipment for 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 $100,000 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 fifty-two (52) 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 Assessment of Information System and Equipment for Public Works, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $100,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5060.110 (Fund 001 Debt Service)	50	Assessment of Information System and Equipment for Public Works	$100,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1973

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH ASSESSMENT OF INFORMATION SYSTEM AND EQUIPMENT FOR PUBLIC WORKS (CP 5060)

3. Purpose of Proposed Legislation

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS 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

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2014 AND 2015. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2016 OPERATING BUDGET. ATTACHED CAT BASED ON 2014 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 21, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1973

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, 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

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1973

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1973

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$22,085**	**$0.04**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$22,085**	**$0.04**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for Informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1973

Term of Bonds	5
Amount to Bond:	$100,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	$18,685.45	$3,400.00	$22,085.45	$22,085.45
			$1,382.35	$1,382.35	
5/1/2017	3.000%	$19,320.75	$1,382.35	$20,703.10	$22,085.45
			$1,053.89	$1,053.89	
5/1/2018	3.000%	$19,977.66	$1,053.89	$21,031.55	$22,085.45
			$714.27	$714.27	
5/1/2019	4.000%	$20,656.90	$714.27	$21,371.17	$22,085.45
			$363.11	$363.11	
5/1/2020	4.000%	$21,359.24	$363.11	$21,722.34	$22,085.45
5/1/2021		$100,000.00	$10,427.25	$110,427.25	$110,427.25
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					
5/1/2033					

1973

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Assessment of Information System and Equipment for Public Works (CP 5060)

PURPOSE OR GENERAL IDEA OF BILL: Continues the support of the Department's web-based information system, DRIVE (Data Retrieval, Integration and Visualization Engine), which provides tools to manage the County's massive infrastructure and provide timely and accurate answers to executive and legislative inquiries.

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project; there are no offsets needed.

JUSTIFICATION: These funds will enable the Department to update the system's architecture and implement improvements to maintain vendor support

FISCAL IMPLICATIONS: Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds. The project continues to have a positive impact on the operating budget through enhanced efficiencies.

COUNTY OF SUFFOLK

1973

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: October 6, 2014

RE: Appropriating Funds in Connection with Assessment of Information System and Equipment for Public Works (CP 5060)

Attached is a draft resolution to appropriate the sum of $100,000 for engineering in connection with the above referenced project. There are sufficient funds included in the 2014 Capital Budget and Program for this project.

This program continues the support of the Department's web-based information system, DRIVE (Data Retrieval, Integration and Visualization Engine), which provides tools to manage the County's massive infrastructure and provide timely and accurate answers to executive and legislative inquiries. The system includes mail log and FOIL tracking, snow removal and locations of waterways, drainage and bridge structures, with historical data.

These funds will be utilized to update the system's architecture and implement improvements to maintain vendor support, as per the GIS Division of the Department of Information Technology. Through enhanced efficiencies, this project continues to have a positive impact on the operating budget.

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-CP5060(Access Info Systems).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

1974

Intro. Res. No. - 2014 Laid on the Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH APPLICATION AND REMOVAL OF LANE MARKINGS (CP 5037)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Application and Removal of Lane Markings; 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 $400,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, Resolution No.1171-1995 approved by the County Legislature issued a SEQRA Negative Declaration for the project, 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 forty-nine (49) 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 Application and Removal of Lane Markings, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $375,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5037.327 (Fund 001 Debt Service)	50	Application and Removal of Lane Markings	$400,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1974

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution ___X___ Local Law _____ Charter Law _____
2. Title of Proposed Legislation **RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH APPLICATION AND REMOVAL OF LANE MARKINGS (CP 5037)**
3. Purpose of Proposed Legislation See 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 5 is "yes", Provide Detailed Explanation of Impact SERIAL BONDS WILL BE ISSUED TO FINANCE THIS 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 IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2014 AND 2015. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2016 OPERATING BUDGET. ATTACHED CAT BASED ON 2014 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 21, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER 1974

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, 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

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1974

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1974

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$88,342**	**$0.17**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$88,342**	**$0.17**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1974

Term of Bonds	5
Amount to Bond:	$400,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	$74,741.80	$13,600.00	$88,341.80	$88,341.80
			$5,529.39	$5,529.39	
5/1/2017	3.000%	$77,283.02	$5,529.39	$82,812.41	$88,341.80
			$4,215.58	$4,215.58	
5/1/2018	3.000%	$79,910.64	$4,215.58	$84,126.22	$88,341.80
			$2,857.10	$2,857.10	
5/1/2019	4.000%	$82,627.60	$2,857.10	$85,484.70	$88,341.80
			$1,452.43	$1,452.43	
5/1/2020	4.000%	$85,436.94	$1,452.43	$86,889.37	$88,341.80
5/1/2021		$400,000.00	$41,708.99	$441,708.99	$441,708.99
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					
5/1/2033					

1974

C.P. 5037 APPLY/REMOVE PAVEMENT MARKINGS 2014			
CR#	**Road / Limits**	**Town**	**Leg Dist**
2	**Straight Path**		
	between NY 110 and NY 109	Babylon	**15**
3	**Wellwood Avenue**		
	between CR 2 and Lindenhurst Village Line	Babylon	**15**
11	**Pulaski Road**		
	between Woodbury Avenue and Deposit Lane	Huntington	**13**
	between Cuba Hill Rd and CR 86, Broadway-Greenlawn R	Huntington	**18**
12	**Oak Street**		
	between CR 1, County Line Rd and Strong Avenue	Babylon	**15**
13	**Fifth Avenue**		
	between NY 27A and NY 27	Islip	**11**
17	**Carleton Avenue**		
	between NY 27A and Southern State Parkway	Islip	**10, 11**
19	**Waverly Avenue**		
	between NY 27 and I-495 SSR	Islip/Brookhaven	**8**
21	**Rocky Point Road**		
	between Whiskey Road and NY 25	Brookhaven	**6**
35	**Park Avenue**		
	between CR 11, Pulaski Road and Broadway Avenue	Huntington	**18**
38	**North Sea Road**		
	at CR 39, North Road	Southampton	**1**
50	**Union Boulevard**		
	between Brookdale Avenue and Simon Avenue	Babylon	**14**
71	**Old Country Road**		
	at CR 55, Eastport-Manorville Road	Brookhaven	**2**
80	**Montauk Highway**		
	between NY 24 and CR 39B	Southampton	**2**
	between CR 31, Old Riverehad Road at Depot Road	Southampton	**2**
82	**Higbile Lane**		
	between NY 27A and NY 27 SSR	Babylon	**11**
83	**North Ocean Avenue**		
	between Howard Avenue and NYS 112	Brookhaven	**4**
	between NYS 27 and I-495 SSR	Brookhaven	**1**
85	**Montauk Highway**		
	between Idle Hour Road and Atlantic/Taylor	Islip	**8**
86	**Broadway-Greenlawn Road**		
	between CR 11, Pulaski Rd and Cuba Hill Rd	Huntington	**18**
92	**Oakwood Road**		
	between NY 25 and NY 110	Huntington	**1**
96	**Great East Neck Road**		
	between CR 12, Oak St and NY 27A	Babylon	**14**
97	**Nicolls Road**		
	at NY 27 Ramps	Brookhaven	**8**
99	**Woodside Avenue**		
	between Station Road and CR 19, Waverly Avenue	Brookhaven	**3, 8**

IT MAY BE NECESSARY TO ADD AND / OR SUBSTITUTE OTHER ROADS AND / OR REVISE LIMITS OF WORK DUE TO SEASONAL LIMITATIONS, CHANGES IN PRIORTIES, OR OTHER REQUIREMENTS AS DETERMINED BY THIS DEPARTMENT

1974

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with Application and Removal of Lane Markings (CP 5037)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for the application and removal of thermoplastic reflectorized lane markings on various county roadways, with an expected life of 3 to 5 years. These services improve motorist safety

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project, there are no offsets needed.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to issue work orders for application and removal of lane markings.

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

1974

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: October 8, 2014

RE: Appropriating Funds in Connection with Application and Removal of Lane Markings (CP 5037)

Attached is a draft resolution to appropriate the sum of $400,000 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 project is extremely important to improve motorist safety as lane markings are an integral part of the County roadway system. We intend to utilize these funds to upgrade/modify pavement markings at various LIRR crossings, pedestrian crosswalks and priority intersections.

Locations to be progressed under this project include, but are not limited to, the attached list. ***It may be necessary to add and/or substitute other roads and/or revise limits of work due to seasonal limitations, changes in priorities or other requirements to be determined by this Department.***

The Suffolk County Council on Environmental Quality has reviewed projects of this nature under a previous version of the implementing rules and regulations of SEQRA and determined that the project constitutes a Type II action.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5037(Lane Markings).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

1975

Intro. Res. No. - 2014 Laid on the Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH SAFETY IMPROVEMENTS AT VARIOUS INTERSECTIONS (CP 3301)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Safety Improvements at Various Intersections; 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 $475,000 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 fifty-one (51) 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 Safety Improvements at Various Intersections, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $475,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-3301.132 (Fund 001 Debt Service)	50	Safety Improvements at Various Intersections	$475,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1975

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH SAFETY IMPROVEMENTS AT VARIOUS INTERSECTIONS (CP 3301)

3. Purpose of Proposed Legislation

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS 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

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2014 AND 2015. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2016 OPERATING BUDGET. ATTACHED CAT BASED ON 2014 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 21, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1975

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, 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

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1975

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1975

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$104,906**	**$0.20**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$104,906**	**$0.20**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1975

Term of Bonds	5
Amount to Bond:	$475,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	$88,755.88	$16,150.00	$104,905.88	$104,905.88
			$6,566.15	$6,566.15	
5/1/2017	3.000%	$91,773.58	$6,566.15	$98,339.73	$104,905.88
			$5,006.00	$5,006.00	
5/1/2018	3.000%	$94,893.89	$5,006.00	$99,899.89	$104,905.88
			$3,392.80	$3,392.80	
5/1/2019	4.000%	$98,120.28	$3,392.80	$101,513.08	$104,905.88
			$1,724.76	$1,724.76	
5/1/2020	4.000%	$101,456.37	$1,724.76	$103,181.13	$104,905.88
5/1/2021		$475,000.00	$49,529.42	$524,529.42	$524,529.42
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					
5/1/2033					

1975

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating Funds in Connection with Safety Improvements at Various Locations (CP 3301)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for engineering and design for traffic signal studies and improvements for capacity and safety at various locations.

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project, there are no offsets needed.

JUSTIFICATION: These funds will enable Suffolk County Department of Public Works to continue with engineering and design for traffic safety improvements at various locations.

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

1975

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: October 8, 2014

RE: Appropriating Funds in Connection with Safety Improvements at Various Intersections (CP 3301)

Attached is a draft resolution to appropriate the sum of $475,000 for engineering in connection with the above referenced project. There are sufficient funds included in the 2014 Capital Budget and Program for this project.

The purpose of this appropriation is to have funding available to conduct traffic engineering reviews, studies and design for capacity and safety improvements that will enable the County to enhance safety and reduce accident rates at various locations throughout Suffolk County. Additionally, these funds will be utilized to continue the study of Bicycle Routes along County roads, as well as Evacuation Improvements along CR 46, William Floyd Parkway in the Mastic/Mastic Beach/Shirley communities.

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-CP3301(studies).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

Intro. Reso. No. 1976-14 Laid on Table 11/5/14
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $45,000 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION & CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 77.55% SUPPORT.

WHEREAS, the Department of Homeland Security, United States Immigration & Customs Enforcement, has made available an initial amount of $45,000 in Federal funding to Suffolk County for participation of the Suffolk County Police Department in the ICE El Dorado Task Force; and

WHEREAS, the project period is October 1, 2014 through September 30, 2015; and

WHEREAS, said funds have not been included in the 2014 Suffolk County Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said reimbursement funds as follows:

REVENUE:	AMOUNT
001-4323 - Federal Aid: ICE El Dorado Task Force FFY15	$45,000

ORGANIZATIONS:

Police Department (POL)
ICE El Dorado Task Force FFY15
001-POL-3205

1000-Personal Services	$45,000
1120-Overtime Salaries	45,000

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $13,028 associated with the overtime salaries for this program are included in the 2014 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and U.S. Immigration & Customs Enforcement, Office of the Special Agent in Charge, New York.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1976

1. Type of Legislation

Resolution XX Local Law ____ Charter Law

2. Title of Proposed Legislation

ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $45,000 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION & CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 77.55% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX 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 5 is "yes", Provide Detailed Explanation of Impact

The resolution provides $45,000 for participation in the El Dorado task force.

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

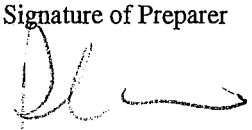
The funds provided by this grant must be expended between October 1, 2014 and September 30, 2015.

8. Proposed Source of Funding

Department of Homeland Security, grant match is in County Operating Budget

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Principal Research Analyst		10-23-14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1976

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE 10/1/2014

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Sarah Furey Senior Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: ICE El Dorado Task Force FFY15

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program), 31 U.S.C. 9703, Treasury Forfeiture Fund Act of 1992, Continuing Appropriations Resolution, 2015, P.L. 113-164, Administered by the U. S. Department of Homeland Security, U.S. Immigration & Customs Enforcement, Office of the Special Agent in Charge, New York

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. _X_Renewal Application
C. ___Supplemental (Specify) _____
D. ___Extension of Funding Period
E. ___Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
This funding will provide reimbursement for the Suffolk County Police Department's participation in the ICE (Immigration and Customs Enforcement) El Dorado Task Force, a task force formed to conduct official Homeland Security Investigations.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

II. BUDGET INFORMATION

1. Term of Contract From: 10/01/14 To: 09/30/15

2. Financial Assistance Requested

SOURCE	*FIFTH FUNDING CYCLE*		*SIXTH FUNDING CYCLE*		*SEVENTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$15,000	78.89%	$30,000	77.01%	$45,000	77.55%
State	$		$		$	
Private	$		$		$	
County	$4,013	21.11%	$4,013	21.11%	$13,028	22.45%
Total	$19,013	100%	$19,013	100%	$58,028	100%

SCIN FORM 164

3. Explanation of Requested County Financial Assistance			
Category	***Total Requested***	***Personnel Costs Requested***	***Non-Personnel Costs Requested***
TOTAL COUNTY SHARE:	$13,028	$	$13,028
A. Cash Contribution	$13,028	$	$13,028
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0	5. Can This Program Be Refunded by the Proposed Non-County Sources? X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved _____ Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved _____ Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	**45,000** 45,000			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

SCIN Form 164D (10-80)

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		**13,028** 12,375 653		Fringe benefits are not reimbursable under this funding program
OTHER (List Source & Brief Explanation)				

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES					Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %			
				GRANTOR	COUNTY	IN-KIND	
Detective Lieutenant		$129.20 HR/OT	Various	100%			
Detective Sergeant		$116.07 HR/ OT	Various	100%			
Detective	4	$104.98 HR/OT	Various	100%			

SCIN Form 164D (10-80)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law ___ Charter Law ___

2. Title of Proposed Resolution
   Accepting & appropriating Federal funding in the amount of $45,000 from the Department of Homeland Security, United States Immigration & Customs Enforcement (ICE), for the Suffolk County Police Department's participation in the ICE El Dorado Task Force with 77.55% support.

3. Purpose of Proposed Legislation
   To accept $45,000 from the Department of Homeland Security, United States Immigration & Customs Enforcement, for the continued participation of the Suffolk County Police Department in the ICE El Dorado Task Force.

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 answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:
   Non-reimbursable employee fringe benefit costs of approximately $13,028 will be incurred through September 30, 2015. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding
   Department of Homeland Security, United States Immigration & Customs Enforcement

9. Timing of Impact
   Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause Grants Analyst		10/1/2014

SCIN FORM NO. 175b (10/95)

AGREEMENT BETWEEN HOMELAND SECURITY LAW ENFORCEMENT AGENCIES
AND
LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCIES
FOR THE REIMBURSEMENT OF EXPENSES
****

This agreement is entered into by the **SUFFOLK COUNTY POLICE DEPARTMENT** and **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** for the purpose of receiving reimbursable costs incurred by the **SUFFOLK COUNTY POLICE DEPARTMENT** in providing resources to joint operations/task forces

Payments may be made to the extent they are included in the Homeland Security law enforcement agency's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties and will remain in effect until terminated by either party.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of Homeland Security law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement established the procedures and responsibilities of both the **SUFFOLK COUNTY POLICE DEPARTMENT** and **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. 9703.

IV. NAME OF TASK FORCE/JOINT OPERATION (If Applicable)

EL DORADO TASK FORCE

V. CONDITIONS AND PROCEDURES

A. Assignment of SUFFOLK COUNTY POLICE DEPARTMENT INVESTIGATORS

Within 10 days of the effective date of this agreement, the **SUFFOLK COUNTY POLICE DEPARTMENT** shall provide **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** with the names, titles, badge or ID numbers of the officer(s) assigned to the task force. Further, the **SUFFOLK COUNTY POLICE DEPARTMENT** shall provide an hourly overtime wage rate of the officer(s) assigned to the operation/task force.

B. REQUESTS FOR REIMBURSEMENT OF OVERTIME EXPENSES

1. The **SUFFOLK COUNTY POLICE DEPARTMENT** may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a Joint Task Force with **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT** for the purpose of conducting official Homeland Security investigations.

2. The **SUFFOLK COUNTY POLICE DEPARTMENT** shall ensure that they are active participants in the EFT program within 10 days of the signing of this agreement.

3. Invoices submitted for the payment of overtime to local/county/state must be submitted on the agency's letterhead. The invoice shall be signed by an authorized representative of that agency.

4. The **SUFFOLK COUNTY POLICE DEPARTMENT** will submit all requests for reimbursable payments, together with appropriate documentation, to **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK, 601 WEST 26th STREET, SUITE 700, NEW YORK, NEW YORK 10001, ATTN: CARMEN RICCI (TELEPHONE NUMBER 646-230-3200).**

The **SUFFOLK COUNTY POLICE DEPARTMENT** shall certify that the request is for overtime and/or other expenses incurred by the **SUFFOLK COUNTY POLICE DEPARTMENT** for participation with **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT.**

The **SUFFOLK COUNTY POLICE DEPARTMENT** shall also certify that requests for reimbursement of overtime expenses have not been made to other Federal law enforcement agencies who may also be participating with the operation or task force.

The **SUFFOLK COUNTY POLICE DEPARTMENT** acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the operation or task force and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the **SUFFOLK COUNTY POLICE DEPARTMENT** must be approved and certified by **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK.** The Homeland Security law enforcement agency shall countersign the invoices for payment.

6. The maximum reimbursement entitlement for overtime worked on behalf of **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** is set at $15,000.00 per officer assigned to the operation or task force for the Fiscal Year period.

C. **PROGRAM AUDIT**

This agreement and its procedures are subject to audit by **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT**, the Department Homeland Security – Office of Inspector General, the General Accounting Office, and other government designated auditors. The **SUFFOLK COUNTY POLICE DEPARTMENT** agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed. These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

D. **REVISIONS**

The terms of this agreement may be amended upon the written approval of both the **SUFFOLK COUNTY POLICE DEPARTMENT** and **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT**. The revision becomes effective upon the date of approval.

E. **NO PRIVATE RIGHT CREATED**

This is an internal government agreement between a Homeland Security Law Enforcement Agency and a Local/County/State Law Enforcement Agency and is not intended to confer any right or benefit to any private person or party.

Richard Dormer
Commissioner
Suffolk County Police Department

DATE: 10/04/05

Martin D. Ficke
Special Agent in Charge, NY
U.S. Immigration & Customs Enforcement

DATE: 10/17/05

NAME TITLE
(ICE Headquarters Office)

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting & appropriating Federal Funding in the amount of $45,000 from the Department Of Homeland Security, United States Immigration & Customs Enforcement (ICE), for the Suffolk County Police Department's participation in the ICE El Dorado Task Force with 77.55% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $45,000 in funding from the Department Of Homeland Security, United States Immigration & Customs Enforcement (ICE), to support the participation of the Suffolk County Police Department in the ICE El Dorado Task Force.

SUMMARY OF SPECIFIC PROVISIONS: The Department Of Homeland Security, United States Immigration & Customs Enforcement (ICE) has allocated $45,000 to the Suffolk County Police Department to support its involvement in the ICE El Dorado Task Force.

JUSTIFICATION: The Suffolk County Police Department participates in the ICE El Dorado Task Force. In order to facilitate the Suffolk County Police Department's participation, the Department of Homeland Security, ICE provides reimbursement funding to assist with costs incurred.

FISCAL IMPLICATIONS: Non-reimbursable employee fringe benefit costs of approximately $13,028 will be incurred through September 30, 2015. Additional costs will only be incurred if the program receives additional funding in subsequent years.

COUNTY OF SUFFOLK

STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT
MEMORANDUM

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

FROM: **Mark White, Chief of Support Services**

DATE: **October 1, 2014**

SUBJECT: **Resolution Packets & SCIN Forms for the United States Immigration & Customs Enforcement (ICE) sponsored ICE El Dorado Task Force FFY 15**

Attached please the following for the ICE El Dorado Task Force FFY15:

1. Draft Resolution
2. Memorandum of Support
3. SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the Agreement between the Suffolk County Police Department and the U.S. Immigration & Customs Enforcement, Office of the Special Agent in Charge, New York

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601

Thank you as always for your assistance with this project.

MW/sck
Att.
cc: Dennis M. Cohen, Chief Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lisa Santeramo, Assistant Deputy County Executive
Evelyn Creen, Principal Federal & State Aid Claims Examiner

Intro. Res. No. 1977-14 Laid on Table 11/5/14
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $2,652,733 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2014" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Division of Homeland Security and Emergency Services has awarded Suffolk County federal funds under the UASI FY2014 program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and,

WHEREAS, the UASI FY2014 will provide funds to the Departments of Fire, Rescue & Emergency Services, Police, Sheriff, Health Services, and Medical Examiner to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials; and

WHEREAS, this grant is for a twenty-four (24) month period from 09/01/2014 through 08/31/2016 in which the County will receive 100% grant funding in the amount of $2,652,733 for the UASI FY2014; and,

WHEREAS, said funds have not been included in the 2014 Operating Budget; and

WHEREAS, the UASI FY2014 grant includes funding for the Department of Fire, Rescue and Emergency Services to continue the employment of eight (8) positions total: one (1) Community Emergency Evacuation Coordinator (full-time); four (4) Resource Management Officers (part-time); two (2) Planning Aides (full-time); one (1) Clerk Typist (full-time), and

WHEREAS, these positions already exist unfunded in the 2014 Operating Budget in 001-FRE-3401 as position numbers 0300-0003 (Community Emergency Evacuation Coordinator), 0300-0004 (Resource Management Officer) 0300-0008/9 (Planning Aides); and 001-FRE-3401-0100-0001 (Clerk Typist)

WHEREAS, the UASI FY2014 grant includes funding for the purchase of one (1) portable fuel trailer for the Police Department to be utilized for helicopter fueling; and

WHEREAS, the purchase of this vehicle will increase the fleet of the Police Department by one; and

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

1st RESOLVED, the County Comptroller and the County Treasurer be and they hereby are authorized to accept $2,652,733 and appropriate said grant funds as follows:

UASI FY 2013 - $2,652,733

REVENUES	AMOUNT
001-FRE-4362– UASI 2014	$1,443,733
001-POL-4362 – UASI 2014	$ 687,992
001-HSV-4362 – UASI 2014	$ 280,989
001-SHF-4362 – UASI 2014	$ 223,001
001-MEO-4362 – UASI 2014	$ 17,018

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services
UASI FY 2014
001-FRE-3417 - $1,273,370

1000 – Personnel Services	$383,365
1110 – Interim Salaries (for charging salaries from 001-3401)	$309,500
1120 – Overtime	$ 73,865
2000 – Equipment	$474,505
2090 – Communications Equipment	$107,954
2500 – Other Equipment	$366,551
3000 – Supplies	$270,500
3160 – Computer Software	$170,500
3330 – Food	$100,000
4400 – Rent	$145,000
4410 – Rent: Offices and Buildings	$145,000

Suffolk County Police Department
UASI FY2014
001-POL-3621 - $641,791

1000 – Personnel Services	$158,799
1120 – Overtime	$158,799
2000 – Equipment	$472,992
2020 – Office Equipment	$ 40,000
2040 – Trucks, Trailers, Jeeps	$ 30,000
2500 – Other Equipment	$402,992
4000 – Contractual Expenses	$ 10,000
4770 – Special Services	$ 10,000

Suffolk County Dept of Health Services
UASI 2014
001-HSV-4621 - $280,989

2000 – Equipment	$150,000

2080 – Medical, Dental & Lab Equipment	$100,000
2500 – Other Equipment	$ 50,000
3000 – Supplies	$130,989
3160 – Computer Software	$ 15,000
3370 – Medical, Dental and Lab Supplies	$ 95,389
3680 – Repairs & Maintenance – Special Equipment	$ 20,600

Suffolk County Sheriff's Office
UASI FY2014
001-SHF-3261 - $208,370

1000 – Personnel Services	$ 50,369
1120 – Overtime	$ 50,369
2000 – Equipment	$113,001
2500 – Other Equipment	$113,001
3000 – Supplies	$ 40,000
3680 – Repairs & Maintenance – Special Equipment	$ 40,000
4000 – Contractual Expenses	$ 5,000
4015 – Cellular Telephones	$ 5,000

Suffolk County Medical Examiner's Office
UASI 2014
001-MEO-4725 - $17,018

2000 – Equipment	$17,018
2080 – Medical, Dental & Lab Equipment	$17,018

Employee Benefits
Social Security
001-EMP - 9030 - $35,713

8000 – Employee Benefits	$ 35,713
8330 – Social Security	$ 35,713

Employee Benefits
Retirement
001-EMP-9010 – $116,371

Employee Benefits	$116,371
8280 – Retirement	$116,371

Employee Benefits
Welfare Fund
001-EMP-9080 - $5,824

Employee Benefits	$ 5,824

8380 – Welfare Fund Contribution	$ 5,824

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $73,287

Employee Benefits	$ 73,287
9600 Transfer of Funds	$ 73,287

Employee Benefits
Major Medical Claims
039-EMP-9060 - $73,287

Employee Benefits	$ 73,287
8360 – Health Insurance	$ 73,287

And be it further

2nd RESOLVED, that the following interfund revenues for Employee Medical Health Plan be accepted as follows:

REVENUES

039-IFT-R001 Transfer from General Fund	$ 73,287

And be it further

3rd RESOLVED, that the following positions be and they hereby are continued in the Department of Fire, Rescue and Emergency Services and funded by the UASI 2013 grant:

Department of Fire, Rescue & Emergency Services

Position No.	Spec No.	Position Title	JC	Gr	No.
	001-3401 FRES GRANT POSTIONS				
3401-0300-0003	5803	Comm Emerg Evac Coord	C	23	1
3401-0300-0004/5/6/7	5808	Resource Mgmt Officer EP-	C	16	4
3401-0300-0008/9	1510	Planning Aide	C	17	2
3401-0100-0001	0021	Clerk Typist	C	09	1

4th RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions created by this Resolution at the conclusion of the grant funding provided for such positions created by said grant; and be it further

5th RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

6th RESOLVED, that the County Legislature hereby authorizes the fleet of the Police Department to be increased by one (1); and be it further

7th RESOLVED, the purchase of one (1) Portable Fuel Trailer for the Police Department is hereby approved pursuant to Chapter 186-2 (b)(6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the county vehicle standard, and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1977

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Local Law: _____ Charter Law: _____ Resolution: ___X_____

2. **Title of Proposed Legislation**
ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $2,652,733 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2014" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

3. **Purpose of Proposed Legislation**

To support planning, equipment, training and exercise needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

Accept and appropriate UASI 2014 Grant funding in the Departments of FRES, Police, Sheriff, Health Services, and Medical Examiner.

Fund one (1) full-time Community Emergency Evacuation Coordinator position (001-FRE-3401-0300-0003), four (4) part-time Resource Management Officers positions (001-FRE-3401-0300-0004/5/6/7), two (2) full-time Planning Aide positions (001-FRE-3401-0300-0008/9), and one (1) full- time Clerk Typist position (001-FRE-3401-0100-0001).

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

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

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

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

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision
$2,652,733 - UASI FY2014

8. Proposed Source of Funding
NYS Div of Homeland Security & Emerg Svcs pass-through of US Dept of Homeland Security

9. Timing of Impact: 09/01/2014 – 08/31/2016

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jared A. Cirillo, Grants Analyst		October 15, 2014

SCIN FORM 175b (10/95)

Nicholas C Pagan JR
Executive Analyst 10/21/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1977

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, 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

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor | Jerome M. Hauer, Ph.D., MHS., Commissioner

September 16, 2014

The Honorable Steven Bellone
Suffolk County Executive
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Dear Mr. Bellone:

I am pleased to inform you that Suffolk County has been awarded $2,652,733 under the FY2014 Urban Area Security Initiative (UASI) and $1,200,000 under the State Homeland Security Program (SHSP). As per Federal guidelines, 25 percent ($663,183 and $300,000 respectively) of your award must be directed towards law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ).

In my letter to you on April 9, 2014 I outlined the following State priorities these grant funds are intended to sustain or enhance: Sustainment and Advancement of Effective Programs and Systems; Sustainment and Advancement of Regional Partnerships; Development of Catastrophic Planning Capabilities; Sustainment and Advancement of Interoperable Communications Systems; and Development of Citizen Preparedness Capabilities.

The performance period for this grant is 24 months (September 1, 2014 through August 31, 2016). Given this short period of performance on this grant, it is imperative that you execute your projects as quickly as possible. My grants management staff have prepared the contract for these funds which will be transmitted to you electronically via our E-Grants System. I ask that you expedite your local administrative process to be able to accept the funds and request that the contract is electronically signed in a timely manner.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me directly at (518) 242-5000.

Sincerely,

Jerome M. Hauer, Ph.D., MHS
Commissioner

1220 Washington Avenue, State Office Building Campus
Building 7A, Suite 710
Albany, NY 12242

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C973743 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAMS: WM2014 NYC UASI CFDA NUMBER: 97.067 DHSES NUMBERS: WM14973743
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809	INITIAL CONTRACT PERIOD: FROM 09/01/2014 TO 08/31/2016 FUNDING AMOUNT FOR INITIAL PERIOD: $2,652,733.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: N/A (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: , Date:

State 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".

GRANTEE:

BY: Mr. Dennis M. Cohen , Chief Deputy County Executive Date:

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

UN14-1004-D00 Suffolk County 10/14/2014

Award Contract **New York City UASI**

Project No. **Grantee Name**

UN14-1004-D00 Suffolk County 10/14/2014

Award Contract **New York City UASI**

Project No. **Grantee Name**

UN14-1004-D00 Suffolk County 10/14/2014

Award Contract **New York City UASI**

Project No. **Grantee Name**

UN14-1004-D00 Suffolk County 10/14/2014

Budget Summary by Participant

Suffolk County

Suffolk County Dept of Fire Rescue & Emergency Svcs - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime/Backfill for Training/Exercises (Parks Police)	1	$3,875.00	$3,875.00	$3,875.00	$0.00
2	Continue to fund Planning Aide (2-full-time) (FRES)	1	$112,000.00	$112,000.00	$112,000.00	$0.00
3	Continue to fund Clerk Typist (1-full-time) (FRES)	1	$36,500.00	$36,500.00	$36,500.00	$0.00
4	Continue to fund Community Emergency Evacuation Coordinator (1-full-time) (FRES)	1	$67,000.00	$67,000.00	$67,000.00	$0.00
5	Continue to fund Resources Management Officer (4-part-time) (FRES)	1	$94,000.00	$94,000.00	$94,000.00	$0.00
6	Overtime - Training, Exercises, Maintenance (FRES)	1	$73,865.00	$73,865.00	$73,865.00	$0.00
7	Overtime/Backfill for Training/Exercise/CIP (SCPD and ALEA) (CIP requires DHS approval)	1	$162,850.00	$162,850.00	$162,850.00	$0.00
8	Overtime - Critical Infrastructure Patrols (SHF) (Requires DHS Approval)	1	$50,300.00	$50,300.00	$50,300.00	$0.00
	Total			$600,390.00	$600,390.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe related to Overtime/Backfill for Training/Exercises (Parks Police)	1	$1,125.00	$1,125.00	$1,125.00	$0.00
2	Fringe related to Overtime - Critical Infrastructure Patrols (SHF) (Requires DHS Approval)	1	$14,700.00	$14,700.00	$14,700.00	$0.00
3	Fringe related to Overtime/Backfill for Training/Exercise/CIP (SCPD and ALEA) (CIP requires DHS approval)	1	$47,150.00	$47,150.00	$47,150.00	$0.00
4	Fringe related to Overtime - Training, Exercises, Maintenance (FRES)	1	$19,663.00	$19,663.00	$19,663.00	$0.00
5	Fringe related to Resources Management Officer (4-part-time) (FRES)	1	$7,200.00	$7,200.00	$7,200.00	$0.00
6	Fringe related to Community Emergency Evacuation Coordinator (1-full-time) (FRES)	1	$38,000.00	$38,000.00	$38,000.00	$0.00
7	Fringe related to Clerk Typist (1-full-time) (FRES)	1	$31,500.00	$31,500.00	$31,500.00	$0.00
8	Fringe related to Planning Aide (2-full-time) (FRES)	1	$74,000.00	$74,000.00	$74,000.00	$0.00
	Total			$233,338.00	$233,338.00	$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Medical Examiner Equipment (Bone Saws and Related Items) (Autopsy/MEO)	09MO-01BSAW	1	$11,200.00	$11,200.00	$11,200.00	$0.00
2	Deployable Assets (single gas CO meters, portable lighting, message boards and related allowable items) (FRES)	07CD-01-MONO	1	$83,000.00	$83,000.00	$83,000.00	$0.00
3	Warehouse Equipment (material handling equipment - portable forklifts, dollies, rigging, cargo netting, loading ramps, etc.) (FRES)	19MH-00-BULK	1	$14,773.00	$14,773.00	$14,773.00	$0.00
4	Critical Emergency Supplies (FRES)	21CR-00-	1	$100,000.00	$100,000.00	$100,000.00	$0.00

		WATR					
5	License Plate Readers (SHF) (Expenditures are prohibited pending EHP approval if not mobile or portable)	13LE-00-SURV	1	$80,000.00	$80,000.00	$80,000.00	$0.00
6	Mobile Field Force/Tactical Equipment (Tactical ballistic shields and helmets, breaching equip., helmet mics, eye protection, ballistic PPE) (SHF)	01LE-01-SHLD	1	$33,001.00	$33,001.00	$33,001.00	$0.00
7	Multiband Radios - APEX 7000 Series (FRES)	06CP-01-PORT	1	$107,954.00	$107,954.00	$107,954.00	$0.00
8	PPE and Related Items for Decon Strike Team (FRES)	01AR-06-DISP	1	$20,000.00	$20,000.00	$20,000.00	$0.00
9	Stretchers and Related Items - body removal/protection (MEO)	09ME-05-LITR	1	$5,818.00	$5,818.00	$5,818.00	$0.00
10	Eligible Pharmaceuticals (cyanokits, duodotes, cipro, doxy) (HLTH)	09MS-01-MEDS	1	$91,889.00	$91,889.00	$91,889.00	$0.00
11	USAR Medical and PPE Equipment (HLTH)	09ME-01-MCIK	1	$50,000.00	$50,000.00	$50,000.00	$0.00
12	POD Supplies (Large coolers on wheels, mobile medical work stations and realted items) (HLTH)	09ME-01-BAGM	1	$3,500.00	$3,500.00	$3,500.00	$0.00
13	Deployable Mass Oxygen System (HLTH)	09ME-02-OXYE	1	$100,000.00	$100,000.00	$100,000.00	$0.00
14	AVON full respirators and Filters (SCPD-ESS)	01AR-06-REUS	1	$17,750.00	$17,750.00	$17,750.00	$0.00
15	APR CBRNE Masks for Recruits and ALEA (SCPD)	01AR-02-APR	1	$133,980.00	$133,980.00	$133,980.00	$0.00
16	Fit testing Equipment with Maintenance (SCPD)	01-AR-07-FTST	1	$36,105.00	$36,105.00	$36,105.00	$0.00
17	Smiths Detection LCD 3.3 chemical detection equipment (SCPD)	07CD-01-DPSI	1	$12,000.00	$12,000.00	$12,000.00	$0.00
18	Digital Data Storage Equipment (servers and related equipment) (SCPD)	04HW-01-INHW	1	$40,000.00	$40,000.00	$40,000.00	$0.00
19	Portable Helicopter Fuel System (SCPD)	19GN-00-FUEL	1	$30,000.00	$30,000.00	$30,000.00	$0.00
20	Video Conferencing Equipment and Related Items for Headquarters and Precinct (SCPD) (Expenditures are prohibited pending EHP approval if not mobile or portable)	06CP-05-VCON	1	$203,157.00	$203,157.00	$203,157.00	$0.00
21	Audio visual system equipment (Computer and related equipment to run system, projector, display terminal) (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	04MD-03-DISP	1	$48,778.00	$48,778.00	$48,778.00	$0.00
22	Communication Site Security and Infrastructure Hardening (Camera based security system, fixed high intensity lighting systems, fences, jersey walls) (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	14SW-01-VIDA	1	$200,000.00	$200,000.00	$200,000.00	$0.00
Total					$1,422,905.00	$1,422,905.00	$0.00

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Warehouse Lease for WMD Equipment (FRES)	1	$145,000.00	$145,000.00	$145,000.00	$0.00
Total				$145,000.00	$145,000.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Maintenance contract for MetiMan training mannequin (HLTH)	1	$5,600.00	$5,600.00	$5,600.00	$0.00
2	CAREPoint Console Maintenance (HLTH)	1	$15,000.00	$15,000.00	$15,000.00	$0.00
3	FirstWatch Biosurveillance Software Maintenance (HLTH)	1	$15,000.00	$15,000.00	$15,000.00	$0.00
4	Software Maintenance/Licensing	1	$170,500.00	$170,500.00	$170,500.00	$0.00
5	Maintenance and Repair of Military Surplus Equipment (SHF)	1	$40,000.00	$40,000.00	$40,000.00	$0.00
6	Satellite Phone Service (SHF)	1	$5,000.00	$5,000.00	$5,000.00	$0.00
Total				$251,100.00	$251,100.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$2,652,733.00	$2,652,733.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$2,652,733.00	$2,652,733.00	$0.00

Award Contract

New York City UASI

Project No.
UN14-1004-D00

Grantee Name
Suffolk County

10/14/2014

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

1. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's 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 email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

Reimbursement requests need to include the following documents:

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

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

B. Interim and/or Final Claims for Reimbursement

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

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

of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

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

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

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

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

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

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

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

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

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

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

Rev. 05/2013

Certified by - on

Award Contract **New York City UASI**

Project No.	Grantee Name	
UN14-1004-D00	Suffolk County	10/14/2014

Work Plan

Goal

Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1

G & T Workplan Code - 23. Develop/enhance plans, procedures, and protocols.

Investment Justification - Operational Readiness/NIMS

Target Capability
Primary - Planning
Secondary - Critical Resource Logistics and Distribution
Secondary - On-Site Incident Management
Secondary - Risk Management

Develop/enhance plans, procedures and protocols (5.3, 5.6, 5.9, 5.12).

Task #1 for Objective #1

Conduct allowable planning activities related to homeland security initiatives.

#	Performance Measure
1	Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - 07. Administer and manage the Homeland Security Grant.

Investment Justification - Operational Readiness/NIMS

Target Capability
Primary - Planning

Administer and manage the Homeland Security Grant.

Task #1 for Objective #2

Conduct management and administrative activities that support the homeland security initiatives. Ensure all programmatic, fiscal and reporting requirements of the grant are being followed, completed and submitted in a timely manner.

#	Performance Measure
1	Management and administrative activities conducted. Provide a brief narrative reporting activities completed. All programmatic, fiscal and reporting requirements completed and submitted in a timely manner.

Objective #3

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Build and Sustain Regional Public Safety Interoperable Communications

Target Capability
Primary - Communications

Develop/enhance interoperable communications systems (6.7)

Task #1 for Objective #3

Purchase allowable interoperable communications and information technology equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #4

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Build and Sustain CBRNE Detection and Response Capabilities

Target Capability
Primary - Critical Resource Logistics and Distribution
Secondary - Mass Care (Sheltering, Feeding, and Related Services)
Secondary - On-Site Incident Management

Establish/enhance regional response teams (5.3, 5.6, 5.9).

Task #1 for Objective #4

Purchase allowable emergency response and medical equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced emergency response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #5

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Protecting Critical Infrastructure and Building Fusion Center Assets

Target Capability
Primary - Information Gathering and Recognition of Indicators and Warnings
Secondary - Critical Infrastructure Protection

Establish/enhance a terrorism intelligence/early warning system, center, or task force (4.5)

Task #1 for Objective #5

Purchase allowable law enforcement surveillance and information technology equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced law enforcement terrorism prevention and response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #5

Conduct DHS-approved organizational activities.

#	Performance Measure
1	Organizational activities conducted. Provide brief narrative reporting organizational activities completed and describe how the project enhanced the counter terrorism initiatives in the region.

Objective #6

G & T Workplan Code - 06. Establish/enhance sustainable homeland security training program.

Investment Justification - Operational Readiness/NIMS

Target Capability
Primary - Emergency Public Safety and Security Response

Secondary - On-Site Incident Management

Establish/enhance sustainable homeland security training program (1.3)

Task #1 for Objective #6

Conduct assessment to identify training needs related to homeland security initiatives. Provide authorized training to first responders.

#	Performance Measure
1	Training conducted. Provide brief narrative on type of training conducted to include at a minimum the number of personnel trained, the disciplines being trained and the jurisdictions included in the training; roster of attendees maintained on file. Describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.

Objective #7

G & T Workplan Code - 20. Establish/enhance sustainable homeland security exercise program.

Investment Justification - Operational Readiness/NIMS

Target Capability
Primary - Planning
Secondary - On-Site Incident Management

Establish/enhance sustainable homeland security exercise program (1.4)

Task #1 for Objective #7

Design, develop, conduct and/or participate in exercises in compliance with HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. This in turn will help to identify training curriculum gaps. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

#	Performance Measure
1	Exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Provide brief narrative and report number of personnel involved, the disciplines involved and the jurisdictions participating; describe how the project enhanced the prevention, response, or recovery capabilities in the jurisdiction.

Objective #8

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

Investment Justification - Build and Sustain the Regional Catastrophic Preparedness Program

Target Capability
Primary - Emergency Operations Center Management

Enhance capabilities to respond to all-hazards events. (5.5)

Task #1 for Objective #8

Purchase allowable information technology equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #9

G & T Workplan Code - 12. Assess vulnerability of and/or harden/protect critical infrastructure and key assets.

Investment Justification - Protecting Critical Infrastructure and Building Fusion Center Assets

Target Capability
Primary - Critical Infrastructure Protection

Assess vulnerability of and/or harden/protect critical infrastructure and key assets. (2.5)

Task #1 for Objective #9

Purchase allowable critical infrastructure protection equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced protection of critical infrastructure in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Award Contract **New York City UASI**

Project No.	Grantee Name	
UN14-1004-D00	Suffolk County	10/14/2014

APPENDIX A-1
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

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

1) Appendix A-1
2) Modifications to the Face Page
3) Modifications to Appendices B, C and D
4) The Face Page
5) Appendices B, C and D

6) Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

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

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

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

K. Notice:

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

a) by certified or registered United States mail, return receipt requested;
b) by facsimile transmission;
c) by personal delivery;
d) by expedited delivery service; or
e) by e-mail.

2) 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.

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

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

M. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

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

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

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity.

Q. No Arbitration: Disputes involving the 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.

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

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

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[1]

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

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

W. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix.

X. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

2) Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of:

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

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

C. Termination:

1) Grounds:

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

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

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

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

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

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

2) Notice of Termination:

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

i. personal messenger service; or
ii. certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

a) the repayment to the State of any monies previously paid to the Contractor; or
b) the return of any real property or equipment purchased under the terms of the Contract; or
c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

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

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

4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

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

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

B. Advance Payment and Recoupment:

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

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

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

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

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

C. Claims for Reimbursement:

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

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

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

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[2] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[3] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[4] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[5] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:[6] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

1) In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

I. Additional Terms:

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

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a) The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b) Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete

the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4) The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

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

6) The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7) Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

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

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

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

d) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e) A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(I)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive

procurement process.

8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

a) DHSES shall provide the Contractor with written notice of noncompliance.

b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

10) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

a) By entering into this Contract, Contractor (or any assignee) 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

b) 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.

c) During the term of the Contract, should DHSES 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.

d) DHSES 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.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

2) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

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

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

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

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

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

6) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

3) For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

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

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

E. Records and Audits:

1) General:

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

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

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

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

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

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

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

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

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

2) Cost Allocation:

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

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

3) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

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

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

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

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

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written

agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

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

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

3) The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or

payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

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

1) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2) any debts owed for UI contributions, interest, and/or penalties;
3) the history and results of any audit or investigation; and
4) copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

P. 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.

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2) Contract Goals

a) For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract workplan.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3) Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b) Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

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

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

c. 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.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d) Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4) MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any

remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5) Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6) MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7) Liquidated Damages - MWBE Participation

a) Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8) M/WBE AND EEO Policy Statement

a) The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ

and utilize minority group members and women in its work force on state contracts.

(b)This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $100 per federal fiscal year if a local unit of government and $250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

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

2) Cost Principles:

a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (for audits of fiscal years beginning prior to December 26, 2014)

b) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for audits of fiscal years beginning on or after December 26, 2014)

F. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) Affirmative steps shall include:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

H. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

I. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend $500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

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

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

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

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

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

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

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

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

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

N. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

O. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

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

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

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

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

Q. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

R. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:

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

[2] A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

[3] Fee for Service is a rate established by the Contractor for a service or services rendered.

[4] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[5] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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

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

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Certified by - on

Award Contract — **New York City UASI**

Project No.	Grantee Name	
UN14-1004-D00	Suffolk County	10/14/2014

Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph N; Section IV, paragraph A, parts 1 and 2, and paragraph B, parts 1-6: The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on

Award Contract — **New York City UASI**

Project No.	Grantee Name	
UN14-1004-D00	Suffolk County	10/14/2014

Special Conditions

I. ALL GRANT FUNDS:
A. Permissible Use of Funding
1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the HSGP application kit, which can be located at http://www.fema.gov/government/grant/hsgp/index.shtm.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at http://www.dhses.ny.gov/planning/#strat.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements
1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases
1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (https://www.llis.dhs.gov/knowledgebase).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities
1. Any non-DHS training course to be supported by this award must be submitted to DHSES for approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program

(HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

E. Law Enforcement Requirements
1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements
1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: http://www.dhses.ny.gov/grants/#ehp

G. Equipment Maintenance Requirements
1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program
1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.
4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2014 UASI GRANT

TITLE OF BILL: An act to accept and appropriate 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $2,652,733 for the 2014 UASI Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services and to execute grant-related agreements.

PURPOSE OR GENERAL IDEA OF BILL: The UASI FY2014 will provide funds to the Departments of Fire, Rescue & Emergency Services, Police, Sheriff, Medical Examiner, and Health Services to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

SUMMARY OF SPECIFIC PROVISIONS: N/A

JUSTIFICATION: These grant funds will sustain the CEEC, Planning Aides, Clerk Typist, and Resource Management Officers positions in FRES as well as overtime costs for the department as it relates to Homeland Security. In addition, it will allow FRES to sustain the warehouse lease to store WMD equipment, enhance electronic communications and maintain the radio system. It will also allow FRES to purchase deployable assets, warehouse equipment, and MREs and water. Furthermore, it will allow FRES to enhance the Decon Strike Team and computer software. It will also allow FRES to complete regional construction that will aid in the on-going and reoccurring training of specialty teams. In addition, it will allow FRES to complete construction and site work geared toward the hardening of the Fire Rescue Primary Communication and Emergency Management Center. SCPD will purchase chemical detection equipment, PPE, and fit testing machines for fit testing masks. It will also allow SCPD to provide overtime for training/exercises/CIP. In addition, it will allow SCPD to purchase servers to provide data storage to enhance multiple intelligence sharing efforts. It will allow Health Services to sustain First Watch Biosurveillance Software, CarePoint Control Console, and MetiMan maintenance contracts. It will also allow Health Services to purchase eligible pharmaceuticals to maintain its medication cache capacity. In addition, it will allow Health Services to purchase USAR medical training equipment, supplies for POD operations, and deployable mass oxygen systems. The Sheriff's Department will enhance its LPR program, tactical equipment, communications system, and equipment maintenance. It will also allow the Sheriff's Department to provide overtime for CIP/training/exercises. Lastly, it will allow the Medical Examiner's Office to purchase medical and lab equipment.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: October 15, 2014

SUBJECT: Request for Introductory Resolution: UASI FY2014 Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $2,652,733 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services for the Urban Area Security Initiative (UASI) FY2014 Grant. In addition to this department, the grant provides funding for the Police Department, Sheriff's Office, Department of Health Services, and the Medical Examiner's Office.

The grant provides funding to support planning, equipment and training needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive matters.

If you have any questions, please contact Jared Cirillo of my office at 25058.

JFW:jac

Enclosures

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

PO BOX 127 – YAPHANK AVENUE
YAPHANK, NEW YORK 11980-0127

COMMISSIONER'S OFFICE: (631) 852-4850
FIRE MARSHAL'S OFFICE: (631) 852-4855
EMERGENCY MGMT OFFICE: (631) 852-4900
COMM. CENTER (24-HOUR): (631) 852-4815
FAX: (631) 852-4861

Intro. Reso. No. 1978-14 Laid on Table 11/5/14
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $17,375 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE FBI JOINT TERRORISM TASK FORCE WITH 77.55% SUPPORT.

WHEREAS, the United States Department of Justice, Federal Bureau of Investigation, has made $17,375 in Federal funding available to Suffolk County for participation of the Suffolk County Police Department in the FBI Joint Terrorism Task Force; and

WHEREAS, the operational period of the project is from October 1, 2014 through September 30, 2015; and

WHEREAS, said reimbursement funds have not been included in the 2014 Suffolk County Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said reimbursement funding as follows:

REVENUE:	AMOUNT
001-4381-Federal Aid: FBI Joint Terrorism Task Force FFY15	$17,375

ORGANIZATIONS:

Police Department (POL)
FBI Joint Terrorism Task Force FFY15
001-POL-3717

1000-Personal Services	$17,375
1120-Overtime Salaries	17,375

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $5,030 associated with the overtime salaries for this program are included in the 2014 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Justice, Federal Bureau of Investigation.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

1978

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law ____ Charter Law

2. Title of Proposed Legislation

ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $17,375 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE FBI JOINT TERRORISM TASK FORCE WITH 77.55% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX 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 5 is "yes", Provide Detailed Explanation of Impact

The resolution provides $17,375 for participation in the Joint Terrorism Task Force.

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

The funds provided by this grant must be expended between October 1, 2014 and September 30, 2015.

8. Proposed Source of Funding

Department of Justice, grant match is in County Operating Budget

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Principal Research Analyst		10-23-14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 10/14/2014
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Sarah Furey Senior Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: FBI JTTF (Joint Terrorism Task Force) FFY15

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Consolidated Appropriations Act, 2014, Public Law 113-76, administered by the U. S. Department of Justice, Federal Bureau of Investigation.

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. _X _Renewal Application
C. ___Supplemental (Specify) _____
D. ___Extension of Funding Period
E. _ __Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
This funding will provide reimbursement for the Suffolk County Police Department's participation in the FBI Joint Terrorism Task Force.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

II. BUDGET INFORMATION

1. Term of Contract From: 10/1/14 To: 09/30/15

2. Financial Assistance Requested

SOURCE	*FIFTH FUNDING CYCLE*		*SIXTH FUNDING CYCLE*		*SEVENTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$17,202	78.89%	$17,203	77.01%	$17,375	77.55%
State	$		$		$	
Private	$		$		$	
County	$4,602	21.11%	$5,135	22.09%	$5,030	22.45%
Total	$21,804	100%	$22,338	100%	$22,405	100%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$5,030	$	$5,030
A. Cash Contribution	$5,030	$	$5,030
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved _____ Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved _____ Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	**17,375** 17,375			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		**5,030** 4,778 252		Fringe benefits are not reimbursable under this funding program
OTHER (List Source & Brief Explanation)				

I certify that the above in-kind contribution are not currently being used to support other grants

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES					Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %			
				GRANTOR	COUNTY	IN-KIND	
Detective	4	$104.94/hr. OT	Various	100%			

SCIN Form 164D (10-80)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law ___ Charter Law ___

2. Title of Proposed Resolution
   Accepting and appropriating Federal funding in the amount of $17,375 from the United States Department of Justice, Federal Bureau of Investigation, for the Suffolk County Police Department's participation in the FBI Joint Terrorism Task Force with 77.55% support.

3. Purpose of Proposed Legislation
   To accept $17,375 from the United States Department of Justice, Federal Bureau of Investigation, to allow the continued participation of the Suffolk County Police Department in the FBI Joint Terrorism Task Force.

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 answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:
   Non-reimbursable employee fringe benefit costs of approximately $5,030 will be incurred through September 30, 2014. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding
   The United States Department of Justice, Federal Bureau of Investigation

9. Timing of Impact
   Immediate

10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date

    Susan C. Krause
    Grants Analyst

    10/14/2014

SCIN FORM NO. 175b (10/95)

NOTICE OF LIMITS

FOR

FY 2015 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA **and** an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship

For **Fiscal Year 2015**, the maximum limits for reimbursements under these CRAs are **$1,447.85** per month and **$17,374.25** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2014.

These reimbursements are limited to eligible officers' direct overtime salary expenses and shall not include any costs associated with the LEA's indirect expenses or officers' benefits such as retirement, social security, and similar related expenses.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

Paul R. Courtney
Head of Contracting Activity
Federal Bureau of Investigation

9.25.14
Date

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
SUFFOLK COUNTY POLICE DEPARTMENT (AGENCY)

TASK FORCE FILE # 66F-NY-266217-B

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized Joint Terrorism Task Force as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the Suffolk County Police Department located at 30 Yaphank Avenue, Yaphank, NY 11980, Taxpayer Identification Number: 116000464, Phone Number: (631) 852-6105 that:

1. Commencing upon execution of this agreement, the FBI will, subject to availability of required funding, reimburse the agency for overtime payments made to officers assigned full-time to the task force.

2. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3. Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/ Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5. The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6. Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7. Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8. Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2005 must be received by the FBI by December 31, 2005. The FBI is not obligated to reimburse any requests received after that time.

10. This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

09/28/04
Date

FOR THE FBI:

8/19/04
Special Agent in Charge Date

8/19/04
Contracting Officer Date
FBI Headquarters

OCCO CRA template 5/23/04

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating Federal Funding in the amount of $17,375 from the United States Department Of Justice, Federal Bureau Of Investigation, for the Suffolk County Police Department's participation in the FBI Joint Terrorism Task Force with 77.55% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $17,375 in funding from the Federal Bureau of Investigation to support the participation of the Suffolk County Police Department in the Federal Bureau of Investigation Joint Terrorism Task Force.

SUMMARY OF SPECIFIC PROVISIONS: The Federal Bureau of Investigation has awarded Suffolk County $17,375 to support the participation of the Suffolk County Police Department in the Joint Terrorism Task Force.

JUSTIFICATION: The Suffolk County Police Department participates in the Federal Bureau of Investigation Joint Terrorism Task Force. In order to facilitate the Suffolk County Police Department's participation, the Federal Bureau of Investigation provides reimbursement funding to assist with costs incurred.

FISCAL IMPLICATIONS: Non-reimbursable employee fringe benefit costs of approximately $5,030 will be incurred through September 30, 2015. Additional costs will only be incurred if the program receives additional funding in subsequent years.

COUNTY OF SUFFOLK

STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT

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

FROM: **Mark White, Chief of Support Services**

DATE: **October 14, 2014**

SUBJECT: **Resolution Packets & SCIN Forms for**
The FBI Joint Terrorism Task Force (JTTF) FFY15

Attached please the following for the FBI Joint Terrorism Task Force FFY15 program:

1. Draft Resolution
2. Memorandum of Support
3. SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the Cost Reimbursement Agreement and the Notice of Reimbursement Limit for Federal fiscal year 2015

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you as always for your assistance with this project.

MW/sck

Att

Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Evelyn Creen, Principal Federal & State Aid Claims Examiner

Intro. Reso. No. 1979-14 Laid on Table 11/5/14
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $17,375 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE DEA LONG ISLAND TASK FORCE WITH 77.55% SUPPORT.

WHEREAS, the United States Department of Justice, Drug Enforcement Administration, has made $17,375 in funding available to Suffolk County for participation of the Suffolk County Police Department in the DEA Long Island Task Force; and

WHEREAS, said project is a multi-agency task force designed to combat illegal drug activity through a program of enforcement and investigation; and

WHEREAS, the operational period of the Program is from September 30, 2014 through September 29, 2015; and

WHEREAS, said reimbursement funds have not been included in the 2014 Suffolk County Operating Budget; now, therefore, be it

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said reimbursement funds as follows:

REVENUE:	AMOUNT
001- 4379-Federal Aid: DEA Long Island Task Force FFY15	$17,375

ORGANIZATIONS:

Police Department (POL)
DEA Long Island Task Force FFY15
001-POL-3715

1000-Personal Services	$17,375
1120-Overtime Salaries	17,375

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $5,030 associated with the overtime salaries for this program are included in the 2013 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Justice, Drug Enforcement Administration.

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 XX Local Law ____ Charter Law

2. Title of Proposed Legislation

ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $17,375 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE DEA LONG ISLAND TASK FORCE WITH 77.55% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX 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 5 is "yes", Provide Detailed Explanation of Impact

The resolution provides $17,375 for participation in the DEA Long Island Task Force.

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

The funds provided by this grant must be expended between September 30, 2014 and September 29, 2015.

8. Proposed Source of Funding

Department of Justice, grant match is in County Operating Budget

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Principal Research Analyst		10-23-14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 10/14/2014
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Sarah Furey Senior Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: DEA Long Island Task Force FFY15

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Consolidated Appropriations Act, 2014, Public Law 113-76, U. S. Department of Justice, Administered by the Drug Enforcement Administration

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. _X_Renewal Application
C. ___Supplemental (Specify) _____
D. ___Extension of Funding Period
E. ___Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
This funding will provide reimbursement for the Suffolk County Police Department's participation in the Long Island Task Force, a program designed to provide assistance to the DEA regarding the investigation and apprehension of individuals committing drug related crimes.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

II. BUDGET INFORMATION

1. Term of Contract From: 9/30/14 To: 09/29/15

2. Financial Assistance Requested

SOURCE	*FIFTH FUNDING CYCLE*		*SIXTH FUNDING CYCLE*		*SIXTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$86,012	78.90%	$17,203	77.01%	$17,375	77.55%
State	$		$		$	
Private	$		$		$	
County	$23,008	21.20%	$5,135	22.99%	$5030	22.45%
Total	$109,020	100%	$22,338	100%	$22,405	100%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$5,030	$	$5,030
A. Cash Contribution	$5,030	$	$5,030
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved _____ Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved _____ Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	**17,375** 17,375			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		**5,030** 4,778 252		Fringe benefits are not reimbursable under this funding program
OTHER (List Source & Brief Explanation)				

I certify that the above in-kind contribution are not currently being used to support other grants

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES					Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %			
				GRANTOR	COUNTY	IN-KIND	
Detective	4	$104.94/hr. OT	Various	100%			

SCIN Form 164D (10-80)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law ___ Charter Law ___

2. Title of Proposed Resolution
   Accepting and appropriating Federal funding in the amount of $17,375 from the United States Department of Justice, Drug Enforcement Administration, for the Suffolk County Police Department's participation in the DEA Long Island Task Force with 77.55% support.

3. Purpose of Proposed Legislation
   To accept $17,375 from the United States Department of Justice, Drug Enforcement Administration, to allow the Suffolk County Police Department's continued participation in the DEA's Long Island Task Force.

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 answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:

   The County will incur non-reimbursable fringe benefit costs of approximately $5,030 through September 29, 2015. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding
   The United States Department of Justice, Drug Enforcement Administration.

9. Timing of Impact
   Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause Grants Analyst		10/9/2014

SCIN FORM NO. 175b (10/95)

LONG ISLAND DISTRICT OFFICE AND SUFFOLK COUNTY POLICE DEPARTMENT

STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 30th day of September, 2014, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") and the Suffolk County Police Department (hereinafter "SCPD").

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Long Island area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Long Island, the parties hereto agree to the following:

1. The Long Island Task Force will perform the activities and duties described below:

a. Disrupt the illicit drug traffic in the Long Island area by immobilizing target violators and trafficking organizations;

b. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of New York.

2. To accomplish the objectives of the Long Island Task Force, the SCPD agrees to detail one (1) experienced Officer to the Long Island Task Force for a period of not less than two (2) years. During this period of assignment, the SCPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force. Nothing herein shall be construed to limit the Suffolk County Police Commissioner from exercising disciplinary control over members of the department assigned to the task force for acts committed while on the task force.

3. The SCPD Officer assigned to the Task Force shall adhere to DEA polices and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The SCPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Long Island Task Force, DEA will assign eight (8) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the SCPD officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, including the use of credit cards for gasoline, oil, oil filters, minor repairs and incidental towing and storage charges, funds for the purchase of evidence and information, investigative equipment, training, and other support items. In lieu of DEA providing an official government vehicle for the SCPD Task Force Officer, SCPD agrees to provide a vehicle for their officer so that the officer can perform his/her investigative duties.

6. During the period of assignment to the Long Island Task Force, the SCPD will remain responsible for establishing the salary and benefits, including overtime, of the SCPD Officer assigned to the Task Force, and for making all payments due the officer. DEA will, subject to availability of funds, reimburse the SCPD for overtime payments made by it to the SCPD Officer assigned to the Long Island Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, Federal employee (currently $17,374.25), per officer, per year. Note: Task Force Officers' overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7. In no event will the SCPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The SCPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The SCPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The SCPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The SCPD will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

11. The SCPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The SCPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the SCPD by the DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the SCPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date specified in the opening paragraph until September 29, 2015. This agreement may be terminated by either party on 30 days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by SCPD during the term of this agreement.

14. DEA acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including Task Force Officers duly sworn pursuant to 21 U.S.C. Section 878, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

For the Drug Enforcement Administration:

Date: 9/23/14

James J Hunt
Acting Special Agent in Charge

For the Suffolk County Police Department:

Date: 10/2/14

Edward Webber
Commissioner

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Suffolk County Police Department
30 Yaphank Avenue
Yaphank, New York 11980

Check ☑ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Suffolk County Police Department
30 Yaphank Avenue
Yaphank, New York 11980

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Edward Webber, Commissioner

4. Typed Name and Title of Authorized Representative

Edward Webber

10/2/14

5. Signature

6. Date

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating Federal Funding in the amount of $17,375 from the United States Department of Justice, Drug Enforcement Administration, for the Suffolk County Police Department's participation in the DEA Long Island Task Force with 77.55% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $17,375 in funding from the United States Department of Justice, Drug Enforcement Administration, to support the participation of the Suffolk County Police Department in the DEA's Long Island Task Force.

SUMMARY OF SPECIFIC PROVISIONS: The Drug Enforcement Administration has allocated $17,375 to the Suffolk County Police Department to support its involvement in the DEA's Long Island Task Force.

JUSTIFICATION: The Suffolk County Police Department participates in the DEA's Long Island Task Force. In order to facilitate the Suffolk County Police Department's participation, the DEA provides reimbursement funding to assist with costs incurred.

FISCAL IMPLICATIONS: Non-reimbursable employee benefit costs of approximately $5,030 will be incurred through September 30, 2015. Additional costs will only be incurred if the program receives additional funding in subsequent years.

COUNTY OF SUFFOLK

STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT

MEMORANDUM

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

FROM: **Mark White, Chief of Support Services**

DATE: **October 14, 2014**

SUBJECT: **Resolution Packets & SCIN Forms for**
DEA sponsored Long Island Task Force FFY15

Attached please find the following for the DEA Long Island Task Force FFY 15 award:

1. Draft Resolution
2. Memorandum of Support
3. SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the agreement between the DEA and the Suffolk County Police Department

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601

Thank you, as always, for your assistance with this project.

MW/sck
Att.
cc: Dennis M. Cohen, Chief Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lisa Santeramo, Assistant Deputy County Executive
Evelyn Creen, Principal Federal & State Aid Claims Examiner
Ed Hennessey, Grants Analyst

Intro. Reso. No. 1980-14 Laid on Table 11/5/14
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $17,375 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE LONG ISLAND CYBER CRIME TASK FORCE (LICCTF) WITH 77.55% SUPPORT.

WHEREAS, the United States Department of Justice, Federal Bureau of Investigation, has made $17,375 in Federal funding available to Suffolk County for participation of the Suffolk County Police Department in the LICCTF; and

WHEREAS, said project is a multi-agency task force designed to assist the Federal Bureau of Investigation in the detection, investigation, and prosecution of crimes against the United States; and

WHEREAS, the operational period of the Program is from October 1, 2014 through September 30, 2015; and

WHEREAS, said reimbursement funds have not been included in the 2014 Suffolk County Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said reimbursement funding as follows:

REVENUE:	AMOUNT
001-4367-Federal Aid: Long Island Cyber Crime Task Force (LICCTF) FFY15	$17,375

ORGANIZATIONS:

Police Department (POL)
Long Island Cyber Crime Task Force (LICCTF) FFY15
001-POL-3716

1000-Personal Services	$17,375
1120-Overtime Salaries	17,375

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $5,030 associated with the overtime salaries for this program are included in the 2014 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Justice, Federal Bureau of Investigation.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval:

1980

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law ____ Charter Law

2. Title of Proposed Legislation

ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $17,375 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE LONG ISLAND CYBER CRIME TASK FORCE (LICCTF) WITH 77.55% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX 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 5 is "yes", Provide Detailed Explanation of Impact

The resolution provides $17,375 for participation in the Long Island Cyber Crime Task Force.

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

The funds provided by this grant must be expended between October 1, 2014 and September 30, 2015.

8. Proposed Source of Funding

Department of Justice, grant match is in County Operating Budget

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Principal Research Analyst		10-23-14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1980

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1980

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating Federal funding in the amount of $17,375 from the United States Department Of Justice, Federal Bureau Of Investigation, for the Suffolk County Police Department's participation in the Long Island Cyber Crime Task Force (LICCTF) with 77.55% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $17,375 in Federal funding from the United States Department of Justice, Federal Bureau of Investigation to support the participation of the Suffolk County Police Department in the Long Island Cyber Crime Task Force.

SUMMARY OF SPECIFIC PROVISIONS: To accept $17,375 in Federal funding to reimburse the Suffolk County Police Department for its participation in the FBI sponsored Long Island Cyber Crime Task Force.

JUSTIFICATION: The United States Department of Justice, Federal Bureau of Investigation administers the Long Island Cyber Crime Task Force, a task force made up of various law enforcement agencies. In order to facilitate the Suffolk County Police Department's participation in the task force the FBI provides reimbursement funding to assist with costs incurred.

FISCAL IMPLICATIONS: Non-reimbursable employee benefit costs of approximately $5,030 will be incurred through September 30, 2015. Additional costs will only be incurred if the program receives additional funding in subsequent years.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE 10/14/14

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Sarah Furey Senior Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: **Long Island Cyber Crime Task Force (LICCTF) FFY15**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Consolidated Appropriations Act, 2014, Public Law 113-76, administered by the U. S. Department of Justice, Federal Bureau of Investigation.

3. Grant/Contract Status (Check One Box)
A. __ _New Program Application
B. _X_Renewal Application
C. ___Supplemental (Specify) _____
D. ___Extension of Funding Period
E. _ __Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
This funding will provide reimbursement for the Suffolk County Police Department Computer Crimes Sections's participation in the Long Island Cyber Crime Task Force (LICCTF), a task force aimed at the detection, investigation, and prosecution of crimes against the United States.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

II. BUDGET INFORMATION

1. Term of Contract From: 10/1/2014 To: 9/30/15

2. Financial Assistance Requested

SOURCE	*FOURTH FUNDING CYCLE*		*FIFTH FUNDING CYCLE*		*SIXTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$17,202	78.89%	$17,203	77.01%	$17,375	77.55%
State	$		$		$	
Private	$		$		$	
County	$4,602	21.11%	$5,135	22.99%	$5,030	22.45%
Total	$21,804	100%	$22,338	100%	$22,405	100%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$5,030	$	$5,030
A. Cash Contribution	$5,030	$	$5,030
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved _____ _____ Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved _____ Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		**5,030** 4,778 252		Fringe benefits are not reimbursable under this funding program
OTHER (List Source & Brief Explanation)				

I certify that the above in-kind contribution are not currently being used to support other grants

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	**17,375** 17,375			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES					Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %			
				GRANTOR	COUNTY	IN-KIND	
Detective	4	$104.94/hr. OT	Various	100%			

SCIN Form 164D (10-80)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law ___ Charter Law ___

2. Title of Proposed Resolution
   Accepting and appropriating Federal funding in the amount of $17,375 from the United States Department of Justice, Federal Bureau of Investigation, for the Suffolk County Police Department's participation in the Long Island Cyber Crime Task Force (LICCTF) with 77.55% support.

3. Purpose of Proposed Legislation
   To accept $17,375 from the United States Department of Justice, Federal Bureau of Investigation, to reimburse the Suffolk County Police Department's participation in the Long Island Cyber Crime Task Force (LICCTF) FFY15, a task force aimed at the detection, investigation, and prosecution of crimes against the United States.

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 answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:

   Non-reimbursable employee benefit costs of approximately $5,030 will be incurred through September 30, 2015. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding
   The United States Department of Justice, Federal Bureau of Investigation

9. Timing of Impact
   Immediate

10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date

    Susan C. Krause
    Grants Analyst

    10/14/14

SCIN FORM NO. 175b (10/95)

NOTICE OF LIMITS

FOR

FY 2015 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA **and** an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2015**, the maximum limits for reimbursements under these CRAs are **$1,447.85** per month and **$17,374.25** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2014.

These reimbursements are limited to eligible officers' direct overtime salary expenses and shall not include any costs associated with the LEA's indirect expenses or officers' benefits such as retirement, social security, and similar related expenses.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

Paul R. Courtney
Head of Contracting Activity
Federal Bureau of Investigation

9.25.14
Date

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
SUFFOLK COUNTY POLICE DEPARTMENT (SCPD)

TASK FORCE FILE # 62F-NY-C302997-LICCTF

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized LONG ISLAND CYBER CRIME TASK FORCE (LICCTF) as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the **SCPD** located at **30 Yaphank Ave, Yaphank, NY 11980**, Taxpayer Identification Number: 11-6000464 Phone Number: **631-852-6000** that:

1. Commencing upon execution of this agreement, the FBI will, subject to availability of required funding, reimburse the agency for overtime payments made to officers assigned full-time to the task force.

2. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3. Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/ Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5. The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6. Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7. Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8. Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2010 must be received by the FBI by December 31, 2010. The FBI is not obligated to reimburse any requests received after that time.

10. This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

11/19/10
Richard Dormer Date
Suffolk County Police Commissioner

FOR THE FBI:

12/6/10
Special Agent in Charge Date

4/14/2011
Contracting Officer Date
FBI Headquarters

OCCO CRA template 5/23/04

Mark T. Ukleja
Contracting Officer
Federal Bureau of Investigation

CYBER CRIME TASK FORCE
MEMORANDUM OF UNDERSTANDING

A. **PARTIES.** This Memorandum of Understanding (MOU) is entered into by the following "Participating Agencies":

1. **Federal Bureau of Investigation (FBI)**
(authorized pursuant to 28 USC 533, 534; 28 C.F.R. § 0.85)

2. **Suffolk County Police Department (SCPD)**

B. **PURPOSE.** This MOU delineates the responsibilities and commitments of the Participating Agencies in the **Long Island/New York Division** Cyber Crime Task Force (CCTF). The MOU also outlines the mission and procedures for the CCTF, which are described in greater detail in the Standard Operating Procedures (SOP) utilized by the CCTF.

C. **MISSION.** The mission of the CCTF is to investigate and apprehend high technology criminals and to protect our communities by preventing high technology crime and national security threats involving computers and computer networks. The CCTF is established on the premise that the capabilities of law enforcement agencies to investigate computer and high technology related crimes are enhanced in a task force setting involving the sharing of resources and expertise. The CCTF will utilize its specialized resources to investigate, and to prevent when possible, criminal cases and national security threats when: (1) Computers and high technologies are the target of a crime; (2) Computers and high technologies are the principal instrumentality of a crime; or, (3) Computers and high technologies are misused to facilitate violations of other criminal laws or threats to the national security and a specialized understanding of technology is required for investigation or prosecution.

D. **INVESTIGATIVE EXCLUSIVITY.** Matters designated to be handled by the CCTF will not knowingly be subject to separate and/or independent outside law enforcement efforts by any of the participating or referring agencies. Each Participating Agency shall make proper internal notification regarding the CCTF's existence and areas of investigation.

E. **PROSECUTIONS.** A determination will be made for each CCTF investigation on whether the matter should be submitted for filing in federal or state court. This determination shall be based on the evidence obtained and a consideration of which method of prosecution will result in the greatest benefit to the overall objectives of the CCTF and the community.

F. **DOCUMENTS AND AUTHORITIES INCORPORATED BY REFERENCE. The Participating Agencies agree to abide by the separate document titled "Cyber Crime Task Force Standard Operating Procedures." The CCTF SOP, as updated from time to time, is fully incorporated by reference into this MOU.**

G. **ADMINISTRATIVE RESPONSIBILITIES**

1. Shared Responsibilities: All participants of the CCTF acknowledge that this is a joint operation with all Participating Agencies acting for a common goal. Accordingly, the mission and objectives of the CCTF will be a shared responsibility of the Participating Agencies.
2. Lead Agency: The FBI is the lead agency for the CCTF and agrees to overall management responsibilities for the task force, including but not limited to record keeping and daily responsibility for personnel work assignments and investigative matters.
3. FBI Program Manager: The daily operational control, management, supervision of, and responsibility for operations of the CCTF shall be vested in an FBI Program Manager. The FBI Program Manager shall be a sworn law enforcement officer (an FBI Special Agent or Supervisory Special Agent) assigned by his/her respective FBI Field Office to the CCTF. The term of office of

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the FBI Program Manager generally shall be a minimum of one (1) year, full-time, to commence upon appointment.

4. Participating Agency Team Leader: Day-to-day operational matters may be assigned by the FBI Program Manager to a Team Manager. The Team Manager shall be from a Participating Agency other than the FBI and shall be selected by the FBI in consultation with all CCTF Participating Agencies. The Team Manager shall be a full-time employee assigned to the CCTF. The term of office of the Team Manager generally shall be a minimum of one (1) year, full-time, to commence upon appointment.

H. PERSONNEL

1. Membership: The CCTF shall consist of a combined body of investigators and support personnel from the Participating Agencies.
2. No Employment by the CCTF: The CCTF does not directly or indirectly employ any personnel assigned to it. The CCTF is established for the coordination of applicable investigations and does not establish employer-employee relationships with the personnel assigned to the CCTF from the Participating Agencies.
3. Responsibility for Conduct: Personnel assigned to the CCTF may not engage in any activity which, either in appearance or in fact, conflicts with their duties at the CCTF or reasonably impeaches the independence of their work for the CCTF. In addition to the requirements set forth in this MOU and the accompanying SOP, each Participating Agency shall ensure that their employee participants remain subject to and adhere to the standards of conduct, personnel rules, regulations, laws, and policies applicable to those of their respective agency.
4. Assignment to the CCTF: Personnel selections for the CCTF are at the discretion of the FBI and each respective Participating Agency. Personnel will be selected based on the needs of the CCTF and the Participating Agencies. As a general matter, all personnel shall work in a full-time capacity at the CCTF (and at a minimum not less than 3 days a week) and make a minimum two-year work commitment to the CCTF due to the specialized nature of the work and applicable training

I. INFORMATION MANAGEMENT

1. Records and Reports: All CCTF investigative records will be maintained at the CCTF location or the local FBI Field Office. Investigative documents will be stored on the FBI's electronic databases in order to enhance national information sharing among task forces and other investigators. Classified information shall not be placed in a non-Federal Participating Agency's files or maintained outside of an accredited CCTF location unless approved in advance and in writing by an FBI Security Officer.
2. Non-Disclosure Agreement. CCTF information only may be disseminated on a need-to-know basis and as expressly permitted. No CCTF information may be disseminated outside of the CCTF without the express permission of the FBI and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and other agencies that would permit such agencies, including CCTF participants' employing agencies, to receive FBI information directly.
3. Media: No member of the CCTF will unilaterally discuss or otherwise reveal information relating to CCTF investigations, or other FBI related investigations known to them, to any media representatives. All releases of information to the media on CCTF matters will be mutually agreed upon and coordinated jointly under the supervision of the FBI Program Manager or Team Manager.

J. LIABILITY. The FBI makes no representation that the United States will provide legal representation or indemnification to any law enforcement officer or employee assigned to the CCTF. Legal representation and indemnification by the United States is determined by the Department of Justice (DOJ) on a case-by-case basis pursuant to legal standards and DOJ policy.

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K. **SALARIES AND FUNDING**

1. Salary and Compensation: Salaries, benefits, taxes, and withholdings of CCTF members will be paid by their respective agencies.
2. Overtime: Overtime may be compensated to CCTF members by their respective agencies in accordance with their applicable overtime provisions orby the FBI in accordance with a separate Cost Reimbursement Agreement.
3. Funding: This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds; this MOU is instead a basic statement of the understanding between the parties of the tasks and methods required for a successful CCTF. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

L. **DURATION AND MODIFICATION OF THE MOU.** The term of this MOU shall be for the duration of the CCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon the written mutual consent of the agencies involved. A Participating Agency retains the right to terminate its participation by giving 30 days written notice of its intent to terminate. Should a Participating Agency terminate its participation, it must return any equipment to the supplying entity. Similarly, as soon as practicable consistent with ongoing investigations, remaining agencies will return to a withdrawing agency any unexpended equipment the withdrawing agency may have supplied during its CCTF participation. Any modification of this MOU will be effected with the written mutual consent of the involved parties. This MOU may be signed in counterparts.

M. **NO THIRD PARTY RIGHTS.** This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party (other than a Participating Agency of this CCTF entering into a similar MOU with the FBI) against the parties hereto, the United States, or the officers, employees, agents, or other associated personnel thereof.

N. **EFFECTIVE DATE AND ADDITIONAL PARTIES.** As among the original parties, this MOU shall become effective when signed and dated by the FBI and the duly authorized representative of at least one other agency. The parties anticipate that the FBI will enter into similar MOUs with other Participating Agencies.

SO AGREED on behalf of the entities/organizations below:

A/SAC Amy L. Pickett
FBI
Date: 3/9/10

Contracting Officer
FBI
Date: 3/17/2010

SCPD
Date: 02/08/10

Mark T. Ukleja
Contracting Officer
Federal Bureau of Investigation

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COUNTY OF SUFFOLK

STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT

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

FROM: **Mark White, Chief of Support Services**
Suffolk County Police Department

DATE: **October 14, 2014**

SUBJECT: **Resolution Packets & SCIN Forms for**
The Long Island Cyber Crime Task Force (LICCTF) FFY 15 Reimbursement Program

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Attached please find the following for the **LICCTF FFY15** FBI sponsored reimbursement program:

1. Draft Resolution
2. Memorandum of Support
3. SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the Cost Reimbursement Agreement between the FBI and the Suffolk County Police Department, as well as the funding document

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you as always for your assistance with this project.

MW/sck

Att. Dennis Cohen, Chief Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Evelyn Creen, Principal Federal & State Aid Claims Examiner
Lisa Santeramo, Assistant Deputy County Executive

Introductory Resolution No. 1981-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
CHRISTY RENEE TOLBERT
(SCTM NO. 0100-083.00-04.00-036.000)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 083.00, Block 04.00, Lot 036.000, and acquired by tax deed on September 01, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 01, 2010, in Liber 12636, at Page 227, and otherwise known and designated by the Town of Babylon, as Lots 680 to 682, Inclusive, on a certain map entitled "Map of Parkway Heights", filed in the Office of the Clerk of Suffolk County on August 30, 1927 as Map No. 845; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on September 01, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 01, 2010 in Liber 12636 at Page 227.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, CHRISTY RENEE TOLBERT has made application of said above described parcel and CHRISTY RENEE TOLBERT has paid the application fee and has paid $63,171.73, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to CHRISTY RENEE TOLBERT, 311 State Avenue, Wyandanch, NY 11798, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

1981

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

October 08, 2014

Tax Map No.: 0100-083.00-04.00-036.000
Name of Last Legal Fee Owner: CHRISTY RENEE TOLBERT

TREASURER'S COMPUTATION	$58,145.37
Taxes.....2013/2014	$5,018.85
Certified Mail Fees	$7.51
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$63,171.73
Monies Received	$63,171.73
RESOLUTION AMOUNT	$63,171.73

APPROVED:

Annette Brawner 10/8/2014
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0100	083.00	04.00	036.000

ITEM #:

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2006	$ 6,433.07
2007	$ 6,846.78
2008	$ 6,155.28
2009	$ 7,279.12
2010	$ 4,812.57
2011	$ 4,861.35
2012	$ 4,627.67
2013	$ 4,780.50

	TOTAL:	$ 45,796.34
B. INTEREST DUE		$ 9,580.20
C. TOTAL		$ 55,376.54
D. 5% LINE C		$ 2,768.83
SUBTOTAL		**$ 58,145.37**
E. FEE		
F. MISC	**2014 PROPERTY TAXES**	$ 5,018.85
G. MISC	**CERTIFIED MAILING FEES**	$ 7.51
H. MISC		
TOTAL AMOUNT DUE:		**$ 63,171.73**

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

23-Apr-14

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 10/20/14

mas

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1981

1. Type of Legislation

   Resolution X

2. Title of Proposed Legislation

   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   CHRISTY RENEE TOLBERT
   0100-083.00-04.00-036.000

3. Purpose of Proposed Legislation

   Convey County owned parcel to prior owner

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

   The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   N/A

8. Proposed Source of Funding

   N/A

9. Timing of Impact

   2014

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Typed Name & Title of Preparer	Signature of Preparer	Date
Lori Sklar	Lori Sklar	10/9/14
	Neil Toomey	10/21/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

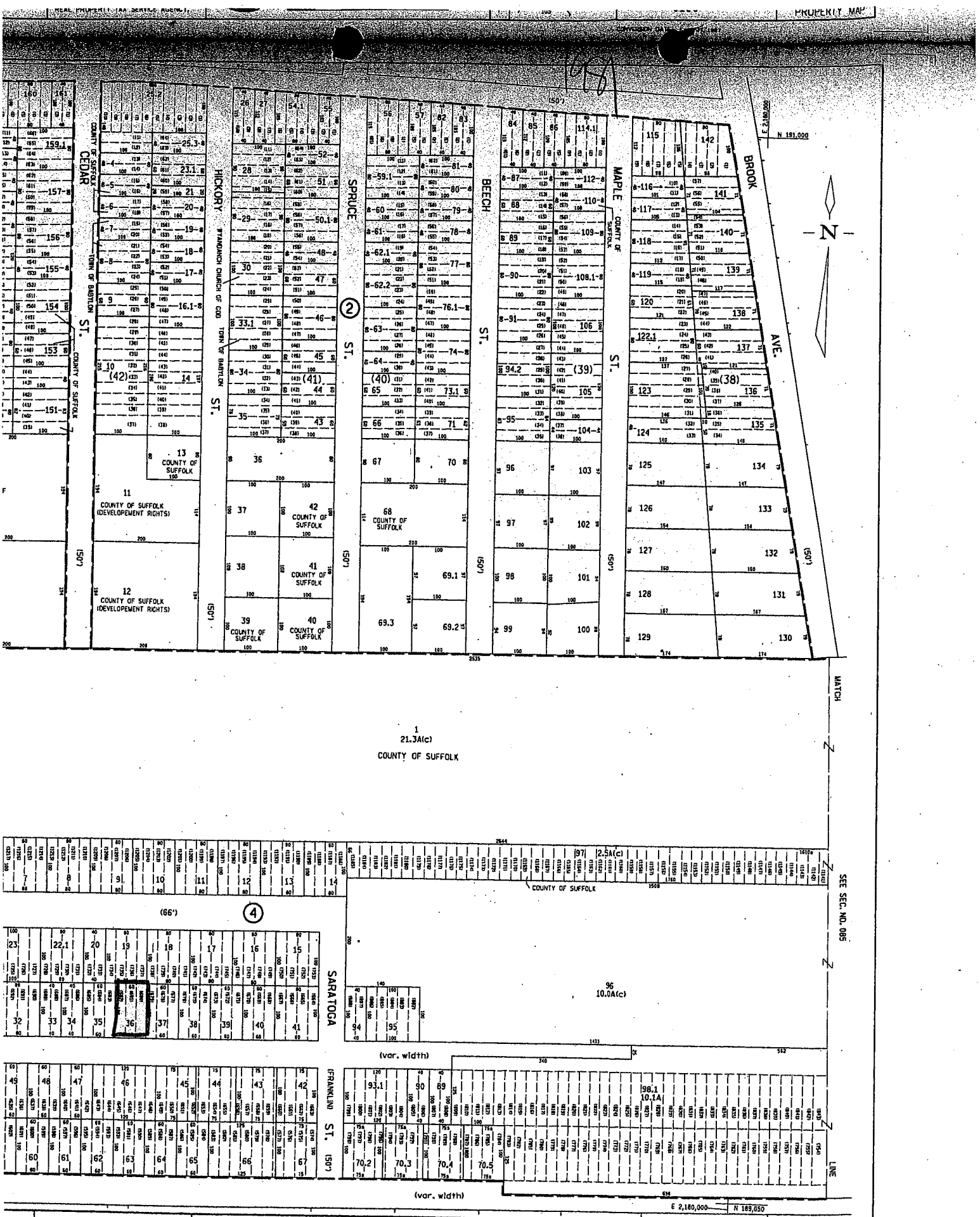
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

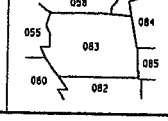


NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET: 100 0 100 200

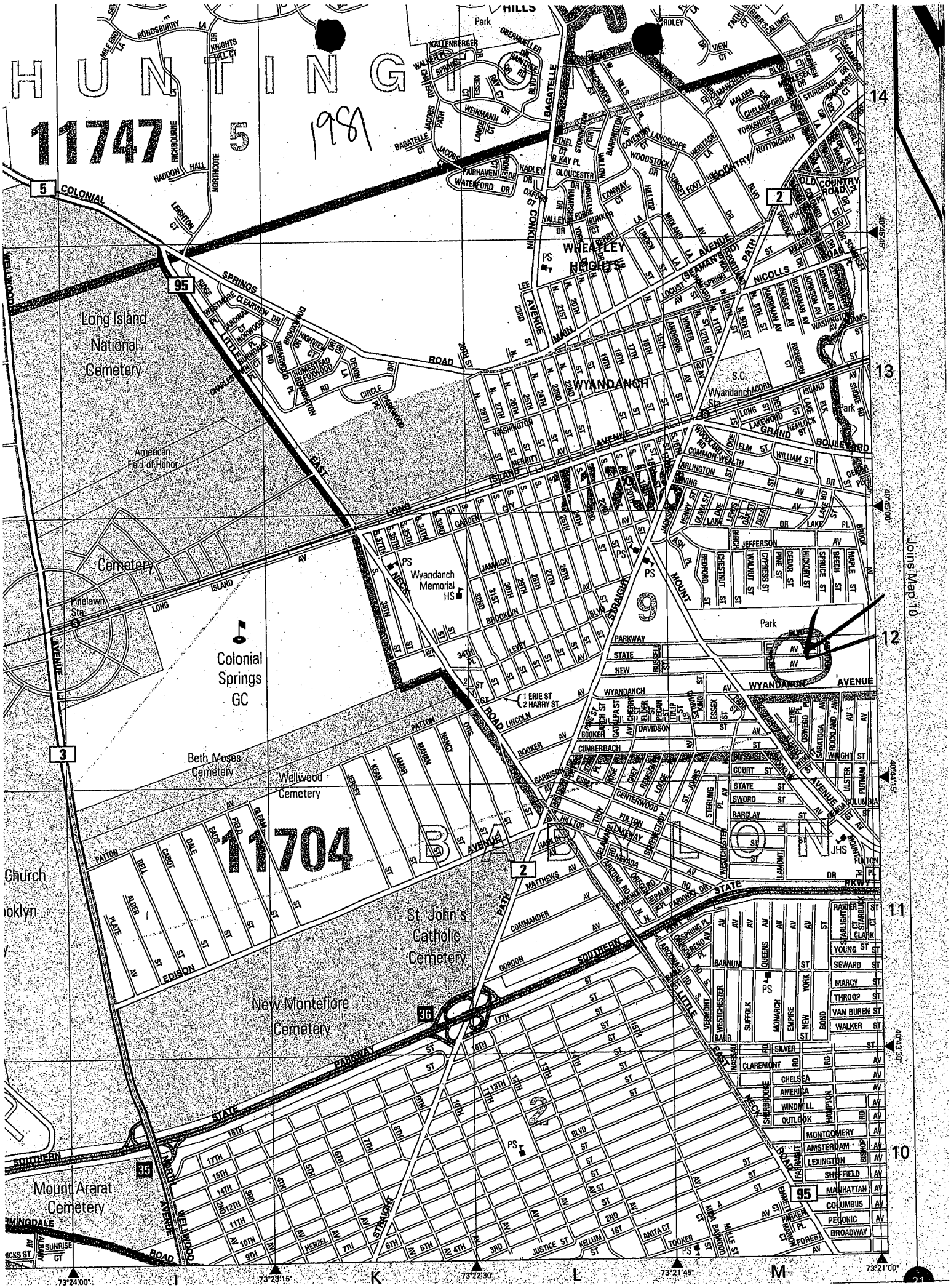
KEY MAP



TOWN OF BABYLON
VILLAGE OF
DISTRICT NO. 0100

SECTION NO
083
PROPERTY MAP

CONVERSION DATE: Oct. 28, 1996



HUNTINGTON
11747
5
1981
Long Island National Cemetery
American Field of Honor
Cemetery
Pinelawn Sta
Colonial Springs GC
Beth Moses Cemetery
Wellwood Cemetery
11704
BAYLON
St. John's Catholic Cemetery
New Montefiore Cemetery
Mount Ararat Cemetery
Church
Wyandanch Memorial HS
WHEATLEY HEIGHTS
WYANDANCH
Wyandanch Sta
Park
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COUNTY OF SUFFOLK

1987

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 17, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0100-083.00-04.00-036.000
CHRISTY RENEE TOLBERT

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 1982-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
CHRIS BLISSETT EXECUTOR OF THE ESTATE OF CLARENCE T. JOLLEY (SCTM NO. 0100-093.00-01.00-047.001)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 093.00, Block 01.00, Lot 047.001, and acquired by tax deed on January 07, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 15, 2014, in Liber 12760, at Page 338, and otherwise known and designated by the Town of Babylon, as Lots 37 to 40, Inclusive, Block C, on a certain map entitled "Map of Sheet 2, Suburban Lot Association", filed in the Office of the Clerk of Suffolk County as Map No. 122; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on January 07, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 15, 2014 in Liber 12760 at Page 338.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, CHRIS BLISSETT EXECUTOR OF THE ESTATE OF CLARENCE T. JOLLEY has made application of said above described parcel and CHRIS BLISSETT EXECUTOR OF THE ESTATE OF CLARENCE T. JOLLEY has paid the application fee and will be paying $79,641.44, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to CHRIS BLISSETT EXECUTOR OF THE ESTATE OF CLARENCE T. JOLLEY, P.O. Box 10405, Westbury, NY 11590, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY 1982
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

September 24, 2014

Tax Map No.: 0100-093.00-01.00-047.001
Name of Last Legal Fee Owner: CHRIS BLISSETT EXECUTOR OF THE ESTATE OF CLARENCE T. JOLLEY

TREASURER'S COMPUTATION	$79,629.22
Taxes.....2013/2014	INCLUDED
Certified Mail Fees	$12.22
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$79,641.44
Monies to be received	$79,641.44
RESOLUTION AMOUNT	$79,641.44

APPROVED:

Angela Brown 9/29/2014
Accounting

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

LS:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0100	093.00	01.00 1987	047.001

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2008/09	$ 7,321.20
2009/10	$ 14,472.31
2010/11	$ 14,192.53
2011/12	$ 13,282.80
2012/13	$ 12,261.78
2013/14	$ 10,336.22

	TOTAL:	$ 71,866.84
B. INTEREST DUE		$ 3,970.51
C. TOTAL		$ 75,837.35
D. 5% LINE C		$ 3,791.87
SUBTOTAL		**$ 79,629.22**
E. FEE		
F. MISC	**CERTIFIED MAIL FEES**	**$ 12.22**
G. MISC		
H. MISC		
TOTAL AMOUNT DUE:		**$ 79,641.44**

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

15-Jul-14

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 01/11/15

DZ

FINANCIAL IMPACT 1982
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

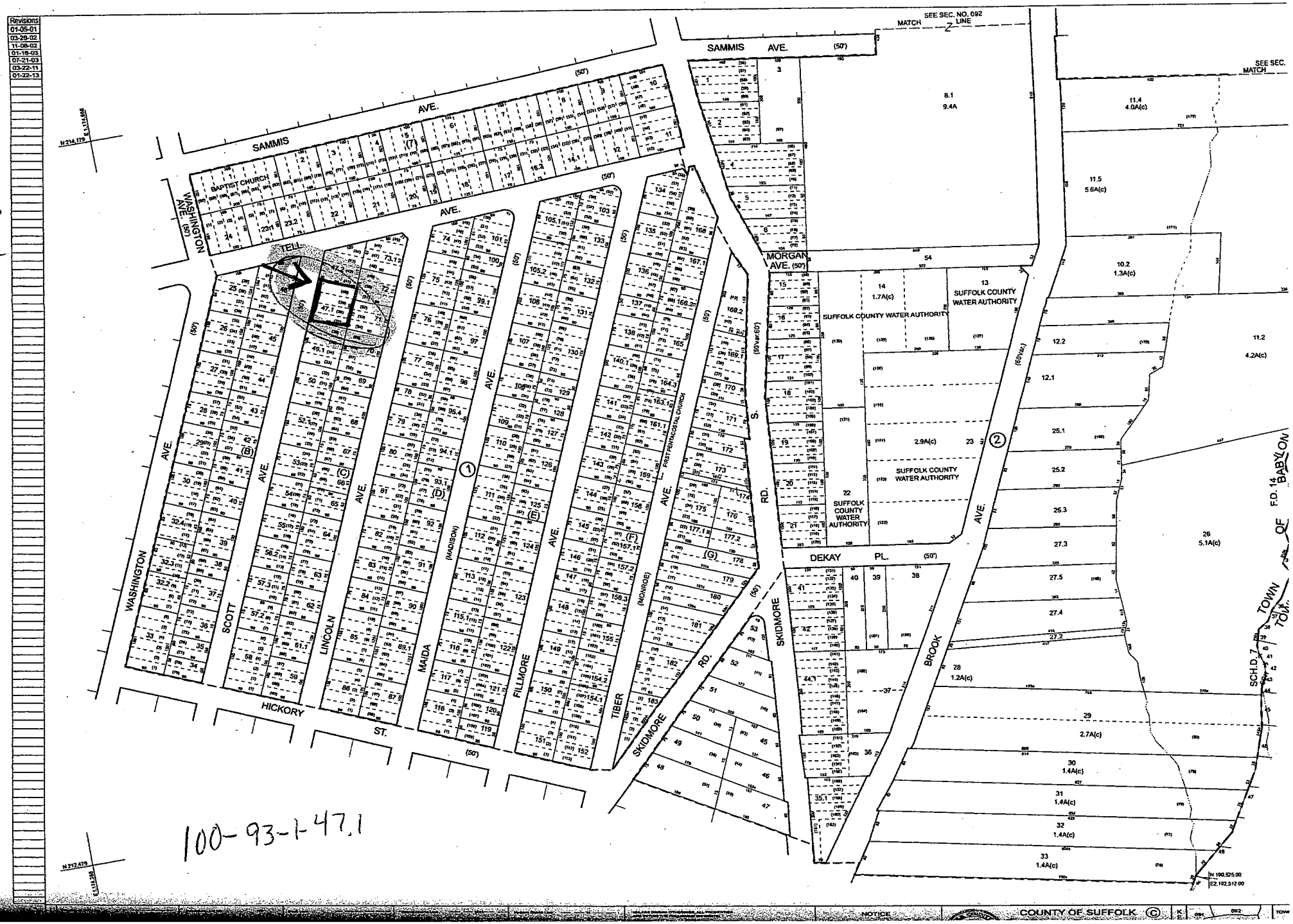
COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office


Revisions
01-05-01
03-28-02
11-08-02
01-16-03
07-21-03
03-22-11
01-22-13
SAMMIS AVE.
WASHINGTON AVE.
BAPTIST CHURCH
TELL
SCOTT AVE.
LINCOLN AVE.
MAIDA AVE.
FILLMORE AVE.
TIBER AVE.
SKIDMORE RD.
HICKORY ST.
MORGAN AVE.
SUFFOLK COUNTY WATER AUTHORITY
DEKAY PL.
BROOK AVE.
SEE SEC. NO. 092
MATCH LINE
SEE SEC. MATCH
F.D. 14
SCH.D. 7
TOWN OF BABYLON
N 190,525.00
E2,192,512.00
NOTICE
COUNTY OF SUFFOLK

100-93-1-47.1

DEER PARK
NORTH BABYLON
WEST BABYLON
Belmont
Lake
State
Elda Lake
North Babylon
Long Island Railroad
Deer Park HS
Wyandanch Sta
Picnic Area
Parking Field
L.I.S.P.C. (Hdqtrs)
NICOLLS (DEP. CHIEF RAYMOND DOWNEY MEM RD)
RAILROAD AV
GRAND BOULEVARD
WYANDANCH AVENUE
AUGUST PRAIRIE ROAD
SOUTHERN STATE PKWY
SYLVAN ROAD
DEER PARK AVENUE
COMMACK ROAD
SUNRISE HIGHWAY

COUNTY OF SUFFOLK

1982

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 17, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0100-093.00-01.00-047.001
CHRIS BLISSETT EXECUTOR OF THE ESTATE OF CLARENCE T. JOLLEY

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 983-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JOSEPH GENTILE
(SCTM NO. 0400-273.00-03.00-028.000)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0400, Section 273.00, Block 03.00, Lot 028.000, and acquired by tax deed on September 08, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 09, 2011, in Liber 12670, at Page 782, and otherwise known and designated by the Town of Huntington, as Part of Lot No. 547, on a certain map entitled "Map of West Deer Park Farms, Map 3, Section 4", filed in the Office of the Clerk of Suffolk County on May 9, 1906 as Map No. 385; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on September 08, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 09, 2011 in Liber 12670 at Page 782.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, JOSEPH GENTILE has made application of said above described parcel and JOSEPH GENTILE has paid the application fee and has paid $557.15, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to JOSEPH GENTILE, 75 West Farm Drive, Melville, NY 11747, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

1983

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

October 09, 2014

Tax Map No.: 0400-273.00-03.00-028.000
Name of Last Legal Fee Owner: JOSEPH GENTILE

TREASURER'S COMPUTATION	$531.31
Taxes.....2013/2014	INCLUDED
Certified Mail Fees	$25.84
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$557.15
Monies Received	$557.15
RESOLUTION AMOUNT	$557.15

APPROVED:

Accounting
10/14/2014

PREPARED BY:
Lori Sklar
Redemption Unit
(631)853-5937

LS:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0400	273.00	03.00 1983	028.000

ITEM #:

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2009	$ 110.96
2010	$ 112.71
2011	$ 62.69
2012	$ 46.57
2013	$ 48.61
2014	$ 50.60

		TOTAL:	$ 432.14
B. INTEREST DUE			$ 73.87
C. TOTAL			$ 506.01
D. 5% LINE C			$ 25.30
SUBTOTAL			**$ 531.31**
E. FEE			
F. MISC	**CERTIFIED MAILING FEES**		**$ 25.84**
G. MISC			
H. MISC			
TOTAL AMOUNT DUE:			**$ 557.15**

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

17-Sep-14

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 03/16/15

mas

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1983

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

NOTES:
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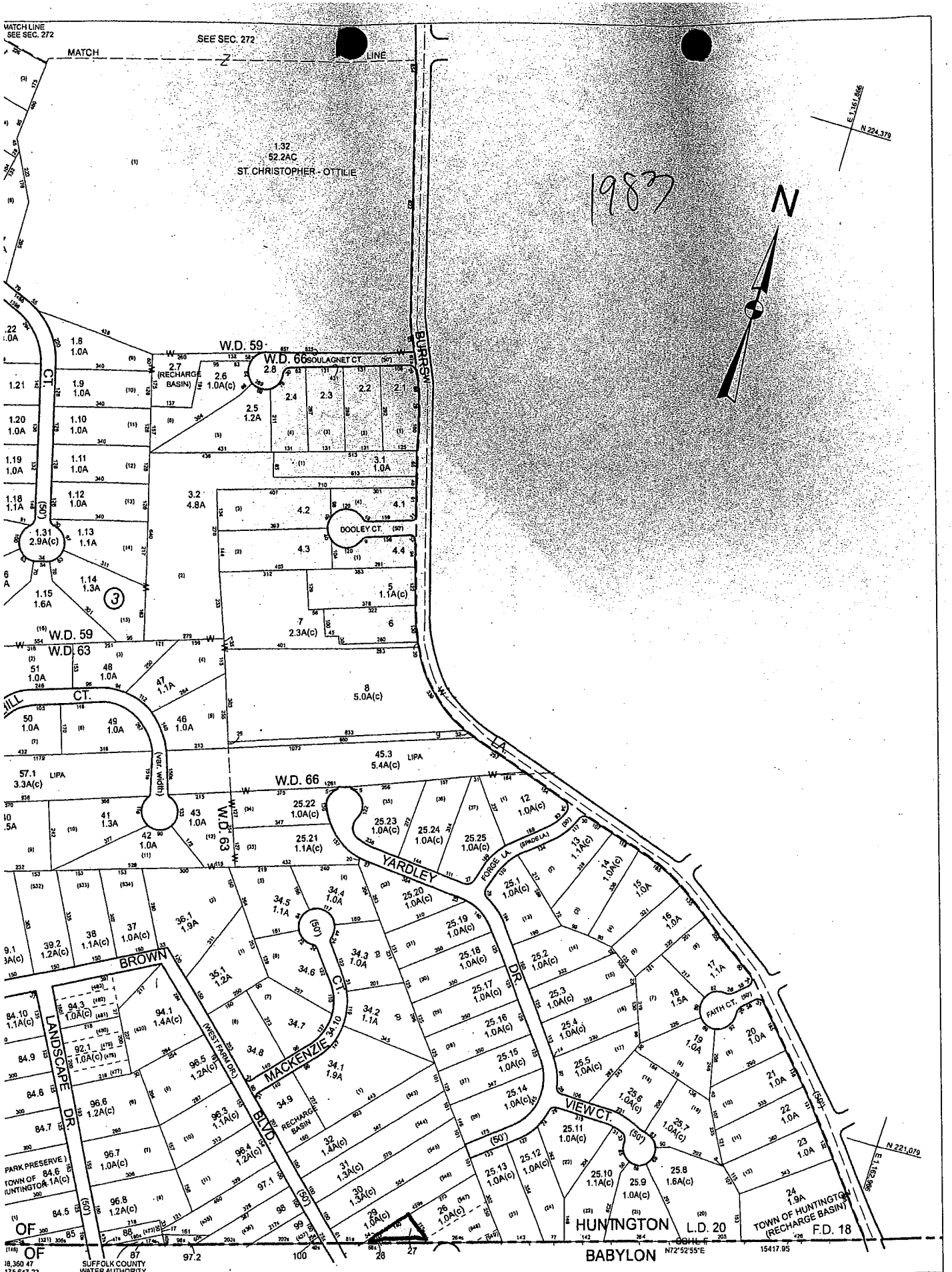
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office



NOTICE

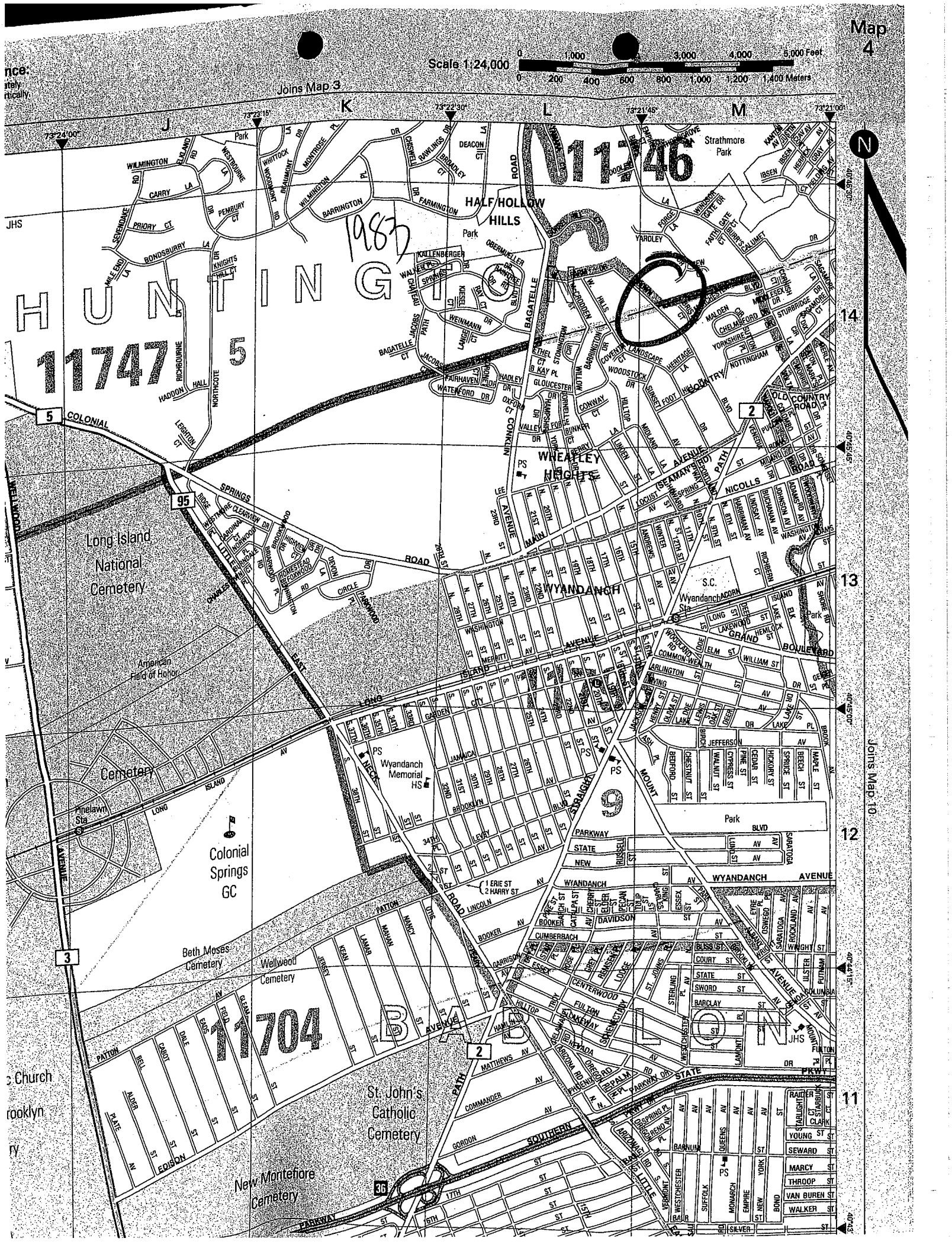
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET
0 200 400

KEY MAP
272
271 273 274
DIST. 0100

TOWN OF HUNTINGTON
VILLAGE OF
DISTRICT NO 0400

SECTION NO
273
PROPERTY MAP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0 200 400 600 800 1,000 1,200 1,400 Meters
Joins Map 3
Joins Map 10
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40°45'00"
40°44'15"
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11746
11747
11704
1983
HUNTINGTON
HALF HOLLOW HILLS
Park
Strathmore Park
JHS
WHEATLEY HEIGHTS
WYANDANCH
Wyandanch Memorial HS
Long Island National Cemetery
American Field of Honor
Cemetery
Pinelawn Sta
Colonial Springs GC
Beth Moses Cemetery
Wellwood Cemetery
St. John's Catholic Cemetery
New Montefiore Cemetery
Church
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36
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14
13
12
11
COLONIAL
SPRINGS
ROAD
AVENUE
PARKWAY
STATE
PATH
LONG ISLAND EXPRESSWAY
WILMINGTON BLVD
CARRY LA
PRIORY CT
PEMBURY CT
BONDSBURY LA
KNIGHTS HILL CT
MILE END LA
HADDON HALL
NORTHCOTE
LEIGHTON CT
WOODMONT RD
BEAUMONT
WHITTOCK
MONTROSE PL
CROSWELL DR
RAWLINGS DR
BRADLEY CT
DEACON CT
BARRINGTON PL
FARMINGTON DR
WALKER SPRINGS CT
OBERMUELLER PL
BAGATELLE CT
JACOBS PATH
FAIRHAVEN CT
WATERFORD DR
HADLEY CT
OXFORD CT
GLOUCESTER DR
CONKLIN
MOTTIN HILLS
BARRINGTON DR
COVENTRY CT
LANDSCAPE
HERITAGE LA
WOODSTOCK DR
SUNSET FOOT
HILLTOP
CONWAY CT
HAWKINS FOB
BURNHELM
VALLEY
MIDLAND AV
LINDEN ST
OLD COUNTRY ROAD
NOTTINGHAM
YORKSHIRE
CHELMSFORD
MALDEN
STURBRIDGE
ESSEX DR
MERLE PL
YARDLEY
WINDSOR GATE DR
FAITH GATE CT
CALUMET
FORGE LA
IBSEN
HEDRICK
GRAY AV
KANTOR
LINTON
SCAMMEL
PARISH
MAIN
NICOLLS
JOUST
SPRING
LEE AVENUE
23RD
21ST
20TH
17TH
16TH
15TH
12TH ST
11TH
9TH ST
8TH ST
WINTER
ANDREWS
HARRIMAN AV
LINDSAY AV
BUCHANAN
ADAMS RD
JOHNSON AV
WASHINGTON AV
RICHBERN
SHORE RD
ISLAND
LAKE
ELK
HEMLOCK
GRAND
BOULEVARD
WOODLAND RD
COMMON-WEALTH
ELM ST
WILLIAM ST
ARLINGTON
IRVING
DOE
LENOX
OAK ST
DEER
LAKE PL
BROOK
JEFFERSON
BIRCH
CHESTNUT
WALNUT
PINE ST
CYPRESS ST
CEDAR
HICKORY ST
SPRUCE
BEECH
MAPLE
BEDFORD
MOUNT
PARK BLVD
RUSSELL
LUDLUM
SARATOGA
NEW
WYANDANCH AVENUE
1 ERIE ST
2 HARRY ST
LINCOLN
BOOKER
DAVIDSON
CUMBERBACH
CHERRY
ELDER
PECAN
OAK
CHARLES
KING
ESSEX
PINE
ROCKLAND
WRIGHT ST
BLISS ST
COURT ST
STATE ST
SWORD ST
BARCLAY
CENTERWOOD
FULTON
HILLTOP
MARLIN
SHERWOOD
WESTCHESTER
LAMONT
MOUNT VERNON
PUTNAM
COLUMBIA
ULSTER
SENECA
ROSE PL
GREY
RAMSEY PL
LODGE
ST JOHNS
STERLING PL
ESSEX
GARRISON
BROOKLYN
LEVITT
34TH PL
30TH
29TH
28TH
27TH
26TH
25TH
24TH
23RD
22ND
21ST
20TH
19TH
18TH
17TH
16TH
15TH
14TH
13TH
12TH
11TH
10TH
9TH
8TH
7TH
6TH
5TH
4TH
3RD
2ND
1ST
S. 38TH
S. 37TH
S. 36TH
S. 35TH
S. 33RD
GARDEN
JAMAICA
NECK
PATTON
NANCY
LANAG
MAHAN
KEAN
JERSEY
DALE
CABOT
BELL
ALDER
PLATE
EDISON
FIELD
GLEAM
BAYS
COMMANDER
GORDON
SOUTHERN
MATTHEWS
PHOENIX
NEVADA
ARIZONA
OREGON
PALM
PKWY
SPRING PL
RENO AV
BARNUM
QUEENS
YORK
SUFFOLK
MONARCH
EMPIRE
BOND
BAUR
SILVER
RAINIER
TARLIGHT
CLARK
YOUNG ST
SEWARD ST
MARCY ST
THROOP ST
VAN BUREN ST
WALKER ST
MERRITT
CHARLES
LITTLE
EAST
WEST
BROADWAY
HIGHWAY
BROKENHEAD
COMMON
DEVON
CIRCLE
CLEARVIEW DR
CARDINAL
IVORWOOD
BUNDALE
RIDGE
WESTMORE
LEE AVENUE
SEAMAN'S PATH
ACORN
S.C.
Wyandanch Sta

COUNTY OF SUFFOLK

1983

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 17, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0400-273.00-03.00-028.000
JOSEPH GENTILE

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 1984-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JOSEPH GENTILE AND CATHY MORIARITY-GENTILE
(SCTM NO. 0100-015.00-04.00-001.000)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 015.00, Block 04.00, Lot 001.000, and acquired by tax deed on October 11, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 13, 2011, in Liber 12673, at Page 822, and otherwise known and designated by the Town of Babylon, as Part of Lot No. 546, on a certain map entitled "Map of West Deer Park Farms, Map 3, Section 4", filed in the Office of the Clerk of Suffolk County on May 9, 1910 as Map No. 385; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on October 11, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 13, 2011 in Liber 12673 at Page 822.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, JOSEPH GENTILE AND CATHY MORIARITY-GENTILE have made application of said above described parcel and JOSEPH GENTILE AND CATHY MORIARITY-GENTILE have paid the application fee and have paid $714.62, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to JOSEPH GENTILE AND CATHY MORIARITY-GENTILE, 24 Yardley Drive, Dix Hills, NY 11746, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

1984

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

October 09, 2014

Tax Map No.: 0100-015.00-04.00-001.000
Name of Last Legal Fee Owner: JOSEPH GENTILE AND CATHY MORIARITY-GENTILE

TREASURER'S COMPUTATION	$688.78
Taxes.....2013/2014	INCLUDED
Certified Mail Fees	$25.84
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$714.62
Monies Received	$714.62
RESOLUTION AMOUNT	$714.62

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

APPROVED:

Annette Brownell 10/14/2014
Accounting
LS:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0100	015.00	04.00	001.000

ITEM #:

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES: 1984

YEAR	AMOUNT
2009	$ 136.60
2010	$ 139.37
2011	$ 81.92
2012	$ 88.52
2013	$ 57.79
2014	$ 59.26

		TOTAL:	$ 563.46
B. INTEREST DUE			$ 92.52
C. TOTAL			$ 655.98
D. 5% LINE C			$ 32.80
SUBTOTAL			**$ 688.78**
E. FEE			
F. MISC	**CERTIFIED MAILING FEES**		**$ 25.84**
G. MISC			
H. MISC			
TOTAL AMOUNT DUE:			**$ 714.62**

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

17-Sep-14

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 03/16/15

mas

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X** 1984

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
JOSEPH GENTILE AND CATHY MORIARITY-GENTILE
0100-015.00-04.00-001.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2014

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Lori Sklar | Lori Sklar 10/14/14
Neil Toomey 10/21/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1984

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

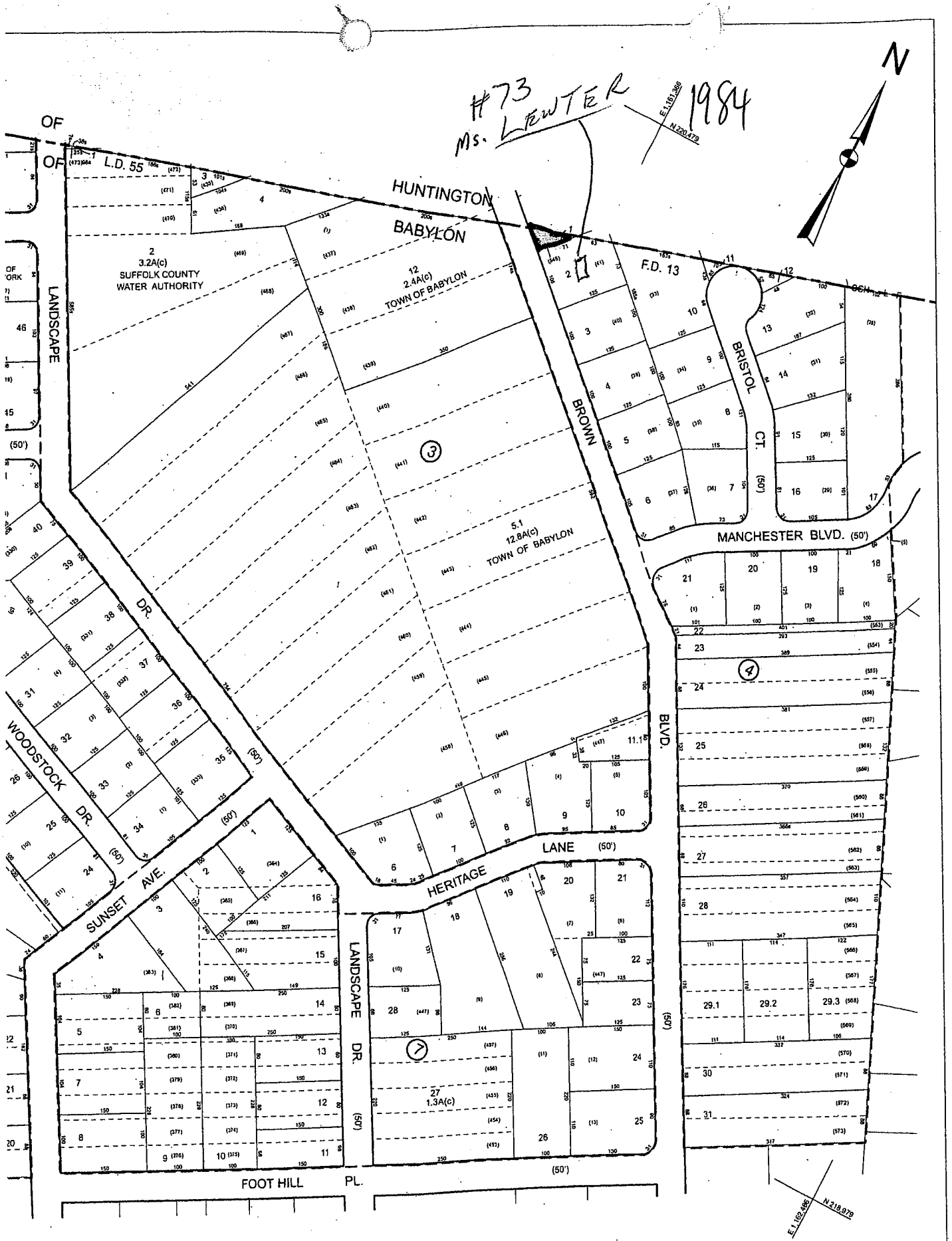
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office



NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

COUNTY OF SUFFOLK ©

Real Property Tax Service Agency

County Center Riverhead, N Y 11901

SCALE IN FEET: 100 0 100 200

KEY MAP

DIST 0400

012 011 015 016 013 014 017

TOWN OF BABYLON

VILLAGE OF

DISTRICT NO 0100

SECTION NO 15

PROPERTY MAP

Suffolk Co.

1984

Joins Map 9

M N O P

Joins Map 4

COUNTY OF SUFFOLK

1984

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 17, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0100-015.00-04.00-001.000
JOSEPH GENTILE AND CATHY MORIARITY-GENTILE

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 1985-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JOSLYN W. ROGERS
(SCTM NO. 0500-111.00-03.00-010.000)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 111.00, Block 03.00, Lot 010.000, and acquired by tax deed on February 14, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on February 14, 2014, in Liber 12764, at Page 519, and otherwise known and designated by the Town of Islip, as Lot No. 10, on a certain map entitled "Map of Windgate, Section 1 and 2", filed in the Office of the Clerk of Suffolk County on April 5, 1990 as Map No. 8921; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 14, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on February 14, 2014 in Liber 12764 at Page 519.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, JOSLYN W. ROGERS has made application of said above described parcel and JOSLYN W. ROGERS has paid the application fee and will be paying $14,651.07, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to JOSLYN W. ROGERS, 4301 Cobble Creek Lane, Raleigh, NC 27616, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1985

October 08, 2014

Tax Map No.: 0500-111.00-03.00-010.000
Name of Last Legal Fee Owner: JOSLYN W. ROGERS

TREASURER'S COMPUTATION	$11,731.96
Taxes.....2013/2014	$2,884.36
Certified Mail Fees	$34.75
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$14,651.07
Monies to be received	$14,651.07
RESOLUTION AMOUNT	$14,651.07

APPROVED:

Annette Brownell 10/31/2014
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0500	111.00	03.00	010.000

1985

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2010/11	$ 3,460.66
2011/12	$ 3,701.14
2012/13	$ 3,458.23

	TOTAL:	$ 10,620.03
B. INTEREST DUE		$ 553.26
C. TOTAL		$ 11,173.29
D. 5% LINE C		$ 558.66
SUBTOTAL		**$ 11,731.96**
E. FEE		
F. MISC	**2013/14 PROPERTY TAXES**	**$ 2,884.36**
G. MISC	**CERTIFIED MAIL FEES**	**$ 34.75**
H. MISC		
TOTAL AMOUNT DUE:		**$ 14,651.07**

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

07-Jul-14

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 01/03/15

DZ

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1985

1. Type of Legislation

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
JOSLYN W. ROGERS
0500-111.00-03.00-010.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2014

10. Typed Name & Title of Preparer Signature of Preparer Date

Lori Sklar Lori Sklar 10/9/14
Neil Toomey 10/21/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1985

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

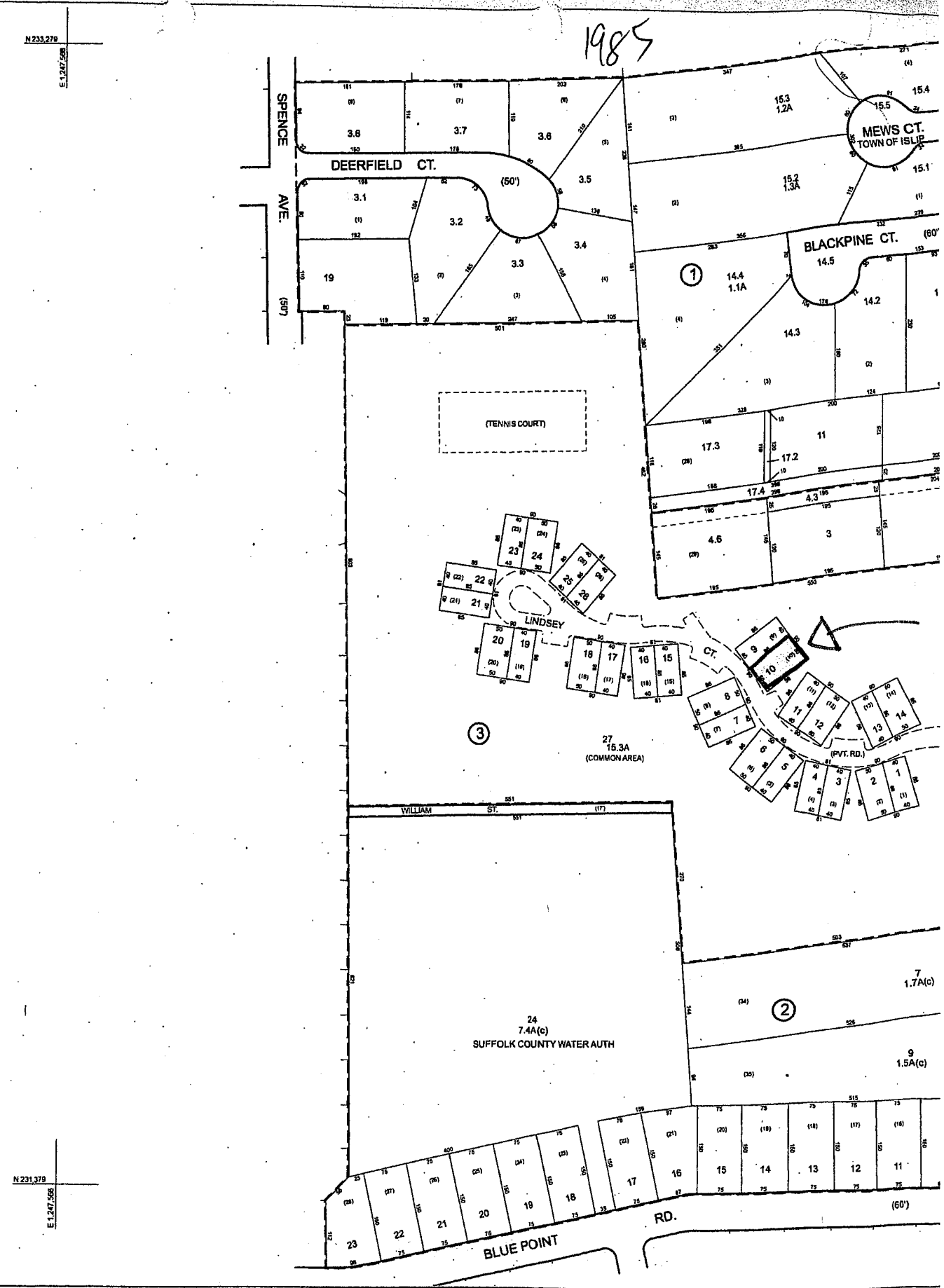
NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Revisions
09-28-98
01-28-99
06-04-02
10-16-02
10-30-07
05-14-08
09-24-09

1985

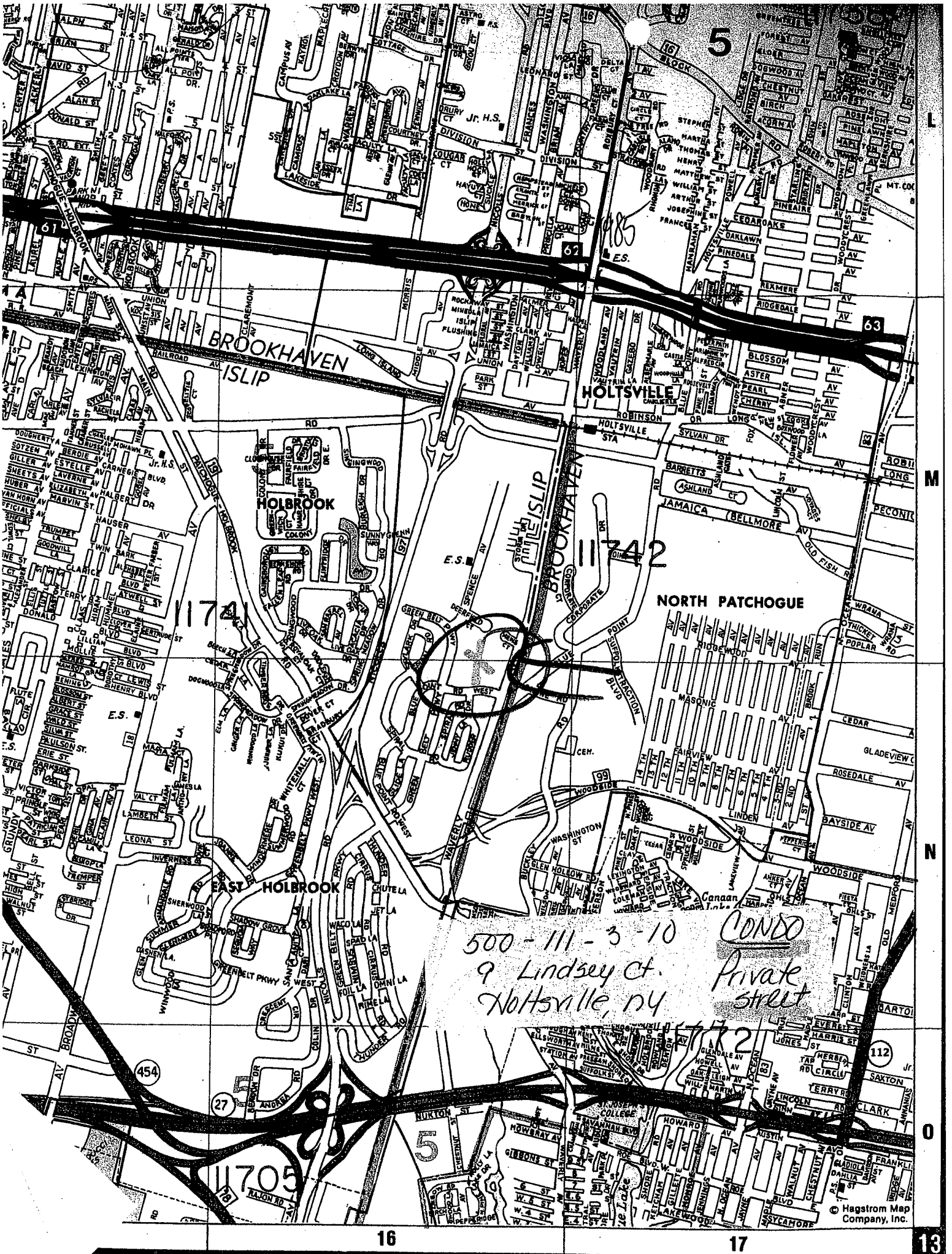


LEGEND

Property or RW Line		Subdivision Lot No.	(17)	Block Line		School District Line — SCH —	Hydrant District Line — H —
Denotes Common Owner	Z	Subdivision Block/Bldg. No.	(21)	Block No.	(2)	Fire District Line — F —	Refuse District Line — R —
Subdivision Lot Line		Deed Dimension	82	County Line		Water District Line — W —	Historical District Line — HST —
Stream / Shore		Scaled Dimension	82a	Town Line		Light District Line — L —	Ambulance District Line — A —
Parcel No.	23	Deed Area	12.1 A(d) or 12.1A	Village Line		Park District Line — P —	Wastewater District Line — WW —
		Calculated Area	12.1 A(c)			Sewer District Line — S —	

UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:

SCHOOL	CR6	SEWER	
FIRE	11	HYDRANT	
LIGHT		WATER	
PARK	1	REFUSE	34
AMBULANCE		WASTEWATER	



FOR ADJOINING AREA SEE MAP NO.14

COUNTY OF SUFFOLK

1985

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 17, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0500-111.00-03.00-010.000
JOSLYN W. ROGERS

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko Inventory (e-copy)

Introductory Resolution No. 1986-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
THE NEW BEGINNING CHURCH, INC.
(SCTM NO. 0100-078.00-02.00-004.000)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 078.00, Block 02.00, Lot 004.000, and acquired by tax deed on July 13, 2012, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 16, 2012, in Liber 12699, at Page 283, and otherwise known and designated by the Town of Babylon, as South Half of Lot 436, on a certain map entitled "Map of Lots 7 and 8 of the Western Division of Squaw Pit Purchase, known as Sheet 9" of the City of Breslau, filed in the Office of the Clerk of Suffolk County on September 6, 1913 as Map No. 550; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on July 13, 2012, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 16, 2012 in Liber 12699 at Page 283.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, THE NEW BEGINNING CHURCH, INC. has made application of said above described parcel and THE NEW BEGINNING CHURCH, INC. has paid the application fee and has paid $3,829.69, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to THE NEW BEGINNING CHURCH, INC., 66 Ferris Avenue, Brentwood, NY 11717, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

9816

October 08, 2014

Tax Map No.: 0100-078.00-02.00-004.000
Name of Last Legal Fee Owner: THE NEW BEGINNING CHURCH, INC.

TREASURER'S COMPUTATION	$3,148.59
Taxes.....2013/2014	$662.77
Certified Mail Fees	$18.33
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$3,829.69
Monies Received	$3,829.69
RESOLUTION AMOUNT	$3,829.69

APPROVED:

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

10-8-2014
Accounting
LS:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0100	078.00	02.00	004.000

1986

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2009/10	$ 997.55
2011/12	$ 823.07
2012/13	$ 852.67

2010/11 PROPERTY TAXES PAID BY OWNER

	TOTAL:	$ 2,673.29
B. INTEREST DUE		$ 325.37
C. TOTAL		$ 2,998.66
D. 5% LINE C		$ 149.93
SUBTOTAL		**$ 3,148.59**
E. FEE		
F. MISC	**2013/14 PROPERTY TAXES**	**$ 662.77**
G. MISC	**CERTIFIED MAIL FEES**	**$ 18.33**
H. MISC		
TOTAL AMOUNT DUE:		**$ 3,829.69**

CERTIFICATION BY COUNTY TREASURER

I, Douglas W. Sutherland, Chief Deputy County Treasurer of the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

29-May-14

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 11/25/14

DZ

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1986

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	**$0.00**		$0.000

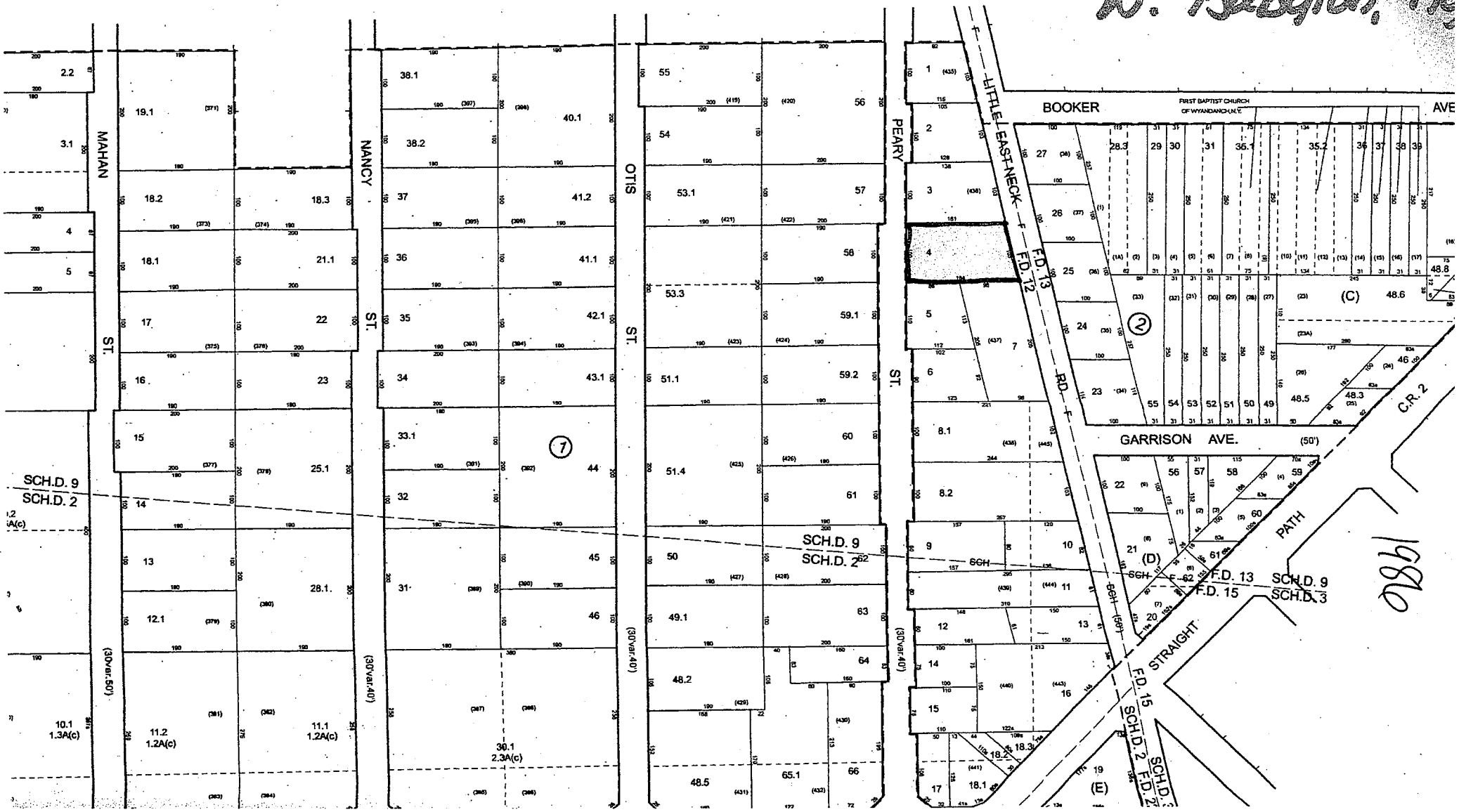
NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

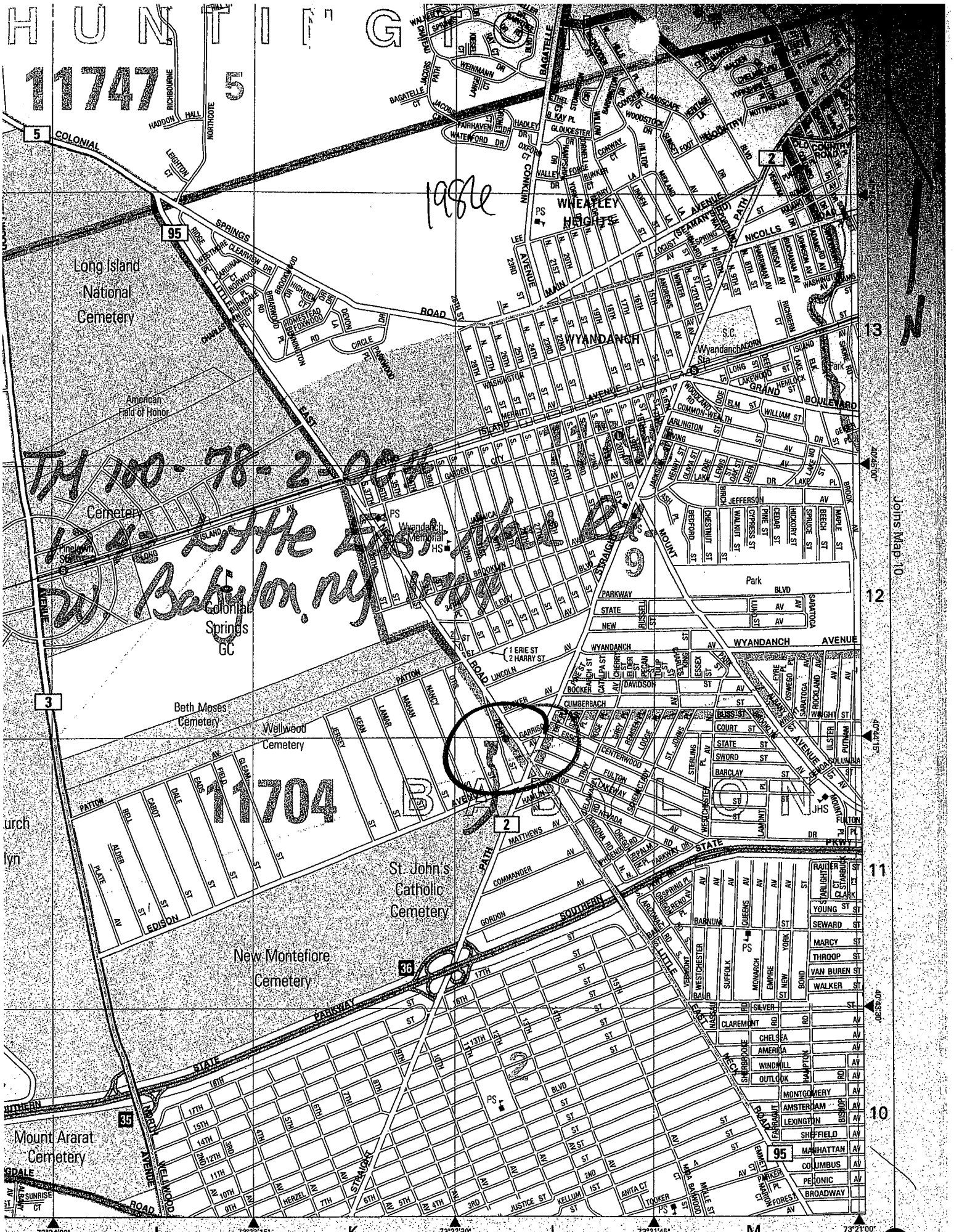
To be completed by the Executive Budget Office

Tax# 100-78-02-

1242 Little Ea

W. Babylon, NY




HUNTINGTON
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COLONIAL
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Long Island National Cemetery
American Field of Honor
Cemetery
Pinelawn Sta
Colonial Springs GC
Beth Moses Cemetery
Wellwood Cemetery
11704
BAYLON
St. John's Catholic Cemetery
New Montefiore Cemetery
Mount Ararat Cemetery
WHEATLEY HEIGHTS
WYANDANCH
Wyandanch Sta
Wyandanch Memorial
WYANDANCH AVENUE
PARKWAY
STATE
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EAST
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Joins Map 5
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©Hagstrom Map Company, Inc.

COUNTY OF SUFFOLK

1980

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 17, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0100-078.00-02.00-004.000
THE NEW BEGINNING CHURCH, INC.

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 1987-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
TINA R. NEWSOME
(SCTM NO. 0500-274.00-01.00-104.000)

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 274.00, Block 01.00, Lot 104.000, and acquired by tax deed on October 21, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 31, 2013, in Liber 12750, at Page 887, and otherwise known and designated by the Town of Islip, as District 0500, Section 274.00, Block 01.00, Lot 104.000; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on October 21, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 31, 2013 in Liber 12750 at Page 887.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, WELLS FARGO BANK has made application of said above described parcel and WELLS FARGO BANK has paid the application fee and has paid $3,687.81, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

1st **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to TINA R. NEWSOME, 106 Andrews Avenue, Islip Terrace, NY 11752, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1987

October 08, 2014

Tax Map No.: 0500-274.00-01.00-104.000
Name of Last Legal Fee Owner: TINA R. NEWSOME

TREASURER'S COMPUTATION	$3,674.19
Taxes.....2013/2014	PAID
Certified Mail Fees	$13.62
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$3,687.81
Monies Received	$3,687.81
RESOLUTION AMOUNT	$3,687.81

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

APPROVED:

Annette Brownell 10/8/2014
Accounting
LS:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK		LOT
0500	274.00	01.00	1987	104.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2010/11	$ 694.92
2011/12	$ 1,424.28
2012/13	$ 1,114.65

2013/14 PROPERTY TAXES PAID BY WELLS FARGO MTG

	TOTAL:	$ 3,233.85
B. INTEREST DUE		$ 265.38
C. TOTAL		$ 3,499.23
D. 5% LINE C		$ 174.96
SUBTOTAL		**$ 3,674.19**
E. FEE		
F. MISC	**CERTIFIED MAIL FEES**	**$ 13.62**
G. MISC		
H. MISC		
TOTAL AMOUNT DUE:		**$ 3,687.81**

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

15-Sep-14

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 03/14/15

1987

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution **X**

2. Title of Proposed Legislation

   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   TINA R. NEWSOME
   0500-274.00-01.00-104.000

3. Purpose of Proposed Legislation

   Convey County owned parcel to prior owner

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

   The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   N/A

8. Proposed Source of Funding

   N/A

9. Timing of Impact

   2014

10. Typed Name & Title of Preparer | Signature of Preparer | Date

    Lori Sklar | Lori Sklar 10/9/14
    Real Prop 10/21/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1987

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

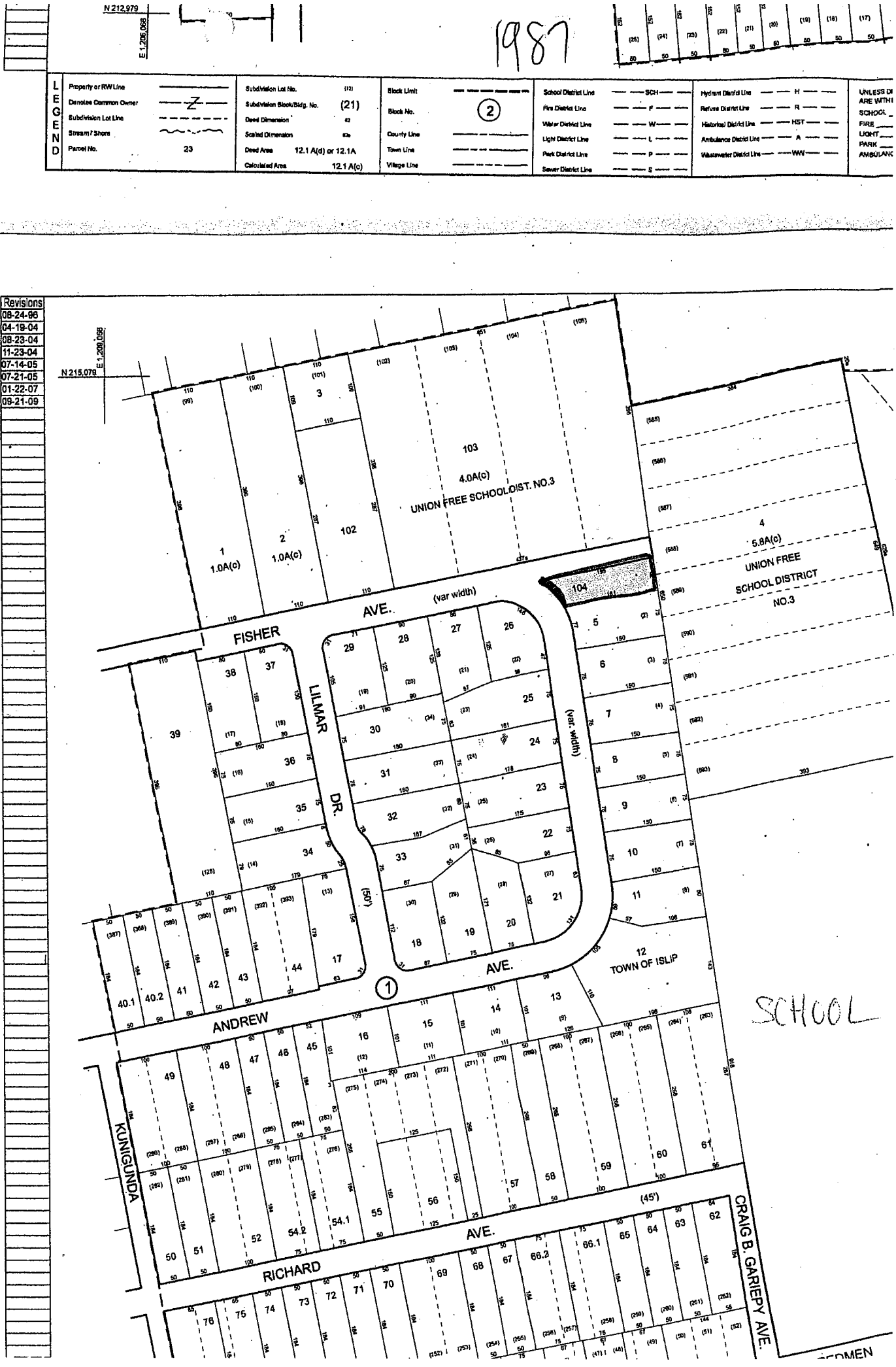
COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office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E 1,206,066
1987
LEGEND
Property or RW Line
Denotes Common Owner
Subdivision Lot Line
Stream / Shore
Parcel No. 23
Subdivision Lot No. (12)
Subdivision Block/Bldg. No. (21)
Deed Dimension
Scaled Dimension
Deed Area 12.1 A(d) or 12.1A
Calculated Area 12.1 A(c)
Block Limit
Block No. 2
County Line
Town Line
Village Line
School District Line SCH
Fire District Line F
Water District Line W
Light District Line L
Park District Line P
Sewer District Line S
Hydrant District Line H
Refuse District Line R
Historical District Line HST
Ambulance District Line A
Wastewater District Line WW
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Revisions
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01-22-07
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N 215,079
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1.0A(c)
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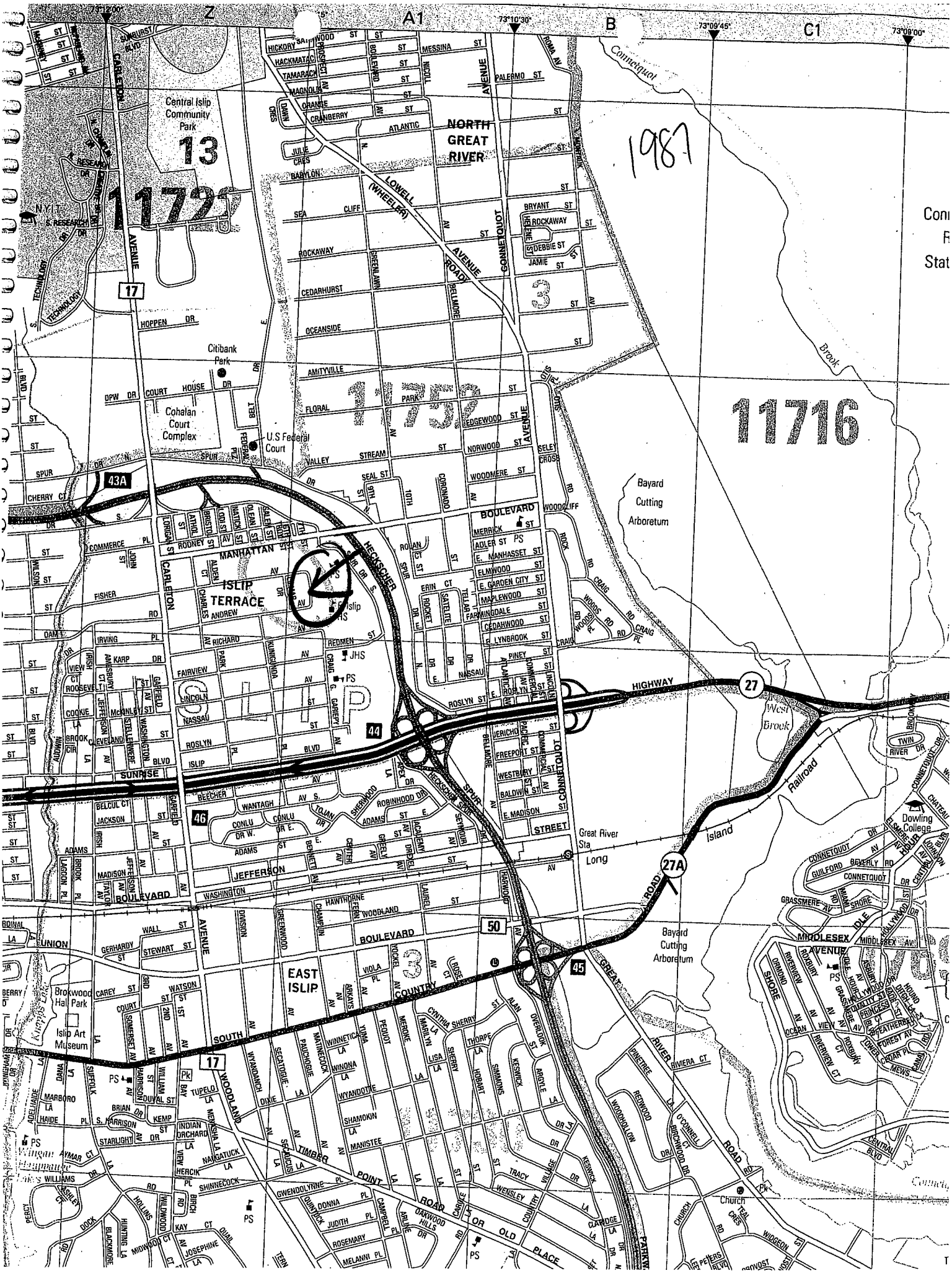
102
103
4.0A(c)
UNION FREE SCHOOL DIST. NO.3
104
4
5.8A(c)
UNION FREE
SCHOOL DISTRICT
NO.3
FISHER AVE. (var width)
LILMAR DR. (50')
(var. width)
ANDREW AVE.
12
TOWN OF ISLIP
KUNIGUNDA
RICHARD AVE. (45')
CRAIG B. GARIEPY AVE.
SCHOOL



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73°10'30"
73°09'45"
73°09'00"
Central Islip Community Park
NORTH GREAT RIVER
Citibank Park
Cohalan Court Complex
U.S Federal Court
ISLIP TERRACE
EAST ISLIP
Bayard Cutting Arboretum
West Brook
Great River Sta
Long Island Railroad
Dowling College
Brookwood Hall Park
Islip Art Museum
Church
Connetquot
Brook
CARLETON AVENUE
MANHATTAN
HECKSCHER
BOULEVARD
SUNRISE
JEFFERSON
UNION
SOUTH COUNTRY
WOODLAND
TIMBER POINT ROAD
OLD PLACE
GREAT RIVER ROAD
MIDDLESEX AVENUE
IDLE HOUR
SHORE
CONNETQUOT
LOWELL (WHEELER) AVENUE
CONNETQUOT AVENUE
HIGHWAY
27
27A
43A
44
45
46
50
17

COUNTY OF SUFFOLK

1987

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

October 17, 2014

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0500-274.00-01.00-104.000
TINA R. NEWSOME

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

REVISED AS OF 10/29/14

Intro. Res. No. 1988-2014 Laid on Table 11/5/2014

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, AUTHORIZING USE OF COUNTY FACILITIES BY WALK-FM IN CONNECTION WITH PROVIDING SPACE NEAR THE COUNTY'S EMERGENCY OPERATIONS CENTER (EOC) AS AN AUXILIARY BROADCASTING LOCATION DURING PERIODS OF DECLARED, LOCAL EMERGENCY

WHEREAS, the County's disaster preparedness plans, organizational arrangements, and response capability must at all times be the most effective that current circumstances and existing resources allow; and

WHEREAS, the purpose of such plans is to minimize the effect of disasters by (i) identifying appropriate local measures to prevent and mitigate disaster; (ii) to develop mechanisms to coordinate the use of local resources and manpower for service during and after disasters; and (iii) to provide for recovery and redevelopment after disasters; and

WHEREAS, in order to execute such plans during, or at imminent threat of disaster, the County must ensure that all resources necessary and required for such implementation are readily available to it and the ability to immediately access emergency information for dissemination to the public by the State Relay and Local Primary I station for Long Island facilitates this goal;

WHEREAS, Resolution 575-2007 authorized to the County to execute a license with Connoisseur Media of Long Island (WALK 97.5), for 160 square feet of County space located in Building 110, Yaphank Avenue, Yaphank, NY, for the purpose of constructing an auxiliary broadcasting location, to be used during periods of a declared, local emergency; and

WHEREAS, Connoisseur Media of Long Island (WALK 97.5) seeks to sell its radio station and assign its agreements, duties, responsibilities and licenses to Capstar Radio Operating Company and its affiliates (collectively "Clear Channel); now, therefore be it

1st **RESOLVED**, that the County Executive or his designee is hereby is authorized to consent to such assignment and the County Executive is authorized to execute a license with Clear Channel, for use of approximately 160 square feet of County space located in Building 110, Yaphank Avenue, Yaphank, NY, for the purpose of utilizing and maintaining an auxiliary broadcasting location, to be used during periods of a declared, local emergency; 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:

1988

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2014, AUTHORIZING USE OF COUNTY FACILITIES BY WALK-FM IN CONNECTION WITH PROVIDING SPACE NEAR THE COUNTY'S EMERGENCY OPERATIONS CENTER (EOC) AS AN AUXILIARY BROADCASTING LOCATION DURING PERIODS OF DECLARED, LOCAL EMERGENCY

3. Purpose of Proposed Legislation

See above.

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

N/A

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

Upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 23, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1988

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, 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

1988

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: AUTHORIZING USE OF COUNTY FACILITIES BY WALK-FM IN CONNECTION WITH PROVIDING SPACE NEAR THE COUNTY'S EMERGENCY OPERATIONS CENTER (EOC) AS AN AUXILIARY BROADCASTING LOCATION DURING PERIODS OF DECLARED, LOCAL EMERGENCY

PURPOSE OR GENERAL IDEA OF BILL: To provide for continuation of WALK 97.5 Radio's existing agreement to operate an auxiliary radio broadcasting location adjacent to the Suffolk County Emergency Operation Center during times of declared emergency, to provide for a channel of communication to the residents of the county.

SUMMARY OF SPECIFIC PROVISIONS: To authorize execution of a license with ownership of WALK 97.5 Radio for use of approximately 160 square feet of County space located in Building 110, Yaphank Avenue, Yaphank, NY, for the purpose of operating an auxiliary broadcasting location, to be used during periods of a declared, local emergency.

JUSTIFICATION: In conjunction with the Suffolk County Emergency Management Plan (CEMP), the National Incident Management System (NIMS), and best practices, this agreement will provide for a channel of official information to residents during times of declared emergencies.

FISCAL IMPLICATIONS: None.

COUNTY OF SUFFOLK

1988

JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

GREGORY C. MINIUTTI
CHIEF OF COMMUNICATIONS

STEVEN BELLONE
COUNTY EXECUTIVE

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

JOEL VETTER
CHIEF OF SUPPORT SERVICES

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph Williams
Commissioner

DATE: October, 22, 2014

SUBJECT: Request for Introductory Resolution: WALK-FM Radio

I respectfully submit the attached documents requesting authorization of use of county facilities by WALK-FM in connection with providing space near the county's Emergency Operations Center (EOC) as an auxiliary broadcasting location during periods of declared, local emergency.

If you have any questions, please contact Ed Moltzen, assistant to the commissioner, at X25033.

JFW

Enclosures

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

MAILING ADDRESS:
PO BOX 127
YAPHANK, NEW YORK 11980-0127

LOCATION:
102 EAST AVENUE
YAPHANK, NEW YORK

COMMISSIONER'S OFFICE: (631) 852-4850
FIRE MARSHAL'S OFFICE: (631) 852-4855
EMERGENCY MGMT OFFICE: (631) 852-4900
COMM. CENTER (24-HOUR): (631) 852-4815
FAX: (631) 852-4861

Intro Res. No. 1989-14 Laid on Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO - 2014, AUTHORIZING THE FILING OF A GRANT APPLICATION FOR FEDERAL FISCAL YEAR 2013 SECTION 5339 BUS AND BUS FACILITIES FUNDS TO PURCHASE PARATRANSIT VEHICLES FOR THE SUFFOLK COUNTY ACCESSIBLE TRANSPORTATION PROGRAM

WHEREAS, the Administrator of the Federal Transit Administration (FTA) has been delegated authority to award financial capital assistance for mass transportation projects; and

WHEREAS, in Federal Fiscal Year 2013 Suffolk County was allocated $290,239 in capital assistance funds under Section 5339 of the Moving Ahead for Progress in the 21st Century Act (MAP-21); and

WHEREAS, the County of Suffolk is a Designated Recipient of Federal funds for mass transportation capital projects as defined by 49 U.S.C. Section 5339(c)(1); and

WHEREAS, the grant contracts for Federal and State financial assistance will impose certain obligations upon the County, and will require the County to commit resources necessary to cover the entire grant with the understanding that reimbursement at the ratio of 80% Federal funds and 20% non-federal funds will be made and that the State share will be used to fund up to 50% of the non-federal share of federally funded projects, but not to exceed 10% of federally funded projects costs and that the County will provide the remaining 10% local share of project costs; and

WHEREAS, the County will provide all annual certifications and assurances required for the project to the Federal Transit Administration; and

WHEREAS, it is required by the U.S. Department of Transportation, in accord with the provision of Title VI of the Civil Rights Act of 1964, as amended, that the County give an assurance that it will comply with the Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; now, therefore, be it

1st RESOLVED, **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 the Designee of the County Executive of Suffolk County is hereby authorized to file and execute an application for Federal assistance on behalf of the County of Suffolk with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration; and be it further

3rd **RESOLVED**, that the County proposes to utilize allocated Federal Fiscal Year 2013 funds to aid in the financing of capital mass transportation projects pursuant to Section 5339 of the Moving Ahead for Progress in the 21st Century Act (MAP-21), a Program of Projects and Budget being described as follows:

Related Capital Program Number	Program of Projects	Estimated Total Cost
5658	Purchase of Paratransit Vehicles (including related equipment)	$362,799
	Total Estimated Cost of the Program of Projects	$362,799
	Estimated Federal Share: 80%	$290,239
	Estimated State Share: 10%	$36,280
	Estimated County Share: 10%	$36,280

and be it further

4th **RESOLVED**, that the Designee of the County Executive of Suffolk County is hereby authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964; and to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the Program of Projects and Budget; and be it further

5th **RESOLVED**, that the Designee of the County Executive of Suffolk County is hereby authorized to execute grant agreements on behalf of the County of Suffolk with the U.S. Department of Transportation and the New York State Department of Transportation for aid in the financing of the capital assistance Program of Projects and Budget herein described.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1989

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO - 2014, AUTHORIZING THE FILING OF A GRANT APPLICATION FOR FEDERAL FISCAL YEAR 2013 SECTION 5339 BUS AND BUS FACILITIES FUNDS TO PURCHASE PARATRANSIT VEHICLES FOR THE SUFFOLK COUNTY ACCESSIBLE TRANSPORTATION PROGRAM

3. Purpose of Proposed Legislation

See above.

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

N/A

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

Upon adoption. This resolution authorizes the filing of the grant application. Once grant is awarded, a future appropriating resolution and financial impact statement will be put forward at that time.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 24, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1989

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, 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

1989

MEMORANDUM OF SUPPORT

TITLE OF BILL: AUTHORIZING THE FILING OF A GRANT APPLICATION FOR FEDERAL FISCAL YEAR 2013 SECTION 5339 BUS AND BUS FACILITIES FUNDS TO PURCHASE PARATRANSIT VEHICLES FOR THE SUFFOLK COUNTY ACCESSIBLE TRANSPORTATION PROGRAM

PURPOSE OR GENERAL IDEA OF BILL: Authorizing the County Executive to file an application for Federal Fiscal Year 2013 Section 5339 Bus and Bus Facilities Program funds purchase paratransit vehicles for the Suffolk County Accessible Transportation (SCAT) program

SUMMARY OF SPECIFIC PROVISIONS: Suffolk County has been allocated $290,239 in federal Section 5339 funds for the purchase of new buses and related equipment. The proposed resolution will permit the County to apply for a grant for these federal funds and matching NYS funds.

JUSTIFICATION: County regularly purchases, under its capital program, paratransit vehicles for expansion and replacement to meet demand for service.

FISCAL IMPLICATIONS: The total cost of all projects in the application translates to $362,799 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs.

COUNTY OF SUFFOLK

1989

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner
Department of Public Works

DATE: October 21, 2014

RE: Draft resolution authorizing the filing of an application for Federal Fiscal Year 2013 Section 5339 Bus and Bus Facilities Program funds to purchase paratransit vehicles for the Suffolk County Accessible Transportation program

---

Attached, please find a draft resolution authorizing the County Executive to file an application for Federal Fiscal Year 2013 Section 5339 Bus and Bus Facilities Program funds purchase paratransit vehicles for the Suffolk County Accessible Transportation (SCAT) program. Suffolk County has been allocated $290,239 in federal Section 5339 funds for the purchase of new buses and related equipment. The proposed resolution will permit the County to apply for a grant for these federal funds and matching NYS funds.

The total cost of all projects in the application translates to $362,799 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs.

This proposed resolution, with backup, will be forwarded electronically titled: "Reso-DPW- FTA FFY 2013 5339 Application."

Please initiate the process to have this resolution introduced at the next meeting of the Suffolk County Legislature. If you have any questions, please do not hesitate to contact Garry Lenberger, Director of Transportation Operations, at 2-4880.

GA:GL:cc
Enclosures

cc: Dennis M. Cohen, Chief Deputy County Executive, w/enc.
Lisa Santeramo, Assistant Deputy County Executive, w/enc
Tom Vaughn, Director of Intergovernmental Relations, w/enc
CE Reso Review List, e-mail

Intro Res. No. 1990-14 Laid on Table 11/5/14
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO - 2014, AUTHORIZING THE PURCHASE OF UP TO 44 PARATRANSIT VANS FOR THE SUFFOLK COUNTY ACCESSIBLE TRANSPORTATION PROGRAM AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID AND COUNTY FUNDS (CP 5658)

WHEREAS, the Federal Transit Administration (FTA) and the New York State Department of Transportation (NYSDOT) provide funds for mass transportation projects; and

WHEREAS, Grant No. NY-90-X648 has been awarded to Suffolk County by the FTA and includes funds for various mass transportation projects for Suffolk County Transit including the purchase of paratransit vans for its complementary SCAT service; and

WHEREAS, the grant agreements for the Federal and associated State financial assistance impose certain obligations upon the County, and require the County to commit resources necessary to initially cover the total project costs of the grants; and

WHEREAS, Federal reimbursement to the County will be 80% and State reimbursement to the County will be up to 50% of the non-federal share of federally funded projects, but not to exceed 10% of federally funded total project costs and the County will provide the remaining 10% local share of project costs; and

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

WHEREAS, the total cost of the purchase is estimated to be $3,060,000; and

WHEREAS, there are sufficient funds within the 2014 Capital Budget and Program; and

WHEREAS, that the County Legislature, by resolution of even date herewith, has authorized the issuance of $306,000 in Suffolk County Serial Bonds to cover the County share of this purchase; 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 Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive materials, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as 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 thirty-six (36) 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 Purchasing Division is authorized to acquire up to 44 paratransit vans and related equipment, and including pre and post-delivery Buy America audits and inspection during manufacture subject to approvals of FTA and NYSDOT and pursuant to applicable federal and state regulations; and be it further

4th RESOLVED, that that the proceeds of $306,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Proj. No.	Project Title	Amount
525-CAP-5658.552 (Fund 001 Debt Service)	Purchase of up to 44 paratransit vans including related equipment and pre and post delivery Buy America audits and inspection during manufacture	$306,000

and be it further

5th RESOLVED, that the State Aid be and they are hereby appropriated as follows:

Proj. No.	Project Title	Amount
Ref-525-CAP-5658.552	Purchase of up to 44 paratransit vans including related equipment and pre and post delivery Buy America audits and inspection during manufacture	$306,000

and be it further

6th RESOLVED, that the Federal Aid be and they are hereby appropriated as follows:

Proj. No.	Project Title	Amount
Ref-525-CAP-5658.552	Purchase of up to 44 paratransit vans including related equipment and pre and post delivery Buy America audits and inspection during manufacture	$2,448,000

and be it further

7th RESOLVED, that the County Treasurer and the County Comptroller are authorized to accept State and Federal aid in connection with this project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1990

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO - 2014, AUTHORIZING THE PURCHASE OF UP TO 44 PARATRANSIT VANS FOR THE SUFFOLK COUNTY ACCESSIBLE TRANSPORTATION PROGRAM AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID AND COUNTY FUNDS (CP 5658)

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 5 is "yes", Provide Detailed Explanation of Impact

The County will provide 10% share of the project, estimated to be $306,000.

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

Federal Transit Funds 80% ($2,448,000)
New York State Aid 10% ($306,000)
Suffolk County Serial Bonds 10% ($306,000)

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2014 AND 2015. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2016 OPERATING BUDGET. ATTACHED CAT BASED ON 2014 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas E. Paglia Jr. Executive Analyst		October 23, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1990

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, 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

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1990

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1990

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$67,581**	**$0.13**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$67,581**	**$0.13**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1990

Term of Bonds	5
Amount to Bond:	$306,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	$57,177.47	$10,404.00	$67,581.47	$67,581.47
			$4,229.98	$4,229.98	
5/1/2017	3.000%	$59,121.51	$4,229.98	$63,351.49	$67,581.47
			$3,224.92	$3,224.92	
5/1/2018	3.000%	$61,131.64	$3,224.92	$64,356.56	$67,581.47
			$2,185.68	$2,185.68	
5/1/2019	4.000%	$63,210.12	$2,185.68	$65,395.80	$67,581.47
			$1,111.11	$1,111.11	
5/1/2020	4.000%	$65,359.26	$1,111.11	$66,470.37	$67,581.47
5/1/2021		$306,000.00	$31,907.37	$337,907.37	$337,907.37
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					
5/1/2033					

1990

MEMORANDUM OF SUPPORT

TITLE OF BILL: AUTHORIZING THE PURCHASE OF UP TO 44 PARATRANSIT VANS FOR THE SUFFOLK COUNTY ACCESSIBLE TRANSPORTATION PROGRAM AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID AND COUNTY FUNDS (CP 5658)

PURPOSE OR GENERAL IDEA OF BILL: Authorizes the Purchasing Division to acquire up to 44 paratransit vans including related equipment, and pre and post-delivery Buy America audits and inspection during manufacture and accept and appropriate Federal and State aid and County funds for this project.

SUMMARY OF SPECIFIC PROVISIONS: Authorizes the Purchasing Division to acquire up to 44 paratransit vans including related equipment, and pre and post-delivery Buy America audits and inspection during manufacture and accept and appropriate Federal and State aid and County funds for this project.

JUSTIFICATION: The paratransit vans operated by Suffolk County Transit need replacement regularly and in accordance with Federal age and mileage criteria. In addition, the Americans with Disabilities Act of 1990 mandates that eligible persons receive the paratransit service which is complementary to its fixed route service. This results in the need for replacement and additional paratransit vans.

FISCAL IMPLICATIONS: The total cost is estimated to be $3,060,000 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs. Funds for this project are available under FTA grant NY-90-X648.

COUNTY OF SUFFOLK

1990

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner
Department of Public Works

DATE: October 21, 2014

RE: Draft resolution authorizing the purchase of up to 44 paratransit vans for the Suffolk County Accessible Transportation program and accepting and appropriating Federal aid and State aid and County funds

---

Attached, please find a draft resolution for the purchase of up to 44 paratransit vans for the Suffolk County Accessible Transportation (SCAT) program. This proposed legislation will authorize the Purchasing Division to acquire up to 44 paratransit vans including related equipment, and pre and post-delivery Buy America audits and inspection during manufacture and accept and appropriate Federal and State aid and County funds for this project. The SCIN Forms 175a and Statement of Financial Impact Form are attached.

The total cost is estimated to be $3,060,000 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs. Funds for this project are available under FTA grant NY-90-X648.

This proposed resolution, with backup, will be forwarded electronically titled: "Reso-DPW- Purchase of up to 44 Paratransit Vans."

Please initiate the process to have this resolution introduced at the next meeting of the Suffolk County Legislature. If you have any questions, please do not hesitate to contact Garry Lenberger, Director of Transportation Operations, at 2-4880.

GA:GL:cc
Enclosures

cc: Dennis M. Cohen, Chief Deputy County Executive, w/enc.
Lisa Santeramo, Assistant Deputy County Executive, w/enc
Tom Vaughn, Director of Intergovernmental Relations, w/enc
CE Reso Review List, e-mail

Intro. Res. No. 1991 - 2014 Laid on the Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, AMENDING RESOLUTION NO. 1268-2010, AMENDING THE MAP OF THE COUNTY ROAD SYSTEM TO REMOVE COUNTY SYSTEM ROAD NO. 38, NORTH SEA ROAD-NOYAC ROAD (FROM A POINT LOCATED APPROXIMATELY 500± FEET NORTH OF MILLSTONE BROOK ROAD, NORTHERLY AND EASTERLY ENDING AT THE WESTERLY BOUNDARY OF THE VILLAGE OF SAG HARBOR) AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE TOWN OF SOUTHAMPTON TRANSFERRING OWNERSHIP AND MAINTENANCE OF SAID ROADWAY TO THE TOWN OF SOUTHAMPTON

WHEREAS, Resolution No. 1268-2010 authorized the transfer of ownership and maintenance to the Town of Southampton of County System Road No. 38, North Sea Road-Noyac Road, along with the removal of said portion from the County Road System Map; and

WHEREAS, approval is not required from the New York State Commissioner of Transportation to remove County Highways from the Official County Road System Map when an agreement has been entered into between the County of Suffolk and one of its local Towns and/or Incorporated Villages; and

WHEREAS, County System Road No. 38, North Sea Road-Noyac Road from a point located approximately 500± feet north of Millstone Brook Road, northerly and easterly ending at the westerly boundary of the Village of Sag Harbor, a distance of 46,650± feet, or 8.84± miles, has been transferred to the Town of Southampton in accordance with the provisions of Highway Law §115-b and Ownership Transfer Agreement (Law #20-PW-006); and

WHEREAS, it is necessary to amend Resolution No. 1268-2010 by removing "official County Map and Road System, subject to approval of the New York State Commissioner of Transportation" and replacing it with "Official County Road System Map" now, therefore, be it

1st **RESOLVED**, that the 1st Resolved clause of Resolution No. 1268-2010 is hereby amended by the changes as follows:

1st **RESOLVED,** that County System Road No. 38, North Sea Road-Noyac Road from a point located approximately 500± feet north of Millstone Brook Road, northerly and easterly ending at the westerly boundary of the Village of Sag Harbor, a distance of 46,650± feet, or 8.84± miles, is hereby removed from the [official County Map and Road System, subject to approval of the New York State Commissioner of Transportation] Official County Road System Map; and be it further

2nd **RESOLVED**, that Suffolk County, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby fins and determines that the adoption of this resolution

constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C) (20) and (27) as this legislative decision involves routine or continuing agency administration, as such, this Legislature had no further responsibilities under SEQRA.

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1991

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2014, AMENDING RESOLUTION NO. 1268-2010, AMENDING THE MAP OF THE COUNTY ROAD SYSTEM TO REMOVE COUNTY SYSTEM ROAD NO. 38, NORTH SEA ROAD-NOYAC ROAD (FROM A POINT LOCATED APPROXIMATELY 500± FEET NORTH OF MILLSTONE BROOK ROAD, NORTHERLY AND EASTERLY ENDING AT THE WESTERLY BOUNDARY OF THE VILLAGE OF SAG HARBOR) AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE TOWN OF SOUTHAMPTON TRANSFERRING OWNERSHIP AND MAINTENANCE OF SAID ROADWAY TO THE TOWN OF SOUTHAMPTON

3. Purpose of Proposed Legislation

See above.

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

N/A

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

Upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 24, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1991

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, 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

1991

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending Resolution No. 1268-2010, Amending the Map of the County Road System to Remove County System Road No. 38, North Sea Road-Noyac Road (from a Point Located Approximately 500± feet North of Millstone Brook Road, Northerly and Easterly Ending at the Westerly Boundary of the Village of Sag Harbor) and Authorizing the County Executive to Execute an Agreement with the Town of Southampton Transferring Ownership and Maintenance of Said Roadway to the Town of Southampton

PURPOSE OR GENERAL IDEA OF BILL: To amend Resolution 1268-2010, as approval is not required from the New York State Commissioner of Transportation to remove portions of County Highways from the Official County Road System Map

SUMMARY OF SPECIFIC PROVISIONS: the resolution shall be amended to reflect that County System Road 38 is hereby removed from the Official County Road system map

JUSTIFICATION: This would enable DPW to amend the Official County Road System Map.

FISCAL IMPLICATIONS: removal of this portion of road removes the maintenance from the County's inventory.

COUNTY OF SUFFOLK 1991

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: October 22, 2014

RE: Amending Resolution No. 1268-2010, Amending the Map of the County Road System to Remove County System Road No. 38, North Sea Road-Noyac Road (from a Point Located Approximately 500± feet North of Millstone Brook Road, Northerly and Easterly Ending at the Westerly Boundary of the Village of Sag Harbor) and Authorizing the County Executive to Execute an Agreement with the Town of Southampton Transferring Ownership and Maintenance of Said Roadway to the Town of Southampton

Attached is a draft resolution to amend Resolution No. 1268-2010 in connection with removing County System Road No. 38, North Sea Road-Noyac Road from the County Road System. This system road has been transferred to the Town of Southampton in accordance with provisions of Highway Law §115-b, and Ownership Transfer Agreement (Law #20-PW-006). This amendment is necessary in order to remove said portion of road from the Official County Road System Map.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-Amending Reso 1268-2010.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

1992

Intro. Res. No. - 2014 Laid on the Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, AMENDING RESOLUTION NO. 1037-2010, AMENDING THE MAP OF THE COUNTY ROAD SYSTEM TO REMOVE A PORTION OF CR 19, PATCHOGUE-HOLBROOK ROAD (WEST AVENUE) AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE VILLAGE OF PATCHOGUE TRANSFERRING OWNERSHIP AND MAINTENANCE OF SAID ROADWAY TO THE VILLAGE OF PATCHOGUE

WHEREAS, Resolution No. 1037-2010 authorized the transfer of ownership and maintenance to the Village of Patchogue for a portion of CR 19, Patchogue-Holbrook Road (West Avenue), along with the removal of said portion from the County Road System Map; and

WHEREAS, approval is not required from the New York State Commissioner of Transportation to remove portions of County Highways from the Official County Road System Map when an agreement has been entered into between the County of Suffolk and one of its local Towns and/or Incorporated Villages; and

WHEREAS, said portion of CR 19, Patchogue-Holbrook Road (West Avenue) from Montauk Highway (West Main Street) to approximately 200' south of Division Street, a distance of approximately 0.40 miles, has been transferred to the Village of Patchogue in accordance with the provisions of Highway Law §115-b and Ownership Transfer Agreement (Law #30-PW-004); and

WHEREAS, it is necessary to amend Resolution No. 1037-2010 by removing "official County Map and Road System, subject to approval of the New York State Commissioner of Transportation" and replacing it with "Official County Road System Map" now, therefore, be it

1st **RESOLVED**, that the 1st Resolved clause of Resolution No. 1037-2010 is hereby amended by the changes as follows:

1st **RESOLVED,** that CR 19, Patchogue-Holbrook Road (West Avenue) from Montauk Highway (West Main Street) to approximately 200' south of Division Street, a distance of approximately 0.40 miles, is hereby removed from the [official County Map and Road System, subject to approval of the New York State Commissioner of Transportation] <u>Official County Road System Map</u>; and be it further

2nd **RESOLVED**, that Suffolk County, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby fins and determines that the adoption of this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C) (20) and (27) as this legislative decision involves routine or continuing agency administration. As such, this Legislature had no further responsibilities under SEQRA.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1992

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2014, AMENDING RESOLUTION NO. 1037-2010, AMENDING THE MAP OF THE COUNTY ROAD SYSTEM TO REMOVE A PORTION OF CR 19, PATCHOGUE-HOLBROOK ROAD (WEST AVENUE) AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE VILLAGE OF PATCHOGUE TRANSFERRING OWNERSHIP AND MAINTENANCE OF SAID ROADWAY TO THE VILLAGE OF PATCHOGUE

3. Purpose of Proposed Legislation

See above.

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

N/A

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

Upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		October 24, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1992

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, 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

1992

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending Resolution No. 1037-2010, Amending the Map of the County Road System to Remove a Portion of CR 19, Patchogue-Holbrook Road (West Avenue) and Authorizing the County Executive to Execute an Agreement with the Village of Patchogue Transferring Ownership and Maintenance of Said Roadway to the Village of Patchogue

PURPOSE OR GENERAL IDEA OF BILL: To amend Resolution 1037-2010, as approval is not required from the New York State Commissioner of Transportation to remove portions of County Highways from the Official County Road System Map

SUMMARY OF SPECIFIC PROVISIONS: the resolution shall be amended to reflect that the referenced section of CR 19 is hereby removed from the Official County Road System Map.

JUSTIFICATION: This would enable DPW to amend the Official County Road System Map.

FISCAL IMPLICATIONS: removal of this portion of road removes the maintenance from the County's inventory.

1992

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: October 22, 2014

RE: Amending Resolution No. 1037-2010, Amending the Map of the County Road System to Remove a Portion of CR 19, Patchogue-Holbrook Road (West Avenue) and Authorizing the County Executive to Execute an Agreement with the Village of Patchogue Transferring Ownership and Maintenance of Said Roadway to the Village of Patchogue

Attached is a draft resolution to amend Resolution No. 1037-2010 in connection with removing a portion of CR 19, Patchogue-Holbrook Road (West Avenue) from the County Road System Map. This portion has been transferred to the Village of Patchogue in accordance with provisions of Highway Law §115-b, and Ownership Transfer Agreement (Law #30-PW-004). This amendment is necessary in order to remove said portion of road from the Official County Road System Map.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-Amending Reso 1037-2010.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

Intro. Res. No. 1993-2014 Laid on Table 11/5/2014
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING 100% GRANT FUNDING IN THE AMOUNT OF $175,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE FOOD AND NUTRITION SERVICE TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PROCESS AND TECHNOLOGY IMPROVEMENT GRANT

WHEREAS, the United States Department of Agriculture (USDA) and Food and Nutrition Service (FNS) has designated Suffolk County as the recipient of Federal funding in the amount of $175,000; and

WHEREAS, the purpose of the grant is to provide increased access to Supplemental Nutrition Assistance Program (SNAP) benefits for SNAP applicants and recipients with improvements to processes and technologies; and

WHEREAS, Supplemental Nutrition Assistance Program Process and Technology Improvement Grant opportunities made available through the program Suffolk Kiosk Interactive Process (SKIP) are expected to enable SNAP applicant and recipients to gain increased access to their SNAP benefits by purchasing and installing one kiosk in each of our four Social Services' Center lobbies; and

WHEREAS, the United States Department of Agriculture and Food and Nutrition Service has approved the grant proposal developed by the Department of Social Services; and

WHEREAS, this program is 100% funded by Federal funds; 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 hereby are authorized to accept the following funds:

REVENUES:		AMOUNT
		$175,000
001-4610	FEDERAL AID: Administration	$175,000

and be it further

2nd **RESOLVED**, that total funds in the amount of $175,000 be and they are hereby appropriated as follows:

ORGANIZATIONS:	$175,000

Department of Social Services
Supplemental Nutrition Assistance Program – Process and Technology Improvement
001-DSS-6026

2000-Equipment	$30,000
2020-Equipment	$16,000
2500-Server/Additional Storage for SAN	$14,000
3000-Supplies, Materials & Other Exp	$120,000
3160-Computer Software	$106,000
3610-Repairs: Office Equipment	$14,000
4210-Computer Services	$25,000
4210-Computer Services	$25,000

and be it further

3rd **RESOLVED**, that any unexpended funds be re-appropriated in the 2015 Operating Budget, and will be fully expended by August 31, 2017 in conformance with the terms of the grant award.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

1993

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% GRANT FUNDING IN THE AMOUNT OF $175,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE FOOD AND NUTRITION SERVICE TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PROCESS AND TECHNOLOGY IMPROVEMENT GRANT

3. Purpose of Proposed Legislation

The purpose of this resolution is to accept 100% Federal funding in the amount of $175,000 to provide increased access to Supplemental Nutrition Assistance Program (SNAP) benefits for SNAP applicants and recipients. This project, Suffolk Kiosk Interactive Process, will allow the Department of Social Services to purchase and install one kiosks in each of our four Social Services' Center lobbies. This will allow applicants and recipients the ability to submit applications, upload required documentation, recertify their cases, and check the status of their benefits.

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.

100% funded.

8. Proposed Source of Funding.

Federal Aid

9. Timing of Impact.

Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Kenneth Knappe Chief Management Analyst		10/8/14

SCIN FORM 175b (10/95)

Suzanne MARTIN
Principal Budget Examiner

Suzanne Martin 10/27/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1993

	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

USDA

SEP 2 3 2014

1993

United States Department of Agriculture

Food and Nutrition Service

3101 Park Center Dr.
Alexandria, VA
22301-1500

Ms. Amanda E. Moore
Intergovernmental Analyst
Suffolk County, Department of Social Services
3085 Veterans Memorial
Suffolk, New York 11779-7614

Dear Ms. Moore:

Congratulations! We are pleased to advise you that the Department of Agriculture (USDA) Food and Nutrition Service (FNS) have selected the Suffolk County Department of Social Services to receive a fiscal year 2014 Supplemental Nutrition Assistance Program (SNAP) Process and Technology Improvement Grant.

Enclosed you will find three copies of the Grant/Cooperative Agreement form FNS-529, which provides funding in the amount of **$175,000.** The funding will cover the tasks and project deliverables outlined in the Grant/Cooperative Agreement and submitted proposal. The funding period begins on September 30, 2014, and ends on August 31, 2017. All expenditures paid with funds provided by this Agreement must be incurred for authorized activities during this timeframe.

The appropriate authorizing official must sign the FNS-529 **(in BLUE INK)** and return all three original copies of the FNS-529 to us **on or before 5:00PM EST, Thursday, September 25, 2014.** We will then sign and return one copy of the form to you. Be sure to keep a copy of the Grant/Cooperative Agreement form for your files, since only a fully executed original of the FNS-529 will be returned to you.

To expedite the transfer of documents, please provide three legible scanned copies of the signed FNS-529's, with actual signatures only. The signed FNS-529 can be e-mailed to Kimberly Shields at Kimberly.Shields@fns.usda.gov. **The deadline for the emailed copies is on or before 5:00PM EST, Thursday, September 25, 2014.** The hard copies may be mailed at the specified date to: Kimberly Shields, 3101 Park Center Drive, Alexandria, VA 22302.

Once we have received your signed FNS-529, FNS will begin the enrollment process in the ASAP.gov system (an online payment system) to set up the Letter of Credit by which your grant funds will be made available. You will not be able to draw down grant funds until these forms are completed and returned to us.

1993

Also enclosed are the General Terms and Conditions, which further details our Agreement for this grant. These terms and conditions will remain in full force and effect throughout this Agreement period.

If you have any questions, please contact Kimberly Shields, Grants Officer, at 703-305-2526 or by e-mail at Kimberly.Shields@fns.usda.gov. If you have any programmatic questions please contact Dawn Marie Williams, Program Analyst, at 703-305-2481 or by email at Dawn.williams@fns.usda.gov.

Sincerely,

Lael J. Lubing
Director
Grants and Fiscal Policy Division

Lizbeth Silbermann
Director
Program Development Division

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF SOCIAL SERVICES

JOHN F. O'NEILL
COMMISSIONER

1993

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating 100% grant funding in the amount of $175,000 from the United State Department of Agriculture Food and Nutrition Service to the Suffolk County department of Social Services for the Supplemental Nutrition Assistance Program Process and Technology Improvement Grant.

PURPOSE OR GENERAL IDEA OF BILL: The United States Department of Agriculture Food and Nutrition Service awarded the Suffolk County Department of Social Services, the Supplemental Assistance Program Process and Technology Improvement Grant. This resolution is to accept and appropriate the 100% Federal Grant funds and utilize said funds to create better access through technology for SNAP recipients.

SUMMARY OF SPECIFIC PROVISIONS: This $175,000 in federal funding is to provide increased access to Supplemental Nutrition Assistance Program (SNAP) benefits for SNAP applicants and recipients. This project, Suffolk Kiosk Interactive Process, will allow the Department of Social Services to purchase and install one kiosk in each of our, four Social Services' Center lobbies. This will allow applicants and recipients the ability to submit applications, upload required documentation, recertify their cases, and check the status of their benefits.

JUSTIFICATION: Suffolk Kiosk Interactive Process (SKIP) will allow the Department of Social Services to purchase and install kiosks at our Center to allow applicants and recipients the ability to submit applications, upload required documentation, recertify their cases, and check the status of their benefits.

FISCAL IMPLICATIONS: A 100% Federal grant provides funding for $175,000 from the United State Department of Agriculture Food and Nutrition Service with no Suffolk County match.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1993

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: October 22, 2014

Subject: **REQUEST FOR LEGISLATION:**
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PROCESS AND TECHNOLOGY IMPROVEMENT GRANT - Suffolk Kiosk Interactive Process

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I am requesting the introduction of the attached legislative resolution to be laid on the table at the next Legislative Meeting:

"ACCEPTING AND APPROPRIATING 100% GRANT FUNDING IN THE AMOUNT OF $175,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE FOOD AND NUTRITION SERVICE TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PROCESS AND TECHNOLOGY IMPROVEMENT GRANT

The United States Department of Agriculture Food and Nutrition Service awarded the Suffolk County Department of Social Services, the Supplemental Assistance Program Process and Technology Improvement Grant. This $175,000 in federal funding is to provide increased access to Supplemental Nutrition Assistance Program (SNAP) benefits for SNAP applicants and recipients. This project, Suffolk Kiosk Interactive Process, will allow the Department of Social Services to purchase and install one kiosk in each of our, four Social Services' Center lobbies. This will allow applicants and recipients the ability to submit applications, upload required documentation, recertify their cases, and check the status of their benefits.

Attached please find the above referenced resolution, the introduction form (SCIN Form 175a), the fiscal impact statement (SCIN Form 175b), and related back-up material. The e-copies relating to this resolution are titled "Reso-DSS-SNAP Grant." 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

Intro. Reso. No. 1994 -2014 Laid on Table 11/5/14
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 PURCHASE OF PROTECTIVE GEAR FOR FIRE, RESCUE AND EMERGENCY SERVICES (CP 3518)

WHEREAS, the Commissioner of Fire, Rescue and Emergency Services, supported by the EMS Division of Health Services, has requested funds to purchase regulated and required protective gear for Suffolk County; and

WHEREAS, Fire, Rescue and Emergency Services responds to major emergencies within Suffolk County and provides operational support and technical specialists; and

WHEREAS, Fire, Rescue and Emergency Services provides and coordinates State and Federal type casted specialty teams within the Hazardous Material Team, Decontamination Team, Urban Search And Rescue, Incident Management Action Team, Mobile Cascading, and Mobile Communication, Command and Control; and

WHEREAS, the various regulatory agencies (OSHA, PESH, NFPA, CDC) have place clearly definable parameters based on job actions requiring the supply and maintenance of Personnel Protective Equipment; and

WHEREAS, amortizing the bonds over the period of probable usefulness ("PPU") of the protective equipment may be fiscally beneficial as compared to including the items in the weighted average maturity ("WAM") determined for a typical bond issue; and

WHEREAS, sufficient funds are not included within the 2014 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from other capital projects; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $325,000 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 Volume 6 of New York Code of Rules and Regulations ("NYCRR") Section 617.5 (25) and (27), in that the resolution concerns purchase of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED,** that it is determined that this program 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 if it is determined to be fiscally beneficial, the protective gear will be financed utilizing the PPU of the gear;

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

Project No: 1815
Project Title: New Microsoft Enterprise Agreement

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
1. Planning	$ 0	$ 592,915B	$267,915B
TOTAL	$ 0	$ 592,915	$267,915

Project No: 3518
Project Title: Purchase of Protective Gear for Fire, Rescue and Emergency Services

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
5. Equipment	$325,000	$0	$325,000B
TOTAL	$325,000	$0	$325,000

and be it further

5th **RESOLVED**, that the proceeds of $325,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	JC	Project Title	Amount
525-CAP-3518.510 (Fund 001-Debt Service)	29	Purchase of Protective Gear for Suffolk County Fire, Rescue and Emergency Services	$325,000

DATED:

APPROVED B

_____
County Executive of Suffolk County

Date of Approval:

1995

Intro. Res. No. -2014 Laid on Table 11/5/14
Introduced by Legislator Spencer

RESOLUTION NO. -2014, PROVIDING NOTICE OF WIRELESS TECHNOLOGY ON COUNTY PROPERTY

WHEREAS, wireless technology is pervasive throughout society; and

WHEREAS, every wireless device emits RFR or microwave radiation; and

WHEREAS, studies that have looked at the effects of low-level RFR radiation on human cells and DNA have been inconclusive; and

WHEREAS, wireless routers are used in some County buildings to provide internet service to multiple devices and, in some cases, the public; and

WHEREAS in order to provide service at long distances, wireless routers must emit higher levels of RFR radiation; and

WHEREAS, the locations and use of wireless routers in County buildings may be unknown to individuals who are in the building; and

WHEREAS, to notify employees and members of the public who may come in close proximity to wireless routers, the County should label their location and provide notice that wireless technology is in use; now, therefore be it

1st **RESOLVED**, that the Department of Information Technology is hereby authorized, empowered and directed to identify the location of all wireless routers being used in County facilities; and be it further

2nd **RESOLVED**, that the Department of Information Technology shall label all locations of wireless routers with a sign that is substantially similar to the attached Exhibit "A"; and be it further

3rd **RESOLVED**, that the installation of signage required under this resolution shall be completed for all existing wireless routers within 120 days of the effective date of this resolution; and be it further

4th **RESOLVED**, that all wireless routers installed in County facilities after the effective date of this resolution, shall be marked with the required signage placed at the time of installation; 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:

_____

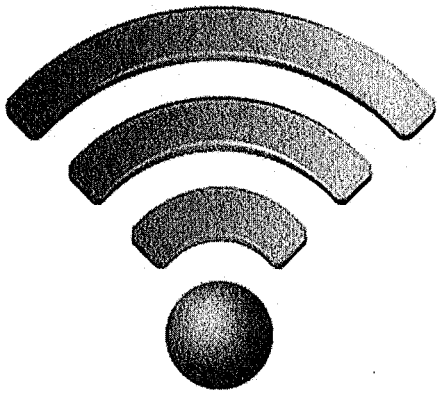
County Executive of Suffolk County

Date:

s:\res\r-signage for wireless routers

1995

Exhibit "A"



WARNING: WIRELESS TECHNOLOGY IN USE

1996

Intro. Res. No. -2014 Laid on Table 11/5/14

Introduced by Legislator Spencer

RESOLUTION NO. - 2014, ADOPTING LOCAL LAW NO. -2014, A LOCAL LAW TO AMEND THE COUNTY'S HUMAN RIGHTS LAWS TO FURTHER PROTECT VICTIMS OF DOMESTIC VIOLENCE

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2014, a proposed local law entitled, **"A LOCAL LAW TO AMEND THE COUNTY'S HUMAN RIGHTS LAWS TO FURTHER PROTECT VICTIMS OF DOMESTIC VIOLENCE"** now, therefore, be it

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

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

A LOCAL LAW TO AMEND THE COUNTY'S HUMAN RIGHTS LAWS TO FURTHER PROTECT VICTIMS OF DOMESTIC VIOLENCE

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 Resolution No. 683-2014 updated and broadened the County's existing human rights law.

This Legislature also finds and determines that, while Resolution No. 683-2014 extends protections against employment discrimination to individuals based on their status as victims of domestic violence, it does not protect domestic violence victims from housing discrimination.

This Legislature further finds that victims of domestic violence often face substantial obstacles when they seek housing when leaving an abusive relationship; it is not unusual for a domestic violence victim to be cut off from their support network of family and friends and to be economically dependent on their abuser. These persons should not be subject to the additional hardship of discrimination when they seek housing for themselves and their families.

Therefore, the purpose of this law is to amend Resolution No. 683-2014 to prohibit housing discrimination against persons based on their status as victims of domestic violence.

Section 2. Amendments.

The new §528-9 of the SUFFOLK COUNTY CODE set forth in Section 2 of Resolution No. 683-2014 is hereby amended as follows:

§528-9. Unlawful discriminatory practices in the sale, lease or rental of housing accommodations or commercial property.

A. It shall be an unlawful discriminatory practice:

1. To refuse to sell, rent, lease or otherwise deny to or withhold from any individual or group of individuals any housing accommodation, constructed or to be constructed, land or commercial space, or an interest therein, or refuse to negotiate for the sale, rental or lease of any housing accommodation, land or commercial space, or an interest therein, to any individual or group of individuals, because of the group identity, status as a victim of domestic violence or lawful source of income of such individual or individuals or to represent that any housing accommodation, land or commercial space, or an interest therein, is not available for inspection, sale, rental or lease when, in fact, it is so available, or to otherwise deny to or withhold any housing accommodation, land or commercial space, or an interest therein, or any facilities of any housing accommodation or commercial space from any individual or individuals because of the group identity, status as a victim of domestic violence or lawful source of income of such individual or individuals;

2. To discriminate against any individual or group of individuals because of the group identity, status as a victim of domestic violence or lawful source of income of such individual or individuals in the terms, conditions or privileges of the sale, rental, or lease of any housing accommodation, land or commercial space, or an interest therein, or in the furnishing of facilities or services in connection therewith;

3. To discriminate against any individual or group of individuals in making available a residential real estate transaction, or in the terms and conditions of such a transaction, because of the group identity, status as a victim of domestic violence or lawful source of income of such individual or individuals;

4. To refuse to permit, at the expense of the individual with a disability, reasonable modifications of existing premises occupied or to be occupied by the said individual, if the modifications may be necessary to afford the individual full enjoyment of the premises, in conformity with the provisions of the New York State Uniform Fire Prevention and Building Code, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the premises to the condition that existed before the modification, reasonable wear and tear excepted;

5. To refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford an individual with a disability equal opportunity to use and enjoy a housing accommodation, including reasonable modifications to the common use portions of the housing accommodation;

6. In connection with the design and construction of covered multiple dwellings for first occupancy after January 1, 2007, to fail to design and construct those dwellings in such a manner that:

   a. The public use and common use portions of such dwellings are readily accessible to and usable by handicapped individual;

   b. All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by handicapped individuals in wheelchairs; and

c. All premises within such dwellings contain the following features of adaptive design:

i. An accessible route into and through the dwelling;

ii. Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;

iii. Reinforcements in bathroom walls to allow later installation of grab bars; and

iv. Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

Compliance with the appropriate requirements of the American National Standard Institute for buildings and facilities providing accessibility and usability for physically handicapped people (commonly cited as "ANSI A117.1") suffices to satisfy the requirements of section 528-9(A)(6)(c);

7. To make, print, or publish, or cause to be made, printed or published any statement, advertisement, or publications, or to use any form of application for the purchase, rental, or lease of any housing accommodation, land or commercial space, or an interest therein, or to make any record or inquiry in connection with the prospective purchase, rental, or lease of such housing accommodation, land or commercial space, or an interest therein, which expresses, directly or indirectly, any limitation, specification, or discrimination with respect to group identity, status as a victim of domestic violence or because of the lawful source of income of such individual or individuals, or any intent to make any such limitation, specification, or discrimination;

8. To induce or attempt to induce, for profit or otherwise, any person to sell, rent or lease any housing accommodation, land, or commercial space, or an interest therein, by representations, explicit or implicit, regarding the entry or prospective entry into the neighborhood of an individual or group of individuals because of his, her or their group identity, status as a victim of domestic violence or lawful source of income;

9. To threaten, intimidate, or interfere with individuals in their enjoyment of a housing accommodation, land or commercial space because of their group identity, status as a victim of domestic violence or lawful source of income, or the group identity or status as a victim of domestic violence of their guests, invitees, visitors or associates.

B. It shall be an unlawful discriminatory practice for any real estate broker, real estate salesperson, or an employee or agent of a real estate broker or real estate salesperson:

1. To refuse to sell, rent or lease any housing accommodation, land or commercial space, or an interest therein, to any individual or group of individuals or to refuse to negotiate for the sale, rental or lease of any housing accommodation, land or commercial space, or an interest therein, to any individual or group of individuals because of the group identity, status as a victim of domestic violence or because of the lawful source of income of such individual or group of individuals, or to represent that any housing accommodation, land or commercial space, or an interest therein, is not available for inspection, sale, rental or lease when, in fact, it is so available, or otherwise deny or withhold any housing accommodation, land or commercial space, or an interest therein, or any facilities of any such housing accommodation or commercial space from any individual or group of individuals because of the group identity, status as a victim of domestic violence or because of the lawful source of income of such individual or individuals.

2. To print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for the purchase, sale, rental or lease of any housing accommodation, land, or commercial space, or an interest therein, or to make any record or inquiry in connection with the prospective purchase, sale, rental or lease of any housing accommodation, land or commercial space, or an interest therein, which expresses, directly or indirectly, any limitation, specification, or discrimination as to group identity, status as a victim of domestic violence or as to lawful source of income, or any intent to make any such limitation, specification or discrimination.

C. Exceptions.

1. The provisions of section 528-9, as they relate to age, shall not apply to individuals under the age of eighteen years.

2. The provisions of section 528-9(A)(1) through (7) shall not apply: a) to the rental of housing accommodations in a building which contains housing accommodations for not more than two (2) families if the owner or members of his or her family reside in one of such housing accommodations; or b) to the rental of a room or rooms in a housing accommodation if such rental is by the occupant of the housing accommodation or by the owner of the housing accommodation and he or she or members of his or her family reside in such housing accommodation; or c) solely with respect to age and familial status, to the restriction of the sale, rental or lease of housing accommodations exclusively to individuals 62 years of age or older and the spouse of any such individual, or for housing intended and operated for occupancy by at least one individual 55 years of age or older per unit. In determining whether housing is intended and operated for occupancy by individuals 55 years of age or older, Section 807(b)(2)(C) [42 U.S.C. §3607(b)(2)(c)] of the Federal Fair Housing Act of 1988, as amended, shall apply.

3. The provisions of section 528-9, as they relate to unlawful discriminatory practices on the basis of lawful source of income, shall not apply to housing accommodations that contain two (2) or fewer housing units; provided, however, the provisions of section 528-9 shall apply to all housing accommodations, regardless of the number of units contained in each, of any person who has the rights to sell, rent or lease or approve the sale, rental or lease of at least three (3) housing accommodations within Suffolk County, constructed or to be constructed, or has the rights to sell, rent or lease or approve the sale, rental or lease of interests in at least three (3) housing accommodations.

4. Nothing in section 528-9(A)(4), (5) and (6) requires that a housing accommodation or multiple dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

Section 3. Applicability.

This 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), (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 6. Effective Date.

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

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:/laws/2014/protect victims of domestic violence

1996

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: October 29, 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. 1996-2014; A LOCAL LAW TO AMEND THE COUNTY'S HUMAN RIGHTS LAWS TO FURTHER PROTECT VICTIMS OF DOMESTIC VIOLENCE

SPONSOR: LEGISLATOR SPENCER

DATE OF RECEIPT BY COUNSEL: 10/29/2014 **PUBLIC HEARING:** 11/18/2014

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

Resolution No. 683-2014 updated and broadened the County's Human Rights Law to protect additional classes of people and prohibit additional discriminatory behaviors. Resolution No. 683-2014 specifically protects victims of domestic violence against employment discrimination. This local law would amend Resolution No. 683-2014, to prohibit discriminatory practices in the sale, lease or rental of housing on the basis of a person's status as a victim of domestic violence.

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

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-expand human rights law domestic violence victims

1997

Intro. Res. No. -2014 Laid on Table 11/5/14

Introduced by Legislator Cilmi

RESOLUTION NO. -2014, DIRECTING THE BOARD OF ELECTIONS TO POST REFERENDUM PROPOSITIONS ONLINE

WHEREAS, our representative, democratic system of government works best when citizens have access to all relevant information and are properly informed about candidates and issues; and

WHEREAS, New York State and its local political subdivisions periodically submit issues to voters in the form of propositions or questions that appear on the election ballot; and

WHEREAS, some of the issues presented to the voters by referendum are nuanced and complex; and

WHEREAS, these voter referendums are generally underpublicized and many voters are not aware of these ballot propositions until they enter their polling place; and

WHEREAS, Suffolk County voters should have easy and early access to the propositions that appear on the ballot each year, as well as legal abstracts that explain the propositions in greater detail; and

WHEREAS, posting referendum questions and abstracts online would provide the electorate with a greater opportunity to review propositions and make informed decisions prior to entering the voting booth; now, therefore be it

1st **RESOLVED**, that the Board of Elections is hereby authorized, empowered and directed to post all state, county and town propositions appearing on the general election ballot on their website, beginning in 2015 and continuing each year thereafter; and be it further

2nd **RESOLVED**, that ballot propositions shall be posted with their related abstracts no later than thirty (30) days prior to the date of the election; and be it further

3rd **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:

1998

Intro. Res. No. -2014

Introduced by Legislator Spencer

Laid on Table 11/5/14

RESOLUTION NO. -2014, REAPPOINTING ELIZABETH JEAN CAMBRIA AS A MEMBER OF THE SUFFOLK COUNTY VANDERBILT MUSEUM COMMISSION (TRUSTEE NO. 6)

WHEREAS, the term of office of Elizabeth Jean Cambria, as a member of the Suffolk County Vanderbilt Museum Commission, expired on December 28, 2013; now, therefore be it

1st **RESOLVED**, that Elizabeth Jean Cambria of Centerport, New York, is hereby reappointed to the Suffolk County Vanderbilt Museum Commission, as Trustee No. 6, for a term of office to expire December 28, 2017, said appointment having been made pursuant to the provisions of Section 184-7(A) of the SUFFOLK COUNTY CODE.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER AND RESOLUTION NO. 226-1987 (SECTION 793-5 OF THE SUFFOLK COUNTY CODE)

S:\res\r-reappt-cambria-vm

1998

ELIZABETH JEAN CAMBRIA

Centerport, NY 11721
(631)
(631- (cell)

PROFILE

Retired as Confidential Secretary to Hon. Michael F. Mullen, Supreme Court Justice, New York State

Currently Part-Time Legal Secretary
Pezold, Smith, Hirschmann & Selvaggio – Huntington, New York

Widowed, Mother of Four and Grandmother of Eight

Resident of Huntington for almost Fifty Years (9 in Centerport)

Graduate – Dowling College, Oakdale – Magna Cum Laude
Bachelor of Arts Degree, English – Minor in French

VOLUNTEER ACTIVITIES

Huntington Choral Society – member for 24 years
Board Member for 6 years – Secretary and Chairman of Fund-Raising, currently serving as Grant Writer

Family Service League – volunteer

Former President – Huntington High School PATS
Finley Middle School Parent Council

Member – Nassau/Suffolk Grandparents for Autism Awareness

Vanderbilt Trustee-4 Years-Currently serving as the Treasurer

1999

Intro. Res. No. -2014
Introduced by Legislator Spencer

Laid on Table 11/5/14

RESOLUTION NO. -2014, REAPPOINTING JACK DE MASI AS A MEMBER OF THE SUFFOLK COUNTY VANDERBILT MUSEUM COMMISSION (TRUSTEE NO. 14)

WHEREAS, the term of office of Jack DeMasi, as a member of the Suffolk County Vanderbilt Museum Commission, expired on December 28, 2013; now, therefore be it

1st **RESOLVED**, that Jack B. DeMasi, residing in Greenlawn, New York, is hereby reappointed as a member of the Suffolk County Vanderbilt Museum Commission, as Trustee No. 14, for a term of office to expire December 28, 2017, said appointment having been made pursuant to the provisions of Section 250-6(B) of the SUFFOLK COUNTY CODE.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE AND SECTION 250-6 OF THE SUFFOLK COUNTY CODE

S:\res\r-reappt-demasi-vm

1999

Jack B. DeMasi

..., *Greenlawn NY 11740*
(631) ... **(Home)** (631) ...

EXPERIENCE

Professor (Adj.) — January 1986 - present
Department of Communications
Nassau Community College
Garden City NY 11530

Teach Radio-TV Production; Film Appreciation; Film History; Interpersonal Communication; Persuasive Speaking; Public Speaking; Mass Communication.

General Manager, WKWZ-FM — September 1979 – June 2005
Director of Educational Communications
Instructor, English/Communications
Syosset High School
South Woods Road
Syosset NY 11791

Administer/supervise media production and FM broadcast station facilities and personnel; produce original educational media and monthly cable news show, teach Film History, Mass Communication, TV Production, Radio, English, Journalism, Writing; grant writing; equipment purchasing; FCC compliance; departmental budgeting; faculty-staff workshops in media/AV techniques; Middle States Presentation Committee; Shared-Decision Making Committee; Personnel Screening/Interview Committees.

Senior Partner — May 1983 - September 1986
Alpha Media
Huntington NY 11743

Wrote/produced media packages for private clients; media consulting; scriptwriting and script consulting; public relations.

Vice-President, Creative Director — March 1985 - December 1987
Full Spectrum Ltd. Advertising
Huntington NY 11743

Wrote/produced advertising copy for direct mail, commercials, print ads; public relations projects; supervised TV/Radio production; created marketing presentations.

Senior Editor — January 1978 - May 1988
Eastern Basketball Magazine
West Hempstead NY 11552

Article assignment; copy editing; headlines; writing; rewrites; layout; production; supervision and training of editorial staff.

1999

Instructor, Graduate Division — Summer-Fall 1979
New York Institute of Technology
Old Westbury NY

Taught M.A. program courses in Multi-Image Production; served on thesis committee.

Instructor, Humanities Division — September 1975 - August 1978
Suffolk Community College
Selden NY 11784

Taught freshman composition/ remedial writing; Mass Media; Film History; Film Production; Grammar/Vocabulary Development; student advisement; literary magazine advisor (East Campus); evening session teacher; curriculum committee.

Instructor, Department of English — September 1972 - August 1975
Longwood High School
Middle Island NY 11954

Taught honors, remedial, regents English, Media & Propaganda, Film Production, Poetry Reading, Poetry Writing, Letter Writing, Business Communications, Public Speaking, Novel Reading, Latin I seminar; advisor to the literary magazine, newspaper and film club; home instruction teacher; curriculum development committee; school public relations coordinator; individual study program advisor; experimental open classroom.

Teacher/Counselor, Drug Education — October 1971 - August 1972
School District 24, Queens
Middle Village NY 11379

Program Public Relations coordinator; conducted workshops/training sessions for adults, parents, adolescents; speaker for community groups; family counseling; street work; Assistant Director of Summer Community Center; wrote federal/state grant proposals; program design and development; materials evaluation.

Instructor — September 1970-August 1971
Charles Drew School, I.S. 148x
168th Street & 3rd Avenue
Bronx NY 10454

Taught remedial/corrective reading/English-ESOL.

Assistant Director, Public Relations — November 1969 - July 1970
CUNY: Baruch College
10 Lexington Avenue
New York NY 10010

Wrote/edited house organ, news releases, film program notes, fundraising materials, college catalogue; media liaison; Manager, Baruch College Fund; alumni relations; office management.

Teacher, Fourth Grade
Our Lady of Hope School
71st Street & Eliot Avenue
Middle Village NY 11379

September 1968 - July 1969 1999

Taught 4th grade language arts and social studies.

College Assistant, Graduate Division
CUNY: Graduate School of Business
New York NY 10010

January 1965 - August 1968

Administration in doctoral admissions.

PROFESSIONAL ACTIVITIES

Editor, biography of Henry Alsberg to be published by McFarlane Press, 2016

Trustee, Suffolk County Vanderbilt Museum and Planetarium, Chair of Elections Committee, September 2012-present

Producer/programmer for Last Licks Café' at the Unitarian Fellowship of Huntington, September 2010-present

Lobbied in Albany for Marriage Equality, November 2010.

Seminar, "La parola transfugo: Scrittori italiani" in America, on Italian expatriate poetry, Stony Brook University (Manhattan Campus), November 2003.

Actor in film "The Paper Cut" presented at Fort Lauderdale Film Festival, November 2003.

Conference on Italian Americans in the Labor Movement, SUNY Stony Brook, October 2003.

Executive Committee Member, Publisher, Public Relations Coordinator, NYSUT Delegate, Syosset Teachers' Association, 1994 – present.

Secondary Curriculum Council, Syosset Central School District, 1994 – 2005.

Compact for Learning District Committee, Syosset Central School District, 1998 – 2005.

Compact for Learning Site Committee, Syosset High School, 1994 – 2005.

Superintendent's Conference Day Committee, Syosset Central School District, 1997 – 2005.

Delegate, New York State United Teachers Representative Assemblies, 1997, 1998, 2000-2005.

Advisor/supervisor, Italian Student Group Tour, Italy, February 2000.

Advisor/supervisor, Spanish Student Group Tour, Spain, February 1998.

Board Member, International Television Association (ITVA), Long Island Chapter, 1991- 1994. Member, 1986-2000.

Media consultant, Public Relations, Advertising and Educational Media, 1972-present.

Freelance grant writer, writer and media producer, 1968-present.

1999

Music columnist, "Long Island Nightlife" magazine, 1983-1987.

Elected to Huntington Town Democratic Committee; appointed to Executive Board, 1988.
Served from 1983 – 1990.

Political Media Consultant, Huntington Town, Suffolk County, State Assembly, and Congressional Campaigns, Democratic/Republican Parties, 2001, 1999, 1997, 1989, 1988, 1987, 1985, 1983, 1981, 1976.

Moderator/Guest speaker, "Advisors' Workshop," Intercollegiate Broadcasting System (IBS) Conventions, 1981-1993.

Writer/consultant, Board of Cooperative Educational Services (BOCES), Language Arts Objectives Test Project, 1974; Film Curriculum Project, 1986; Mass Communications Curriculum Project, 1986; Television Production Project, 1989, 1990.

Intern, Queens College Department of Multi-Media Services, January-June 1979.

SUNY Writers Conference, Binghamton NY, November 1977.

Guest Panelist, "Book Censorship in the High School," Southampton College English Conference, March 1977.

Guest Speaker, "Media in the English Classroom," Southampton College English Conference, March 1975.

University Film Association Conference, Dartmouth College, August 1973; Rochester Institute of Technology, August 1975.

Guest speaker, "Film and the Novel," Southampton College English Conference, March 1973.

Actor, "How the Wind Comes," Basement Theatre, NYC. March-April 1969.

Guest Poet, Basement Theatre, 22nd Street, NYC. 1969-70.

Assistant Director, "Exit the King," Theatron Experimental Group, NYC. October-November 1968.

PUBLICATIONS

Review, Clodagh J. Brook, Marco Bellocchio: The Cinematic I in the Political Sphere, *Choice* Jan2011
Review, David K. Irving, Fundamentals of Film Directing, *Choice* Aug2010
Review, Dina Iordanova, Film Festival Yearbook I: The Festival Circuit, *Choice* May2010
Review, Carl Plantinga, Moving Viewers: American Film and the Spectator's Experience, *Choice* Oct2009
Review, "Peace, Propaganda and the Promised Land," *Media Reviews Online*, SUNY Buffalo, 2006
Music/film reviews/articles, *Long Island Nightlife,* monthly 1983-87.
Film reviews, *Coast-to-Coast*, Dec1981-Jan1982.
Book Review, Eastern Basketball Magazine, February 1981.
"The Periodical," poem, Summer 1977.
"HYN Anthology," poem, Winter 1971.
"Yerba," poem, Winter 1970.
"Bitterroot," poem, Fall 1969.
"Basement Review," poems, Summer 1968

1999

HONORS

Named to judging panel for American Society of Journalists national competition for editorial writers, 1995, 1996.

Awarded "Best Criticism/Review in a Magazine, 1987," by Long Island Press Club, SDX, American Society of Professional Journalists.

Named to "Who's Who in U.S. Writers, Editors and Poets" (December Press, 1986-92); "Who's Who in the East," "Who's Who in Advertising," "Who's Who of Emerging Leaders in America" and "Who's Who in Entertainment" (Marquis "Who's Who in America" Editions, Macmillan Press, 1988-92); "Who's Who Registry of Business Leaders" (Who's Who Worldwide, 1992); "Working Press of the Nation" Directory (Monitor Press); "Who's Who in Long Island Business" (LI Business News, 1984-95).

Teaching Intern, TEMPUS Program, City College of New York, June 1970-August 1971.

PROFESSIONAL MEMBERSHIPS

SDX, American Society of Professional Journalists
University Film and Television Association (UFVA)
American Film Institute (AFI)
International Television Association (ITVA)
Association of Independent Video and Filmmakers (AIVF)
Syosset Teachers Association (STA)
Adjunct Faculty Association (AFA), Nassau Community College
United Federation of Teachers (UFT)
New York State United Teachers (NYSUT)

EDUCATION

ABD Communications	New York University
M.A. 6/77 Cinema Studies	New York University
M.A. 5/72 English	City College of NY
B.A. 6/69 English/Business	City College of NY

PERSONAL INFORMATION

Military Service: Sgt.E5, New York State National Guard, 5/69-5/74; married, two children; good health.

2000

Intro. Res. No. -2014 Laid on Table 11/5/14

Introduced by Legislator Spencer

RESOLUTION NO. -2014, REAPPOINTING MICHAEL MULE AS A MEMBER OF THE SUFFOLK COUNTY VANDERBILT MUSEUM COMMISSION (TRUSTEE NO. 7)

WHEREAS, the term of office of Michael Mule, as a member of the Suffolk County Vanderbilt Museum Commission, expired on May 13, 2014; now, therefore be it

1st **RESOLVED**, that Michael Mule of Centerport, New York, is hereby reappointed as a member of the Suffolk County Vanderbilt Museum Commission, as Trustee No. 7, for a term of office to expire May 13, 2018, said appointment having been made pursuant to the provisions of Section 250-6 of the SUFFOLK COUNTY CODE.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER AND SECTION 250-6 OF THE SUFFOLK COUNTY CODE

S:\res\r-reappt-mule-vm

2006

Michael C. Mulè

Centerport, NY 11721
(631)

EXPERIENCE

RIVKIN RADLER LLP, *Uniondale, New York*
Partner (1/09 to present) – Litigation and Appeals

- Prosecution and defense of business and individual disputes, such as claims of fraud, breach of fiduciary duty, breach of contract, conversion, defamation, etc., as well as lawsuits on behalf of insurance companies in cases involving claims of fraudulent medical facilities, arson and title to real property
- Defended law firm against allegations brought by 235 plaintiffs in massive RICO/fraud/conspiracy/commercial bribery/malpractice litigation. Responsibilities include crafting litigation strategy with team, managing tasks of litigation team, drafting litigation papers and appellate papers, deposing numerous witnesses, and arguing motions

WEBER LAW GROUP LLP, *Melville, New York*
Attorney (6/06 to 1/09) – Commercial and real estate litigation. Zoning and land use. Government relations. Drafted appellate briefs in Appellate Division.

- Obtained order and judgment granting Article 78 petition
- Conducted successful hearing before Town Board for change of restrictive covenant, requiring supermajority, and obtained unanimous vote
- Spearheaded successful campaign to obtain County (DHS and DPW) approval and Town building permits, thereby saving project and preserving low income housing credits

WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP, *New York, New York*
Associate Attorney (6/00 to 5/06) – Litigation of real estate, corporate, contract, restrictive covenant, fraud, insurance, employment, antitrust, accountant malpractice, banking and securities cases. Advised clients regarding contract, leasing, employment and corporate matters. Addressed cooperative shareholders and unit owners at annual and special meetings. Prepared pre-trial papers, jury instructions, trial motions, post-trial motions. Drafted appellate briefs and argued appeals in Appellate Division. Arbitrated and mediated contract disputes.

- Litigated complex real estate class action involving construction, leasing, fraud, corporate and antitrust issues and negotiated settlement in a hotly-litigated, related action
- Tried contract action and obtained jury verdict on behalf of client
- Second seated complex, five-month, commercial lending trial in Southern District of New York involving RICO, UCC, fraud and conversion claims, conducting cross-examination of key witness

KENNY, STEARNS & ZONGHETTI (*formerly* **Kenny & Stearns**), *New York, New York*
Associate Attorney (9/95 to 6/00) – Litigation of contract, employment, defamation, corporate, property damage, insurance, maritime personal injury, and products liability cases. Advised clients regarding contract matters, accidents and corporate matters. Prepared pre-trial papers, jury instructions, trial motions, post-trial motions. Drafted appellate briefs and argued appeals in United States Court of Appeals for the Second Circuit and Appellate Divisions of New York and New Jersey. Second seated personal injury, property damage, wrongful death trials. Conducted jury selection. Achieved reversal on issue of first impression in New York Appellate Division, First Department

NYC LAW DEPARTMENT, *New York, New York*
Commercial and Real Estate Litigation Division: Student Legal Specialist (9/92 to 5/95) – Litigation of contract, real estate, tax and lien foreclosure cases in State and Civil Courts pursuant to the student practice orders of Appellate Division. Conducted statutory hearings.

EDUCATION

FORDHAM UNIVERSITY LAW SCHOOL, *New York, New York*

- J.D. May 1995; GPA: 3.48, Fordham Urban Law Journal 1992-93
- Order of the Coif, top 10% of class

BOSTON COLLEGE, *Chestnut Hill, Massachusetts*

- B.A., May 1991; Majors: Political Science & Philosophy
- Phi Beta Kappa, Golden Key National Honor Society, Advanced Standing

ACTIVITIES

Trustee: Suffolk County Vanderbilt Museum and Planetarium
Past-President: Townwide Fund of Huntington, Inc. (January 2011 – January 2012)
Past-President: Huntington Lawyers Club (June 2013 – June 2014)

Admitted to practice in New York, New Jersey and Connecticut

Intro. Res. No. 2001 -2014
Introduced by Legislators Cilmi

Laid on Table 11/5/14

RESOLUTION NO. -2014, APPROVING THE APPOINTMENT OF ROBIN G. MAYR, LMSW TO THE SUFFOLK COUNTY DISABILITIES ADVISORY BOARD – GROUP D

WHEREAS, Local Law No. 42-2011 authorized the County Legislature to appoint six (6) members to the Disabilities Advisory Board - Group D; now, therefore be it

1st **RESOLVED**, that Robin G. Mayr, LMSW residing in Hauppuage, NY, be and hereby is appointed to the Suffolk County Disabilities Advisory Board – Group D, for a term of office expiring two-years from the effective date of this resolution, pursuant to the provisions of Chapter 50 of the SUFFOLK COUNTY CODE.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER AND CHAPTER 50 OF THE SUFFOLK COUNTY CODE

S:\res\r-disbabilities-groupD-mayr

2001

ROBIN G. MAYR, LMSW

Hauppauge, New York 11788 • • (631) • Cell: (631)

OBJECTIVE Seeking Appointment to Suffolk County Disabilities Advisory Board

PERSOSNAL **Nature of disability:** Legal blindness (Retinopathy of Prematurity, Corneal disease, Glaucoma)

EXPERIENCE

3/2014-Present **Suffolk County Community Board, IDD Subcommittee**: Attend monthly committee meetings

2011-Present **Suffolk County Disabilities Advisory Board:** Attend monthly board meetings

11/2009-0 4/2012 **Board of Directors Member,** (Vice President, 05/2011-4/2012), SILO, Ronkonkoma NY

2009-2013 **Committee Advisor:** Transportation & Events Planning, SILO, Coram NY

2007-2011 **Committee Advisor**, Network of Women with Disabilities, Suffolk Community Council

2010-2011 **Support Parent Volunteer,** Parent To Parent, Hauppauge NY

2007- Present **Early Childhood Support Services,** Support for families of children with special needs

01/2006–05/2006 **Master of Social Work** (Internship), Stony Brook University, Stony Brook NY
Student Health Service
- Facilitated peer education groups, programs and classes on health/mental health issues
- Developed/supervised peer education Outreach and Anger Management programs
- Provided support, health education and counseling for Women's Clinic patients
- Co-researched/co-authored grant for alcohol education
- Stony Brook University Student Affairs, Equal Employment Opportunity Committee

09/2005–12/2005 **Master of Social Work** (Internship), Long Island Head Start, Patchogue, NY
Child and Family Development Services
- Organized resources, researched and revised community needs assessment report
- Developed narrative assessments of statistical information to justify "unmet needs"
- Co-authored health and education interventions for caregivers of infants/ preschool children

09/2004–05/2005 **Master of Social Work** (Internship), Port Jefferson Health Care Facility, Port Jefferson, NY
Adult and Geriatric Sub-Acute and Long-term Healthcare
- Implemented Bio-psychosocial assessment, care/discharge plans and MDS reviews
- Promoted advocacy, conflict resolution and crisis intervention
- Provided hospice/grief/bereavement counseling and women's support groups for LTC patients

06/2000–09/2000 **Admissions Assistant,,** (Temporary) Sanctuary East, OP Drug Treatment, East Islip, NY

01/2000–04/2000 **Addiction Counselor** (Internship), SC Day Reporting Center, Hauppauge, NY
Intensive Outpatient, Department of Mental Health, Div Substance Abuse Services

05/1999-01/2000 **Addiction Counselor,** St Catherine of Siena Medical Center, Smithtown, NY
Inpatient Detoxification Treatment Unit
- Bio-psychosocial assessment; case management; treatment/discharge planning
- Individual/group psychosocial and educational intervention

2002–2004 **Blood Donor Recruiter** (Volunteer), Stony Brook Hospital Blood Bank, Stony Brook, NY
- Planned blood drives, scheduled blood donations, developed special projects
- Educated and supported patients and families
- Stony Brook University Hospital Blood Bank Advisory Team

05/2001-07/2001 **Marketing Research Assistant** (Temporary), Nastech Pharmaceuticals, Hauppauge, NY

1996-1998 **Credit Claims Clerk**, American Tissue Corp., Hauppauge, NY
- Investigated claims for loss and damage; prepared claim reports

1986-1993 **Freelance Writer/Instructor,** Continuing Education, Smithtown School District, Smithtown, NY
- Revised training manual for maintaining personal care attendant relationships

EDUCATION

Stony Brook University, School of Social Welfare, Stony Brook, NY
MSW Degree with certificates in Healthcare, Child Abuse and HIPAA, May 2006 **LMSW,** NO: 72-073775

Stony Brook University, School of Health Technology & Management, Stony Brook, NY
BS Degree, Health Science with certificates in Healthcare Management and HIPAA, May 2003

Suffolk County Community College, Brentwood, NY
AAS Degree, Chemical Dependency Counseling, May 2000

Intro. Res. No. 2002 - 2014 Laid on Table 11/5/14
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, AUTHORIZING THE RENEWAL OF THE LEASE OF PREMISES LOCATED IN THE TOWN OF ISLIP, NY FOR USE BY SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE

WHEREAS, the Suffolk County District Attorney's Office currently occupies and requires the use of premises to conduct various operations; and

WHEREAS, section A42-8(4) of the Suffolk County Administrative Code provides an exception to the County's procedures for the leasing of space for covert/undercover operations so as to protect the covert status of such operations; and

WHEREAS, in the instant case, the rental payments for the desired space are to be paid by grant funds which have been deposited in a general fund from which the lease payments are to be paid; and

WHEREAS, in order to insure the proper accounting procedures are followed in connection with the grant, it is necessary that the lease be processed in the normal course of County business; and

WHEREAS, the Space Management Steering Committee recommended the approval of the terms for this lease renewal in Executive Session at its July 24, 2014 meeting; and

WHEREAS, sufficient funds are included in the 2014 Operating Budget for lease payments to be made in connection with the premises; now, therefore, be it

1ST RESOLVED, that 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 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 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. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2ND RESOLVED, that the District Attorney or his duly authorized representative, be and hereby is authorized to execute a Lease Agreement in a standard form commonly used in the industry for leasing in this kind of circumstance, said lease is not to be for a term not to exceed one year.

DATED:

2002

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law ____ Charter Law

2. Title of Proposed Legislation

AUTHORIZING THE RENEWAL OF THE LEASE OF PREMISES LOCATED IN THE TOWN OF ISLIP, NY FOR USE BY SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX 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 5 is "yes", Provide Detailed Explanation of Impact

The resolution allows for the renewal of leased space in Islip. This is a one year lease extension with two additional one year extensions. Funding for this lease is provided by a grant

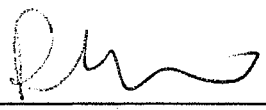
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
Year 1: $85k
Year 2: $87.7k
Year 3: $90.6k

8. Proposed Source of Funding

One year lease extension is funded with grant funds included in the County Operating Budget

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Principal Research Analyst		10-27-14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2007

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

2007

1. Type of Legislation

Resolution __X__ Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. -2014, AUTHORIZING THE RENEWAL OF THE LEASE OF PREMISES LOCATED IN THE TOWN OF ISLIP, NY FOR USE BY SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE

3. Purpose of Proposed Legislation

See No. 2 above.

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 the 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 or Other Subdivision –

The rental payments for the desired space are to be paid by grant funds which have been deposited in a general fund from which the lease payments are to be paid

8. Proposed Source of Funding

N/A

9. Timing of Impact

It will continue the existing lease for up to three (3) years.

10. Typed Name and Title of Preparer	11. Signature of Preparer	12. Date
Gerald T. Anderus, R.A. Assistant County Architect		10/22/14

COUNTY OF SUFFOLK

2007

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM OF SUPPORT

TITLE OF BILL: AUTHORIZING THE RENEWAL OF THE LEASE OF PREMISES LOCATED IN THE TOWN OF ISLIP, NY FOR USE BY SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE

PURPOSE OR GENERAL IDEA OF BILL: The Suffolk County District Attorney's Office currently occupies and requires the use of premises to conduct various operations; and Section A42-8(4) of the Suffolk County Administrative Code provides an exception to the County's procedures for the leasing of space for covert/undercover operations so as to protect the covert status of such operations; and the rental payments for the desired space are to be paid by grant funds which have been deposited in a general fund from which the lease payments are to be paid.

SUMMARY OF SPECIFIC PROVISIONS: The Suffolk County District Attorney's Office would like execute an extension of the existing lease for office space at that location for an additional year with (2) two one year options.

JUSTIFICATION: Continuation of the current lease terms wherein the rental payments for the desired space are to be paid by grant funds which have been deposited in a general fund from which the lease payments are to be paid. The Space Management Steering Committee has reviewed this application and recommended the approval of the terms for this lease renewal in Executive Session at its July 24, 2014 meeting.

FISCAL IMPLICATIONS: Given the relatively short term of this agreement and the funding source from grant funds, the fiscal implications to the County appear to be negligible.

2002

Intro. Res. No. 1706-2011 Laid on Table 8/2/2011
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 612 -2011, AUTHORIZING THE LEASE OF PREMISES IN THE TOWN OF ISLIP FOR USE BY THE DISTRICT ATTORNEY'S OFFICE

WHEREAS, the District Attorney's Office requires use of premises to conduct various operations, including covert operations within the Town of Islip; and

WHEREAS, section A42-8(4) of the Suffolk County Administrative Code provides an exception to the County's procedures for the leasing of space for covert/undercover operations so as to protect the covert status of such operations; and

WHEREAS, in the instant case, the rental payments for the desired space are to be paid by grant funds which have been deposited in a general fund account rather than a miscellaneous fund from which the lease payments are to be paid; and

WHEREAS, in order to insure the proper accounting procedures are followed in connection with the grant, it is necessary that the lease be processed in the normal course of County business; and

WHEREAS, sufficient funds have been provided in the 2011 Operating Budget for lease payments for the subject premises; now, therefore be it

1st **RESOLVED**, that 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 Sections 617.5(1), (20) and (27) of the New York Code of Rules and Regulations (NYCRR) and Section 8-109 of the New York Environmental Conservation Law in that the resolution pertains to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; since this resolution is a Type II action, the Legislature has no further responsibilities under SEQRA; Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate; and be it further

2nd **RESOLVED**, that the District Attorney, or his duly authorized representative, be and hereby is authorized to execute a Lease Agreement in a standard form commonly used in the industry for leasing in this kind of circumstance, said lease to be for a term not to exceed one year.

DATED: August 2, 2011

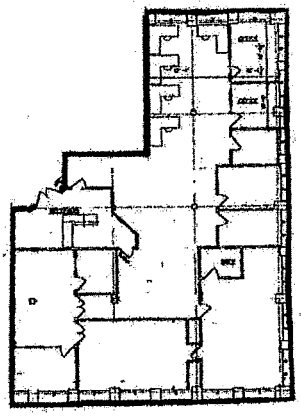
APPROVED BY:

County Executive of Suffolk County

Date: Aug. 4 2011

LEASE TERMS

2007

PHOTO NOT AVAILABLE	

BUILDING # R1103

This is a discreet facility occupied by the District Attorneys office. They moved in about 3 years ago and are now looking to renew for another year under the provisions of their existing lease.

ADDRESS

Suffolk County DA - Tax Crimes Division
4250 Veterans Highway, Suite 300
Holbrook, NY 11741

USER GROUP(S)

1. **District Attorney**

PROPOSAL INFORMATION

1. **Lease Term:** 1 (One) years — **Renewal: 3 -1 Yr options**
2. **Term Date:** From 9/1/2014 To 8/31/2015
3. **Square Footage:** 4,773
4. **Type of Lease Space Proposed** ___ Single Tenant X Multi-Tenant

Comments:

2007

SITE INFORMATION

1. S.C.T.M. # 500-173-1-20
2. Site Area: 261,360 Sq. Ft. 6 Acres
3. Zoning Commercial
4. # Parking Stalls: Handicapped Requested -0-
5. Utilities : X Gas X Water ___ Oil X Telephone X Cable ___ Sewe

COST EVALUATION CRITERIA

Current Annual Base Cost $72,274.68 Total $15.14 /S.F.
Area Rent Survey: Date: NA NA to NA /S.F.

1. (Proposed) Annual Base Cost: $66,822.00 Total $14.00 /S.F.
2. Annual Escalation Rate: 4%
3. Current Taxes: Not submitted Base Year $0.00 /S.F. Contribution NA
4. Build-out Cost: Included Total, NA /S.F.
5. Custodial Charges: By County /S.F. Base Year
6. CAM Charges: Included /S.F. Base Year /S.F. Base Year
7. Landlord Responsibilities: (See Attached Sheet)

(PROPOSED) ANNUAL BASE RENT

Lease Year	Base Rent (PSF)	Annual Base Rent	Annual Electric	Annual Rent & Electric	Annual Rent Elec (PSF)
Year 1	$14.00	$66,822.00	$15,512.25	$82,334.25	$17.25
Year 2	$14.56	$69,494.88	$15,512.25	$85,007.13	$17.81
Year 3	$15.14	$72,274.68	$15,512.25	$87,786.93	$18.39
Year 4	$15.75	$75,165.66	$15,512.25	$90,677.91	$19.00

Comments: The County is currently paying between $20.09/SF and $21.06/SF in other Vet's Hwy corridor office buildings. Utilities are a County responsibility in those bldgs.

2008

LESSOR INFORMATION

1. PROPERTY OWNER:

Company:	CAF VETS, LLC
Contact Person:	Caesar Figona
Email Address:	
Address:	4250 Veterans Highway
City, State, Zip	Holbrook, NY 11741
Phone / Fax	737-4100

2. PROPERTY MANAGER:

Company:
Contact Person:
Email Address:
Address:
City, State, Zip
Phone / Fax

3. BROKER:

Company:
Contact Person:
Email Address:
Address:
City, State, Zip
Phone / Fax

4. ATTORNEY

Company:
Contact Person:
Email Address:
Address:
City, State, Zip
Phone / Fax

COUNTY OF SUFFOLK

2007

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

August 22, 2014

CAF VETS LLC
c/o Mr. Caesar Figoni
4250 Veterans Memorial Hwy.
Holbrook, NY 11741

Re: County Lease # R1103
4250 Veterans Memorial Hwy., Suite 300
Holbrook, NY 11741
First Extension of Lease Agreement

Mr. Figona:

This Letter Agreement serves to confirm the agreement between the County of Suffolk ("County") and CAF VETS, LLC ("Landlord"), with regard to the extension of the Lease for the above referenced Premises, pursuant to the original Lease (collectively, the "Lease") that expires on August 31, 2014. In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows:

(i) **Extension Term**: the Lease Term is hereby extended one (1) year, commencing September 1, 2014 through and including August 31, 2015. The County shall have the option to extend the lease for an additional one year period, for a total of up to three (3), additional consecutive one-year periods.

(ii) **Rent**: Annual Rent (including utilities) for the Premises through the first year of this First Extension shall be $82,334.25. Rent shall be payable in equal monthly installments in advance on the first day of each calendar month during the term;

(iii) **Escalation:** In the event the County elects to exercise any option to extend the term in accordance with paragraph (i) above, Annual Rent shall increase by four percent (4%) over the Annual Base Rent in the preceding year. Annual Rent for the options periods shall be as follows:

Year 1 $85,007.13 Year 2 $87,786.93 Year 3 $90,667.91

(iv) *Section 5.01* of the Lease is hereby amended to modify the definition of "Base Year Taxes" to mean the taxes levied upon the Premises for tax year 2013-2014;

BARCODE #0028302

2008

(v) **Renovations:** Landlord and Tenant agree that, except as otherwise agreed to by the parties and reduced to writing, Tenant is renting the Premises in their "AS IS" physical condition.

(vi) **Suffolk County Laws:** The parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit A** and made a part hereof.

(vii) **No Broker**: Tenant warrants and represents to Landlord that there was no broker instrumental in bringing about or consummating this Letter Agreement.

(viii) **Conflict:** If any terms of this Letter Agreement are in conflict with the Lease, the terms of this Letter Agreement shall control;

(ix) **Survival:** All other provisions of the Lease, as modified by this Letter Agreement, shall remain in full force and effect;

(x) **Interpretation:** This Letter Agreement is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the party causing this Letter Agreement to be drafted.

In the event the foregoing accurately sets forth the terms of our understanding, please countersign the enclosed seven (7) sets of this letter, and have the same notarized before a Notary Public. Kindly return six (6) executed originals to this office, retaining one original for your files. A fully executed original will be forwarded once all signatures have been obtained.

Thank you for your cooperation on this matter. Should you have any further questions or comments regarding this matter, please do not hesitate to contact me.

Regards,

Gerald Anderus

cc: Gilbert Anderson, Suffolk County Department of Public Works
Basia Deren Braddish, Suffolk County Attorney's Office
Naomi Ashare, Suffolk County Department of Public Works

APPROVED AND AGREED:

COUNTY OF SUFFOLK
TENANT

By: _____
Dennis M. Cohen
Chief Deputy County Executive

Date: _____

CAF VETS, LLC
LANDLORD

By: _____
Name: Caesar Figoni
Title: Member

Date: _____

2002

RECOMMENDED
SPACE MANAGEMENT STEERING COMMITTEE

By: _____
Name: Gerald Anderus
Title: Chairperson

Date: _____

RECOMMENDED:
DIVISION OF REAL PROPERTY ACQUISITIC AND MANAGEMENT

By: _____
Name: Jill Rosen-Nikoloff
Title: Director

Date: _____

APPROVED AS TO FORM:
DENNIS M. BROWN
Suffolk County Attorney

By: _____
Basia Deren Braddish
Title: Assistant County Attorney

Date: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2014 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

2002

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2014 before me, the undersigned, personally appeared *Dennis M. Cohen, Deputy County Executive,* personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

COUNTY OF SUFFOLK
OFFICE OF DISTRICT ATTORNEY

2002

THOMAS J. SPOTA
DISTRICT ATTORNEY

October 23, 2014

TO: JON SCHNEIDER, DEPUTY COUNTY EXECUTIVE

FROM: THOMAS J. SPOTA, DISTRICT ATTORNEY

RE: MEMORANDUM IN SUPPORT OF THE RENEWAL OF THE LEASE OF PREMISES LOCATED IN THE TOWN OF ISLIP, NY FOR USE BY SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE

The Suffolk County District Attorney's Office currently occupies and requires the use of premises to conduct various operations. Section A42-8(4) of the Suffolk County Administrative Code provides an exception to the County's procedures for the leasing of space for covert/undercover operations so as to protect the covert status of such operations. I am requesting the continuation of the current lease terms wherein the rental payments for the desired space are to be paid by grant funds which have been deposited in a general fund from which the lease payments are to be paid. The Space Management Steering Committee has reviewed this application and recommended the approval of the terms for this lease renewal in Executive Session at its July 24, 2014 meeting. Such space will continue to be used for covert/undercover operations that return revenue to Suffolk County.

The Suffolk County District Attorney's Office would like to execute an extension of the existing lease for office space at the current location for an additional year with two (2) one year options. This office space was originally scheduled to be temporary space based upon the understanding my office had with the County Executive's Office to move DA personnel into the Dennison building. As that agreement has yet to come to fruition, this requested space is needed for such personnel as my office currently has no other suitable space available.

Thank you for your consideration of this request.

EXECUTIVE OFFICES
BUILDING 77 • NORTH COUNTY COMPLEX • VETERANS MEMORIAL HIGHWAY • HAUPPAUGE NY 11788
TELEPHONE (631) 853-4161 • FAX TRANSMITTAL (631) 853-5820

Intro. Res. No. 2003 -2014 Laid on Table 11/5/14

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

RESOLUTION NO. -2014, APPROVING A SETTLEMENT AGREEMENT TO A CLASS ACTION RELATING TO THE RIGHT TO COUNSEL OF INDIGENT DEFENDANTS

WHEREAS, there is pending the matter of *Hurrell-Harring v. The State of New York, et al*, under Index No. 8866-07 in the Supreme Court, Albany County, in which the County of Suffolk is one of several named defendants in a class action; and

WHEREAS, the action alleges the deprivation by the State of New York within the boundaries of several counties including Suffolk County, among other things, of an indigent defendant's constitutional right to counsel; and

WHEREAS, it is in the best interest of the County of Suffolk to resolve this matter without further litigation and enter into the proposed stipulation of settlement as it shall settle all allegations against the County of Suffolk at no cost to the County, avoid protracted litigation, and avoid the potential for adjudication of the matter at a cost to the County; now therefore be it

1st **RESOLVED,** that the execution and delivery on behalf of and in the name of the County by the County Executive, or his designee, of the proposed stipulation of settlement attached hereto as Exhibit "A" is hereby authorized, and the County Executive, or his designee, is hereby authorized and directed to execute the proposed stipulation of settlement in a form substantially similar thereto, and execute such other documents as may be necessary and appropriate to effectuate the settlement; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) AND WITHIN THE MEANING OF Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management, and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED: , 2014

APPROVED BY:

_____

County Executive of Suffolk County

Date: , 2014

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2014, APPROVING A SETTLEMENT AGREEMENT TO A CLASS ACTION RELATING TO THE RIGHT TO COUNSEL OF INDIGENT DEFENDANTS

3. Purpose of Proposed Legislation

See 2. above

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

N/A

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

Upon adoption of the resolution

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jacqueline Whist, Budget Analyst		10/27/14

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 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

DIVISION OF STATE COUNSEL
LITIGATION BUREAU

Telephone: (518) 474-4402

October 21, 2014

VIA HAND DELIVERY

Judge Gerald W. Connolly
Supreme Court Chambers
Albany County Court House
16 Eagle Street
Albany, NY 12207

Re: Hurrell-Harring, et al v State of New York.
Albany County
Index # 8866-07

Dear Judge Connolly:

Enclosed please find a Settlement Agreement executed by the plaintiffs and the State defendants in the above-referenced matter. In light of this Agreement, the parties request that this case be removed from the Court's trial calendar, and that no appearances be required on October 22, 2014.

The attorneys for the County defendants have authorized me to represent to the Court that they have reviewed the Settlement Agreement, are satisfied with its terms, and intend to recommend approval of the Agreement to their respective Legislatures at the earliest opportunity. Upon such approval, they will promptly execute the Agreement.

The parties will promptly file a formal motion seeking court approval of the Settlement Agreement once the Agreement is fully executed by the Counties, which we expect to be in mid to late November based on County Legislature schedules.

Very truly yours,

Adrienne J. Kerwin

THE CAPITOL, ALBANY, NY 12224-0341 • PHONE (518) 474-4441 • FAX (518) 473-1572 * NOT FOR SERVICE OF PAPERS
WWW.AG.NY.GOV

cc. Charles E. Diamond, Chief Clerk (for filing) (via hand delivery)
Kristie Blase, Esq. (via email)
Geoff Rossi, Esq. (via email)
Carol Rhinehart, Esq. (via email)
William A. Scott, Esq. (via email)
John Petrowski, Esq. (via email)
Leonard Kapsalis, Esq. (via email)[
Michael Reinhardt, Esq. (via email)

EXECUTION COPY

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

KIMBERLY HURRELL-HARRING, et al., on Behalf of Themselves and All Others Similarly Situated, Plaintiffs, -against- THE STATE OF NEW YORK, et al., Defendants.	Index No. 8866-07 (Connolly, J.)

STIPULATION AND ORDER OF SETTLEMENT

WHEREAS, Plaintiffs, on behalf of the Plaintiff Class, as defined by the Appellate Division, Third Department ("Plaintiffs"), commenced and are pursuing a class action lawsuit entitled *Hurrell-Harring, et al. v. State of New York, et al.*, Index No. 8866-07, in New York Supreme Court, Albany County, seeking declaratory and prospective injunctive relief for, among other things, the alleged deprivation by the State of New York and the Governor of the State of New York (the "State Defendants") of Plaintiffs' right to counsel in the counties of Onondaga, Ontario, Schuyler, Suffolk, and Washington (together the "Five Counties" and each a "County") guaranteed to Plaintiffs by the Sixth and Fourteenth Amendments to the United States Constitution, Article I, § 6 of the New York State Constitution, and various statutory provisions; and

WHEREAS, the parties have been engaged in litigation since November 2007 and the New York Court of Appeals has determined that Plaintiffs may proceed with their claims for actual and constructive denial of counsel, *Hurrell-Harring v. State of New York*, 15 NY3d 8 (2010); and

WHEREAS, the Appellate Division, Third Department determined that Plaintiffs could pursue

the litigation as a class action in accordance with Article 9 of the New York State Civil Procedure Law and Rules ("CPLR"), *Hurrell-Harring v. State of New York*, 81 AD3d 69 (3d Dept. 2011); and

WHEREAS, in 2010, the State established the Office of Indigent Legal Services ("ILS") and the Indigent Legal Services Board ("ILSB") (Executive Law Section 832 and Section 833, respectively) to, among other things, improve the quality of the delivery of legal services throughout the State for indigent criminal defendants; and

WHEREAS, the parties have conducted extensive fact and expert discovery, and have engaged in motion practice before the Court, and the Court has set the matter down for trial; and

WHEREAS, the parties have negotiated in good faith and have agreed to settle this Action on the terms and conditions set forth herein; and

WHEREAS, the parties agree that the terms of this settlement are in the public interest and the interests of the Plaintiff Class and that this settlement upon the order of the Court is the most appropriate means of resolving this action; and

WHEREAS, the parties understand that, prior to such Court order, the Court shall conduct a fairness hearing in accordance with CPLR Article 9 to determine whether the settlement contained herein should be approved as in the best interests of the Plaintiff Class; and

WHEREAS, ILS and the ILSB have the legal authority to monitor and study indigent legal services in the state, to recommend measures to improve those services, to award grant monies to counties to support their indigent representation capability, and to establish criteria for the distribution of such funds; and

WHEREAS, the parties agree that ILS is best suited to implementing, on behalf of the State, certain obligations arising under this Agreement; and

WHEREAS, the ILSB has reviewed those obligations contemplated under this Agreement for implementation by ILS and has directed ILS to implement such obligations in accordance with

the terms of this Agreement, and this direction is reflected in the *Authorization of the Indigent Legal Services Board and the New York State Office of Indigent Legal Services Concerning Settlement of the Hurrell-Harring Lawsuit*, appended hereto as Exhibit A and incorporated by reference herein; and

WHEREAS, ILS is legally required to execute this direction from the ILSB; and

WHEREAS, the Plaintiff Class entered into a settlement agreement with Ontario County dated June 20, 2014, and the Court approved the settlement and dismissed the Plaintiff Class's claims against Ontario County on September 2, 2014; and

WHEREAS, the Plaintiff Class entered into a settlement agreement with Schuyler County on September 29, 2014, which is currently scheduled for a fairness hearing on November 3, 2014; and

WHEREAS, Plaintiffs and the State intend that the terms and measures set forth in this Settlement Agreement will ensure counsel at arraignment for indigent defendants in the Five Counties, provide caseload relief for attorneys providing Mandated Representation in the Five Counties, improve the quality of Mandated Representation in the Five Counties, and lead to improved eligibility determinations;

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED, AND ORDERED as follows:

I. PARTIES TO THIS AGREEMENT

The parties to this Settlement Agreement are the parties named in the Second Amended Complaint in the Action, which are the Plaintiff Class, the State of New York, Governor Andrew Cuomo, Onondaga County, Ontario County, Schuyler County, Suffolk County, and Washington County. If a County fails to execute the Agreement, it shall not be considered a party to this Agreement.

II. DEFINITIONS

As used in this Agreement:

Action means *Hurrell-Harring v. State of New York*, Case No. 8866-07 (Supreme Court, Albany County), filed on November 8, 2007.

Agreement and **Settlement Agreement** mean this Stipulation and Order of Settlement dated as of October 21, 2014 between and among Plaintiffs, the State Defendants, and the Five Counties.

Arraignment means the first appearance by a person charged with a crime before a judge or magistrate, with the exception of an appearance where no prosecutor appears and no action occurs other than the adjournment of the criminal process and the unconditional release of the person charged (in which event Arraignment shall mean the person's next appearance before a judge or magistrate).

Effective Date means the date of entry of the order of Supreme Court, Albany County approving this Settlement Agreement.

Executive means the Office of the Governor.

Five Counties means Ontario, Onondaga, Schuyler, Suffolk, and Washington Counties, each of which was named as a defendant in the Second Amended Complaint filed on August 26, 2008 in *Hurrell-Harring v. State of New York*. Each of the Five Counties may also be referred to as a **County** in this Agreement.

Mandated Representation means constitutionally mandated publicly funded representation in criminal cases for people who are unable to afford counsel.

Plaintiffs or **Plaintiff Class** means the class of individuals certified by the Appellate Division on January 6, 2011 in *Hurrell-Harring v. State of New York*.

III. COUNSEL AT ARRAIGNMENT

(A) (1) The State of New York (the "State") shall ensure, within 20 months of the Effective Date and continuing thereafter, that each criminal defendant within the Five Counties who is eligible for publicly funded legal representation ("Indigent Defendant") is represented by counsel in person at his or her Arraignment. A timely Arraignment with counsel shall not be delayed pending a determination of a defendant's eligibility.

(2) Within 6 months of the Effective Date, the New York State Office of Indigent Legal Services ("ILS"), in consultation with the Executive, the Five Counties, and any other persons or entities it deems appropriate, shall develop a written plan to implement the obligations specified above in paragraph III(A)(1), which plan shall include interim steps for achieving compliance with those obligations. That plan shall be provided to the parties, who shall have 30 days to submit comments. Within 30 days of the end of such comment period (which will be no later than 8 months after the Effective Date), ILS shall finalize its plan and provide it to the parties. Starting within 6 months of finalization of the plan, the State shall undertake good faith efforts to begin implementing the plan, subject to legislative appropriations.

(3) The parties acknowledge that the State may seek to satisfy the obligations set forth in paragraph III(A)(1) by ensuring the existence and maintenance within each of the Five Counties of an effective system for providing each Indigent Defendant with representation by counsel in person at his or her Arraignment. Nothing in this provision alters the State's obligations set forth in paragraph III(A)(1).

(4) Incidental or sporadic failures of counsel to appear at Arraignments within a County shall not constitute a breach of the State's obligations under paragraph III(A)(1).

(B) The Executive shall coordinate and work in good faith with the Office of Court Administration ("OCA") to ensure, on an ongoing basis, that each judge and magistrate within the Five Counties, including newly appointed judges and magistrates, is aware of the responsibility to provide counsel to Indigent Defendants at Arraignments, and, subject to constitutional and statutory limits regarding prompt arraignments, to consider adjustments to court calendars and Arraignment schedules to facilitate the presence of counsel at Arraignments. If, notwithstanding the Executive's satisfaction of the terms of this paragraph III(B), lack of cooperation from OCA prevents the provision of counsel at some Arraignments, the State shall not be deemed in breach of the settlement for such absence of counsel at those Arraignments.

(C) In accordance with paragraph IX(B), the State shall use $1 million in state fiscal year 2015/2016 for the purposes of paying any costs associated with the interim steps described in paragraph III(A)(2). The State shall use these funds in the first instance to pay the Five Counties for the costs, if any, incurred by them in connection with the interim steps described in paragraph III(A)(2), and thereafter any remaining amounts shall be used to pay costs incurred by ILS.

(D) ILS, in consultation with the Executive, OCA, the Five Counties, and any other individual or entity it deems appropriate, shall, on an ongoing basis, monitor the progress toward achieving the purposes set forth in paragraph III(A)(1) above. Such monitoring shall include regular, periodic reports regarding: (1) the sufficiency of any funding committed to those purposes; (2) the effectiveness of any system implemented in accordance with paragraph III(A)(3) in ensuring that all Indigent Defendants are represented by counsel at Arraignment; and (3) any remaining barriers to ensuring the representation of all Indigent Defendants at Arraignment. Such reports shall be made available to counsel for the Plaintiff Class and the public.

(E) In no event shall the Five Counties be obligated to undertake any steps to implement the State's obligations under Section III until funds have been appropriated by the State for paragraph III(A)(1) or paragraph III(A)(2). Nothing in this paragraph shall alter the Five Counties' obligations under Section VII.

IV. CASELOAD RELIEF

(A) Within 6 months of the Effective Date, ILS shall ensure that the caseload/workload of each attorney providing Mandated Representation in the Five Counties can be accurately tracked and reported on at least a quarterly basis, including private practice caseloads/workloads. In accordance with paragraph IX(B), the State shall provide $500,000 in state fiscal year 2015/2016 to ILS for the purposes of paying any costs associated with the obligations contained in this paragraph IV(A), and ILS shall use those funds for such purposes. To the extent practicable, and subject to the specific funding commitments in this Agreement, the tracking system developed by ILS should be readily deployable across the state.

(B) (1) Within 9 months of the Effective Date, ILS, in consultation with the Executive, OCA, the Five Counties, and any other persons or entities ILS deems appropriate, shall determine:

(i) the appropriate numerical caseload/workload standards for each provider of mandated representation, whether public defender, legal aid society, assigned counsel program, or conflict defender, in each County, for representation in both trial- and appellate-level cases; (ii) the means by which those standards will be implemented, monitored, and enforced on an ongoing basis; and (iii) to the extent necessary to comply with the caseload/workload standards, the number of additional attorneys (including supervisory attorneys), investigators, or other non-attorney staff, or the amount of other in-kind resources necessary for each provider

of Mandated Representation in the Five Counties.

(2) In reaching these determinations, ILS shall take into account, among other things, the types of cases attorneys handle, including the extent to which attorneys handle non-criminal cases; the private practice caseloads/workloads of attorneys; the qualifications and experiences of the attorneys; the distance between courts and attorney offices; the time needed to interview clients and witnesses, taking into account travel time and location of confidential interview facilities; whether attorneys work on a part-time basis; whether attorneys exercise supervisory responsibilities; whether attorneys are supervised; and whether attorneys have access to adequate staff investigators, other non-attorney staff, and in-kind resources.

(3) In no event shall numerical caseload/workload standards established under paragraph IV(B)(1) or paragraph IV(E) be deemed appropriate if they permit caseloads in excess of those permitted under standards established for criminal cases by the National Advisory Commission on Criminal Justice Standards and Goals (Task Force on Courts, 1973) Standard 13.12.

(C) Starting within 6 months of ILS having made the caseload/workload determinations specified above in paragraph IV(B), the State shall take tangible steps to enable providers of Mandated Representation to start adding any staff and resources determined to be necessary to come into compliance with the standards.

(D) (1) Within 21 months of ILS having made the caseload/workload determinations specified above in paragraph IV(B) (which shall be no later than 30 months from the Effective Date) (the "Implementation Date") and continuing thereafter, the State shall ensure that the caseload/workload standards are implemented and adhered to by all providers of Mandated Representation in the Five Counties.

(2) The parties acknowledge that the State may delegate to ILS the primary responsibility for overseeing the implementation, monitoring, and enforcement of the caseload/workload standards required hereunder, provided, however, that nothing in this provision alters the State's obligations set forth in this Section IV.

(3) The parties acknowledge that the State may seek to satisfy the obligation in paragraph IV(D)(1) by ensuring the existence and maintenance within each of the Five Counties of an effective system for implementing and enforcing any caseload/workload standards adopted under this Section IV. Nothing in this provision alters the State's obligations set forth in this Section IV.

(E) Beginning approximately 18 months after the Implementation Date, and no less frequently than annually thereafter, ILS shall review the appropriateness of any such standards in light of any change in relevant circumstances in each of the Five Counties. Immediately following any such review, ILS shall recommend to the Executive whether and to what extent the established caseload/workload standards should be amended on the basis of changed circumstances. Any proposed change to a caseload/workload standard implemented hereunder by ILS shall be submitted by ILS for approval by the Executive, provided, however, that such approval shall not be unreasonably withheld. Nothing in this provision shall limit the authority of ILS or the ILSB pursuant to Executive Law Article 30, Sections 832 and 833.

(F) Incidental or sporadic noncompliance with the caseload/workload standards by individual attorneys providing Mandated Representation shall not constitute a breach of the State's obligations under this Section IV.

V. INITIATIVES TO IMPROVE THE QUALITY OF INDIGENT DEFENSE

(A) No later than 6 months following the Effective Date, ILS, in consultation with the Five Counties, the providers of Mandated Representation in the Five Counties, and any other individual or entity ILS deems appropriate, shall establish written plans to ensure that attorneys providing Mandated Representation in criminal cases in each of the Five Counties: (1) receive effective supervision and training in criminal defense law and procedure and professional practice standards; (2) have access to and appropriately utilize investigators, interpreters, and expert witnesses on behalf of clients; (3) communicate effectively with their clients (including by conducting in-person interviews of their clients promptly after being assigned) and have access to confidential meeting spaces; (4) have the qualifications and experience necessary to handle the criminal cases assigned to them; and (5) in the case of assigned counsel attorneys, are assigned to cases in accordance with County Law Article 18-B and in a manner that accounts for the attorney's level of experience and caseload/workload. At a minimum, such plans shall provide for specific, targeted progress toward each of the objectives listed in this paragraph V(A), within defined timeframes, and shall also provide for such monitoring and enforcement procedures as are deemed necessary by ILS.

(B) ILS shall thereafter implement the plans developed in accordance with paragraph V(A). To address costs associated with implementing these plans, ILS shall provide funding within each County through its existing program for quality improvement distributions, provided, however, that ILS shall take all necessary and appropriate steps to ensure that any distributions intended for use in accomplishing the objectives listed in paragraph V(A) are used exclusively for that purpose.

(C) In accordance with paragraphs IX(B) and IX(E), respectively, the State shall provide to ILS $2 million in each of state fiscal year 2015/2016 and state fiscal year 2016/2017 for the purposes of accomplishing the objectives set forth in

paragraph V(A), and ILS shall use such funds for those purposes. No portion of such funds shall be attributable to ILS's operating budget but shall instead be distributed by ILS to the Five Counties.

(D) The Five Counties may, but shall not be obligated to, pay all or a portion of the funds identified in paragraph V(C) to ILS to provide services designed to effectuate the objectives set forth in paragraph V(A), provided such services are rendered in state fiscal years 2015/2016 and 2016/2017 and pursuant to a written agreement between ILS and the relevant County.

VI. ELIGIBILITY STANDARDS FOR REPRESENTATION

(A) ILS shall, no later than 6 months following the Effective Date, issue criteria and procedures to guide courts in counties outside of New York City in determining whether a person is eligible for Mandated Representation. ILS may consult with OCA to develop and distribute such criteria and procedures. ILS shall be responsible for ensuring the distribution of such criteria and procedures to, at a minimum, every court in counties outside of New York City that makes determinations of eligibility (and may request OCA's assistance in doing so) and every provider of mandated representation in the Five Counties. The Five Counties shall undertake best efforts to implement such criteria and procedures as developed by ILS. Nothing in this paragraph otherwise obligates the Five Counties to develop such criteria and procedures.

(B) At a minimum, the criteria and procedures shall provide that: (1) eligibility determinations shall be made pursuant to written criteria; (2) confidentiality shall be maintained for all information submitted for purposes of assessing eligibility; (3) ability to post bond shall not be considering sufficient, standing alone, to deny eligibility; (4) eligibility determinations shall take into account the actual cost of retaining a private attorney in the relevant jurisdiction for the category of crime charged; (5) income needed to meet the reasonable living expenses of the

applicant and any dependent minors within his or her immediate family, or dependent parent or spouse, should not be considered available for purposes of determining eligibility; and (6) ownership of an automobile should not be considered sufficient, standing alone, to deny eligibility where the automobile is necessary for the applicant to maintain his or her employment. In addition, ILS shall set forth additional criteria or procedures as needed to address: (7) whether screening for eligibility should be performed by the primary provider of Mandated Representation in the county; (8) whether persons who receive public benefits, cannot post bond, reside in correctional or mental health facilities, or have incomes below a fixed multiple of federal poverty guidelines should be deemed presumed eligible and be represented by public defense counsel until that representation is waived or a determination is made that they are able to afford private counsel; (9) whether (a) non-liquid assets and (b) income and assets of family members should be considered available for purposes of determining eligibility; (10) whether debts and other financial obligations should be considered in determining eligibility; (11) whether ownership of a home and ownership of an automobile, other than an automobile necessary for the applicant to maintain his or her employment, should be considered sufficient, standing alone, to deny eligibility; and (12) whether there should be a process for appealing any denial of eligibility and notice of that process should be provided to any person denied counsel.

(C) ILS shall issue an annual report regarding the criteria and procedures used to determine whether a person is eligible to receive Mandated Representation in each of the Five Counties. Such report shall, at a minimum, analyze: (1) the criteria used to determine whether a person is eligible; (2) who makes such determinations; (3) what procedures are used to come to such determinations; (4) whether and to what extent decisions are reconsidered and/or appealed; and (5) whether and to what extent those criteria and procedures comply with the criteria and procedures referenced in paragraph VI(A). The first such report shall

be issued no later than 12 months following the establishment of the criteria and procedures discussed in paragraph VI(A).

VII. COUNTY COOPERATION

The Five Counties shall use best efforts to cooperate with the State and ILS to the extent necessary to facilitate the implementation of the terms of this Agreement. This obligation is in no way subject to or conditioned upon any obligations undertaken by Ontario and Schuyler Counties by virtue of their separate agreements to settle this Action. Such cooperation shall include, without limitation: (1) the timely provision of information requested by the State or ILS; (2) compliance with the terms of the plans implemented pursuant to paragraphs III(A)(2), IV(B)(1), and V(A); (3) assisting in the distribution of the eligibility standards referenced in part VI(A); (4) assisting in the monitoring, tracking, and reporting responsibilities set forth in parts III(D), IV(A), and VI(C); (5) ensuring that the providers of Mandated Representation and individual attorneys providing Mandated Representation in the Five Counties provide any necessary information, compliance, and assistance; (6) undertaking best efforts to ensure the passage of any legislation and/or legislative appropriations contemplated by this Agreement; and (7) any other measures necessary to ensure the implementation of the terms of this Agreement. County failure to cooperate does not relieve the State of any of its obligations under this Settlement Agreement.

VIII. MONITORING AND REPORTING

In order to permit Plaintiffs to assess compliance with all provisions of this Agreement, the State shall:

(A) Promptly provide to Plaintiffs copies of the following documents upon their finalization and subsequent to any amendment thereto:

(1) The plan(s) concerning counsel at arraignment referenced in paragraph III(A)(2);

(2) The reports concerning counsel at arraignment referenced in paragraph III(D);

(3) The determinations regarding caseload/workload referenced in paragraph IV(B)(1) and any changes proposed or made pursuant to paragraph IV(E);

(4) The plan(s) for quality improvement referenced in paragraph V(A);

(5) The eligibility criteria referenced in paragraph VI(A);

(6) The reports regarding eligibility determinations referenced in paragraph VI(C);

(7) The relevant portions of each Executive Budget submitted during the term of this Agreement.

(B) Provide written reports to Plaintiffs concerning the State's efforts to carry out its obligations under this Agreement and the results thereof, including, without limitation:

(8) Ensuring counsel at arraignment pursuant to paragraph III(A)(1);

(9) Coordinating with OCA pursuant to paragraph III(B);

(10) Implementing the tracking system referenced in paragraph IV(A);

(11) Implementing the caseload/workload standards referenced in paragraph IV(B) or paragraph IV(E) and ensuring that those caseload/workload standards are adhered to;

(12) Implementing the plans referenced in paragraph V(A).

Within 90 days of the Effective Date, the State and Plaintiffs shall meet and confer in good faith to identify the content and frequency of the specific reports

identified above that will be provided to Plaintiffs pursuant to this Section VIII.

IX. BEST EFFORTS AND APPROPRIATIONS

(A) The parties shall use their best efforts to obtain the enactment of all legislative measures necessary and appropriate to implement the terms of the Settlement Agreement.

(B) The Executive shall include in an Executive budget appropriation bill submitted to the Legislature for state fiscal year 2015/2016 sufficient appropriation authority to fund $3.5 million for purposes of implementing paragraphs III(C), IV(A), and V(C) of this Agreement.

(C) In order to prevent the obligation to provide counsel at Arraignment as set forth in Section III from imposing any additional financial burden on any County, the Executive shall include in an Executive budget appropriation bill submitted to the Legislature for the state fiscal year 2016/2017, and for each state fiscal year thereafter, sufficient appropriation authority for such funds that it, in consultation with ILS, OCA, the Five Counties, and any other individual or entity the Executive deems appropriate, determines, in its sole discretion, are necessary to accomplish the purposes set forth in Section III.

(D) In order to prevent the caseload/workload standards implemented under Section IV from imposing an additional financial burden on any County, the Executive shall include in an Executive budget appropriation bill submitted to the Legislature for the state fiscal year 2016/2017, and for each state fiscal year thereafter, sufficient appropriation authority for such funds that it, in consultation with ILS, OCA, the Five Counties, and any other individual or entity it deems appropriate, determines, in its sole discretion, are necessary to accomplish the purposes set forth in Section IV. In the absence of such funds, the Five Counties shall not be required to implement the caseload/workload standards referenced in

Section IV; provided, however, that nothing in this provision alters the State's obligation to ensure that caseload/workload standards are implemented and adhered to.

(E) The Executive shall include in an Executive budget appropriation bill submitted to the Legislature for the state fiscal year 2016/2017 sufficient appropriation authority to fund $2 million to ILS for the purposes of implementing paragraph V(C).

(F) The Executive shall use best efforts to seek and secure the funding described in paragraphs IX(B), IX(C), IX(D), and IX(E), as well as any other funding or resources necessary, as determined in the sole discretion of the Executive, to implement the terms of this Agreement including, without limitation, funding and resources sufficient for ILS to carry out its responsibilities under the Agreement. Consistent with the State Constitution and the State Finance Law, this Agreement is subject to legislative appropriation of such funding. The State shall perform its obligations under this Agreement in each fiscal year for the term of the Agreement to the extent of the enacted appropriation therefor.

(G) Except as provided in paragraph XIII(A), nothing herein shall be construed to obligate the Five Counties to provide funding to implement any of the obligations under this Agreement.

X. LEGISLATIVE PROCESS AND OUTCOMES

(A) Upon the Effective Date, this Action shall be conditionally discontinued only as to the parties that execute this Agreement, pending the enactment of the budget for the state fiscal year 2015/2016 and, if required, the completion of the meet-and-confer process described in paragraph X(B) below.

(1) No later than 21 days after the enactment of the 2015/2016 budget, the State shall provide Plaintiffs with written notice stating whether or not the

State believes that it can fully implement its obligations under this Agreement in light of the amount of funding appropriated by the Legislature.

(2) If the written notice provided under X(A)(1) sets forth the State's determination that the State can fully implement all of its obligations under this Agreement, then this Action shall be discontinued with prejudice only as to the parties that execute this Agreement. Such discontinuance shall not preclude Plaintiffs from commencing any new action pursuant to paragraph X(C)(2) below.

(B) If at any time the State believes it cannot fully implement one or more of its obligations under this Agreement in light of the Legislature's action, the State shall notify Plaintiffs in writing of that fact and the parties shall meet and confer to determine whether they can mutually resolve the issue(s). If the parties are unable to resolve the matter within 45 days of the written notice provided by the State, the State within 10 days shall notify Plaintiffs in writing which obligation(s) the State is unable to fully implement. If the State notifies Plaintiffs that it cannot fully implement one or more of its obligations in Section III, Plaintiffs may pursue, as specified in paragraph X(C)(1) or X(C)(2), as appropriate, judicial remedies on their claims for actual denial of counsel. If the State notifies Plaintiffs that it cannot fully implement one or more of its obligations in Section IV or V of this Agreement, Plaintiffs may pursue, as specified in paragraph X(C)(1) or X(C)(2), as appropriate, judicial remedies on their claims for constructive denial of counsel. The State shall remain obligated to comply with the relevant affected provision(s) of the Agreement to the extent it has funding to do so and shall remain obligated to implement all provisions not affected by legislative action unless the State notifies Plaintiffs within 90 days of enactment of the 2015/2016 budget that it can implement no provision of Sections III, IV, and V of the Agreement, in which case the entire Agreement

shall be deemed null and void, and the relevant parties shall be restored to the same positions in the litigation that they had immediately prior to October 21, 2014.

(C) (1) State Fiscal Year 2015/2016. If the State, pursuant to paragraph X(B), notifies Plaintiffs within 90 days of enactment of the 2015/2016 budget that it cannot fully implement one or more of its obligations under the Agreement, Plaintiffs may pursue judicial remedies as allowed under paragraph X(B) by restoring this Action to the trial calendar by serving written notice upon the Court and the relevant parties that have signed the Agreement within 30 days after receiving such notice from the State, in which case the relevant parties shall be restored to the same positions in the litigation that they had immediately prior to October 21, 2014, with respect to the restored claim(s).

(2) State Fiscal Year 2016/2017 to the Expiration of this Agreement. In accordance with any notice pursuant to paragraph X(B) with respect to the 2016/2017 state fiscal year or any later state fiscal year through the expiration of this Agreement, Plaintiffs may pursue judicial remedies as allowed under paragraph X(B) only by filing a new action for declaratory and prospective injunctive relief. Nothing in the Stipulation of Discontinuance filed in this Action is intended to bar or shall have the effect of barring, by virtue of the doctrine of res judicata or other principles of preclusion, any new action as allowed under paragraph X(B) or any claims within such action. Neither the State nor any other defendant shall assert or argue that any such action or claim asserted therein is barred by virtue of the prior discontinuance of this Action.

(3) Nothing in this paragraph shall be construed to alter the parties' rights under paragraph XIII(S).

XI. DISPUTE RESOLUTION

(A) If Plaintiffs believe that the State is not in compliance with a provision of this Settlement Agreement, Plaintiffs shall give notice to all parties in writing, and shall state with specificity the alleged non-compliance. Upon receipt of such notice by the State, Plaintiffs and the State will promptly engage in good-faith negotiations concerning the alleged non-compliance and appropriate measures to cure any non-compliance. Any party may request the participation of ILS in such negotiations. If Plaintiffs and the State have not reached an agreement on the existence of the alleged non-compliance and curative measures within forty-five (45) days after receipt of such notice of alleged non-compliance, Plaintiffs may seek all appropriate judicial relief with respect to such alleged non-compliance, upon ten (10) days' prior notice in accordance with the Escalation Notice terms set forth in paragraph XI(B). The State and Plaintiffs may extend these time periods by written agreement. Nothing said by either party or counsel for either party during those meetings may be used by the other party in any subsequent litigation, including, without limitation, litigation in connection with this Agreement, for any purpose whatsoever.

(B) Plaintiffs shall provide notice ("Escalation Notice") to the individuals identified in paragraph XIII(G)(2) at least ten (10) business days before seeking judicial relief as described in paragraph XI(A), which notice shall inform such individuals that Plaintiffs intend to seek judicial relief and shall attach the notice provided under paragraph XI(A).

(C) Notwithstanding the dispute resolution procedures set forth above, if exigent circumstances arise, Plaintiffs shall be able to seek expedited judicial relief against the State based upon an alleged breach of this Agreement, upon five (5) business days' prior notice to the individuals identified in paragraphs XIII(G)(1) and XIII(G)(2).

(D) Plaintiffs shall not seek to enforce any provision of this Agreement against any County. No provision of this Agreement shall form the basis of any cause of action by Plaintiffs against any County. In no event shall County action or inaction relieve the State of any of its obligations under this Agreement.

(E) If the State believes that a County is not meeting its obligations under this Agreement, it may seek relief following the same procedures as set out above in paragraphs XI(A), XI(B), and XI(C).

(F) Venue over any disputes concerning enforcement of this Agreement (1) between Plaintiffs and the State, (2) involving all the parties to this Agreement, or (3) between the State and more than one County shall be in a court of competent jurisdiction in Albany County. Venue over any disputes concerning enforcement of this Agreement between the State and a single County shall be in a court of competent jurisdiction in that County.

XII. ATTORNEYS' FEES AND COSTS

(A) The State agrees to make a payment to Plaintiffs' counsel, the New York Civil Liberties Union Foundation and Schulte Roth & Zabel LLP, in the aggregate amount of $5.5 million, as follows:

(1) The sum of $2.5 million (Two Million Five Hundred Thousand Dollars) for which an I.R.S. Form 1099 shall be issued to the New York Civil Liberties Foundation, and the sum of $3.0 million (Three Million Dollars) for which an I.R.S. Form 1099 shall be issued to Schulte Roth & Zabel LLP in full and complete satisfaction of any claims against the State and the Five Counties for attorneys' fees, costs, and expenditures incurred by Plaintiffs for any and all counsel who have at any time represented Plaintiffs in the Action through the Effective Date.

(2) The payment of $2.5 million referred to in this paragraph shall be made payable and delivered to "New York Civil Liberties Union Foundation," 125 Broad Street, 19th Floor, New York, New York 10004. The payment of $3.0 million referred to in this paragraph shall be made payable and delivered to "Schulte Roth & Zabel LLP," 919 Third Avenue, New York, New York 10022.

(B) Any taxes on payments and/or interest or penalties on taxes on the payments referred to in paragraph XII(A) of this Agreement shall be the sole responsibility of the New York Civil Liberties Union Foundation and Schulte Roth & Zabel LLP, respectively, and Plaintiffs' attorneys shall have no claim, right, or cause of action against the State of New York or any of its agencies, departments, or subdivisions on account of such taxes, interests, or penalties.

(C) Payment of the amounts recited in paragraph XII(A) above will be made (1) after the filing of a stipulation of discontinuance as set forth in paragraph XIV(A), upon complete discontinuance of this Action, or paragraph XIV(B), in the case of a partial restoration of this Action, and (2) subject to the approval of all appropriate New York State officials in accordance with Section 17 of the New York State Public Officers Law. Plaintiffs' counsel agree to execute and deliver promptly to counsel for the State all payment vouchers and other documents necessary to process such payments, including, without limitation, a statement of the total attorney hours expended on this matter and the value thereof and all expenditures. Counsel for the State shall deliver promptly to the Comptroller such documents and any other papers required by the Comptroller with respect to such payments. Pursuant to CPLR 5003a(c), payment shall be made within ninety (90) days of the Comptroller's determination that all papers required to effectuate the settlement have been received by him. In the event that payment in full is not made within said ninety-day period, interest shall accrue on the outstanding balance at the rate set forth in CPLR 5004, beginning on the ninety-first day after

the Comptroller's determination.

(D) Upon receipt of and in consideration of the payment of the sums set forth in paragraph XII(A), Plaintiffs shall (1) in the case of a complete discontinuance of this Action pursuant to paragraph XIV(A), waive, release, and forever discharge the State Defendants, including the State of New York, and the Five Counties and each of their respective current and former employees in their individual capacities, and their heirs, executors, administrators, and assigns from any and all claims for attorneys' fees, costs, and expenditures incurred in connection with this Action through the Effective Date; or (2) in the case of a partial discontinuance of this Action pursuant to paragraph XIV(B), waive, release, and forever discharge the State Defendants, including the State of New York, and the Five Counties and each of their respective current and former employees in their individual capacities, and their heirs, executors, administrators, and assigns from any and all claims for attorneys' fees, costs, and expenditures incurred in connection with this Action through the Effective Date, it being specifically understood that, upon such restoration, Plaintiffs shall also be free to seek reimbursement for their attorneys' fees, costs, and expenditures incurred after the Effective Date.

(E) Plaintiffs' counsel agree to maintain their billing records and documents evidencing payment of expenses relating to this Action for the term of this Agreement.

(F) In the event that this Agreement becomes null and void pursuant to paragraph X(B) or Section XVI, then (1) the State shall be under no obligation to make the payments referred to in paragraph XII(A); and (2) Plaintiffs shall be free to seek reimbursement of their full attorneys' fees, costs, and expenditures incurred in connection with this Action (including those incurred both before and after the date of this Agreement).

XIII. GENERAL PROVISIONS

(A) Supplementation of Funds. State funds received by a County pursuant to this settlement shall be used to supplement and not supplant any local funds that such County currently spends for the provision of counsel and expert, investigative, and other services pursuant to County Law Article 18-B. All such state funds received by a County shall be used to improve the quality of Mandated Representation services provided pursuant to County Law Article 18-B.

(B) Modification. This Agreement may not be modified without the written consent of the parties and the approval of the Court. However, the parties agree that non-material modifications of this Settlement Agreement can be made, with the written consent of the parties, without approval of the Court. For purposes of this paragraph, written consent from a County shall be deemed to exist with respect to a modification of any provision of this Agreement other than Section VII if such County (1) has been notified in writing that Plaintiffs and the State have agreed upon such modification; and (2) does not, within ten (10) business days of receipt of such notice, object in writing to such modification.

(C) Expiration of Agreement. This Agreement shall expire 7.5 years after the Effective Date.

(D) Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties with regard to the settlement contemplated herein, and supersedes all prior agreements, representations, statements, negotiations, and undertakings (whether oral or written) with regard to settlement, provided, however, that nothing herein shall be deemed to abrogate or modify the separate settlement agreements entered into between Plaintiffs and Ontario County, dated June 20, 2014, and between Plaintiffs and Schuyler County, dated September 29, 2014.

(E) Interpretation. The parties acknowledge that each party has participated in the drafting and preparation of this Agreement; consequently, any ambiguity shall not be construed for or against any party.

(F) Time Periods. If any of the dates or periods of time described in this Agreement fall or end on a public holiday or on a weekend, the date or period of time shall be extended to the next business day. A "day" shall mean a calendar day unless otherwise specifically noted.

(G) Notice.

(1) All notices required under or contemplated by this Agreement shall be sent by U.S. mail and electronic mail as follows (or to such other address as the recipient named below shall specify by notice in writing hereunder):

If to the State Defendants:

Adrienne Kerwin Assistant Attorney General The Capitol Albany, New York 12224 Adrienne.Kerwin@ag.ny.gov	Seth H. Agata Acting Counsel to the Governor New York State Capitol Building Albany, New York 12224 Seth.Agata@exec.ny.gov

If to Plaintiffs:

Corey Stoughton New York Civil Liberties Union Foundation 125 Broad Street New York, New York 10004 cstoughton@nyclu.org	Kristie M. Blase Schulte Roth & Zabel LLP 919 Third Avenue New York, New York 10022 kristie.blase@srz.com

If to Onondaga County:

Gordon Cuffy
Onondaga County Attorney
Department of Law
John H. Mulroy Civic Center
421 Montgomery Street, 10th Floor
Syracuse, New York 13202
GordonCuffy@ongov.net

If to Ontario County:

Michael Reinhardt
Ontario County Courthouse
27 North Main Street
Canandaigua, New York 14424
Michael.Reinhardt@co.ontario.ny.us

If to Schuyler County:

Geoffrey Rossi
Schuyler County Attorney
105 9th Street
Unit 5
Watkins Glen, New York 14891
grossi@schuyler.co.ny

If to Suffolk County:

Dennis Brown
Suffolk County Attorney
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100, 6th Floor
Hauppauge, New York 11788
dennis.brown@suffolkcountyny.gov

If to Washington County:

William A. Scott
Fitzgerald Morris Baker Firth P.C.
16 Pearl Street
Glens Falls, New York 12801
WAS@fmbf-law.com

If to ILS:

Joseph Wierschem
Counsel
Office of Indigent Legal Services
Alfred E. Smith Building, 29th Floor
80 South Swan Street
Albany, New York 12224
Joseph.Wierschem@ils.ny.gov

(2) Any Escalation Notice shall be sent as follows:

If to the State Defendants:

Meg Levine Deputy Attorney General Division of State Counsel Office of the Attorney General The Capitol Albany, New York 12224 Meg.Levine@ag.ny.gov	Seth H. Agata Acting Counsel to the Governor New York State Capitol Building Albany, New York 12224 Seth.Agata@exec.ny.gov

(3) Each party shall provide notice to the other parties of any change in the individuals or addresses listed above within thirty (30) days of such change, and the new information so provided will replace the notice listed herein for such party.

(H) No Admission. Nothing in this Agreement shall be construed as an admission of law or fact or acknowledgement of liability, wrongdoing, or violation of law by the State or any Ratifying County regarding any of the allegations contained in the Second Amended Complaint in this Action, or as an admission or

acknowledgment by the State or any other defendant concerning whether Plaintiffs are the prevailing party in the Action by virtue of this settlement.

(I) Precedential Value. This Agreement and any Order entered thereon shall have no precedential value or effect whatsoever, and shall not be admissible, in any other action or proceeding as evidence or for any other purpose, except in an action or proceeding to enforce this Agreement.

(J) No Waiver for Failure to Enforce. Failure by any party to enforce this entire Agreement or any provision thereof with respect to any deadline or other provision herein shall not be construed as a waiver of its right to enforce deadlines or provisions of this Agreement.

(K) Unforeseen Delay. If an unforeseen circumstance occurs that causes the State or ILS to fail to timely fulfill any requirement of this Agreement, the State shall notify the Plaintiff in writing within twenty (20) days after the State becomes aware of the unforeseen circumstance and its impact on the State's ability to perform and the measures taken to prevent or minimize the failure. The State shall take all reasonable measures to avoid or minimize any such failure. Nothing in this paragraph shall alter any of the State's obligations under this Agreement or Plaintiffs' remedies for a breach of this Agreement.

(L) No Third-Party Beneficiaries. No person or entity other than the parties hereto (a "third party") is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no such third party may assert any claim or right as a beneficiary or protected class under this Agreement. This Agreement is not intended to impair or expand the rights of any third party to seek relief against the State, any County, or their officials, employees, or agents for their conduct; accordingly, this Agreement does not alter legal standards governing any such claims, including those under New York law.

(M) Ineffectiveness Claims Unimpaired. Nothing in this Agreement is intended to, or shall be construed to, impair, curtail, or operate as a waiver of the rights of any current or former member of the Plaintiff Class with respect to such member's individual criminal case, including, without limitation, any claim based on ineffective assistance of counsel.

(N) Confidential Information Relating to Plaintiff Class Members. The parties acknowledge that privileged and confidential information of Plaintiff Class members, including documents and deposition testimony designated as confidential, information protected by the attorney-client privilege and/or work product doctrine, and documents revealing individuals' social security numbers, private telephone numbers, financial information, and other private and sensitive personal information, was disclosed and obtained during the pendency of this Action. None of the State Defendants or the Five Counties shall use or disclose to any person such documents or information except as required by law. If any of the State Defendants or the Five Counties receives a subpoena, investigative demand, formal or informal request, or other judicial, administrative, or legal process (a "Subpoena") requesting such confidential information, that party shall (1) give notice and provide a copy of the request to Plaintiffs as soon as practicable after receipt and in any case prior to any disclosure; (2) reasonably cooperate in any effort by Plaintiffs to move to quash, move for protective order, narrow the scope of, or otherwise obtain relief with respect to the Subpoena; and (3) refrain from disclosing any privileged or confidential information before Plaintiffs' efforts to obtain relief have been exhausted.

(O) Binding Effect on Successors. The terms and conditions of this Agreement, and the commitments and obligations of the parties, shall inure to the benefit of, and be binding upon, the successors and assigns of each party.

(P) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

(Q) Signatories. The undersigned representative of each party to this Agreement certifies that each is authorized to enter into the terms and conditions of this Agreement and to execute and bind legally such party to this document.

(R) Counterparts. This Stipulation may be executed in counterparts, and each counterpart, when executed, shall have the full efficacy of a signed original. Photocopies and PDFs of such signed counterparts may be used in lieu of the originals for any purpose.

(S) Covenant Not to Sue. Plaintiffs agree not to sue the State Defendants during the duration of this Agreement on any cause of action based upon any statutory or constitutional claim set forth in the Second Amended Complaint, except that Plaintiffs retain their rights to (1) restore this Action pursuant to paragraph X(C)(1); (2) commence a new action pursuant to paragraph X(C)(2); and (3) enforce the terms of this Agreement.

(T) Authority of ILS. The parties acknowledge that the New York Office of Indigent Legal Services and the Board of Indigent Legal Services have the authority to monitor and study indigent legal services in the state, award grant money to counties to support their indigent representation capability, and establish criteria for the distribution of such funds.

(U) ILS as Signatory to this Agreement. ILS is a signatory to this Agreement for the limited purpose of acknowledging and accepting its responsibilities under this Agreement.

XIV. DISCONTINUANCE WITH PREJUDICE

(A) Without delay after the State provides the notice specified by paragraph X(A)(2), a Stipulation and Order of Discontinuance substantially in the form attached hereto as Exhibit B, shall be executed by counsel for Plaintiffs, the State Defendants, and the relevant Ratifying Counties, and filed with the Court. Nothing in the Stipulation and Order of Discontinuance so filed is intended to bar or shall have the effect of barring, including by virtue of the doctrine of res judicata or other principles of preclusion, a new action, as permitted by paragraph X(C)(2), or any claims within that action. Nor shall anything in the Stipulation and Order of Discontinuance prevent any party from enforcing this Agreement.

(B) In the event that the Action is partially restored pursuant to paragraph X(C)(1), without delay after Plaintiffs provide notice as required by paragraph X(C)(1), the relevant parties shall confer and draft a stipulation of discontinuance that discontinues with prejudice all claims that are not restored pursuant to paragraph X(C)(1). Such stipulation shall be executed by counsel for Plaintiffs, the State Defendants, and the relevant Ratifying Counties, as appropriate, and filed with the Court. Nothing in such stipulation is intended to bar or shall have the effect of barring, including by virtue of the doctrine of res judicata or other principles of preclusion, a new action, as permitted by paragraph X(C)(2), or any claims within that action. Nor shall anything in such stipulation prevent any party from enforcing this Agreement.

XV. COUNTY APPROVAL

This Agreement shall not be binding on any County unless and until the required legislative approval in that County has been obtained and the Agreement has been signed on behalf of the County (in which case, a County may be referred to as a "Ratifying County"). In the event that any County's legislature does not approve this Agreement (a "Non-Ratifying County") and, as a result, one or more of the Counties does not become a party to this Agreement, the Agreement

shall nonetheless remain in effect and binding upon all the parties that have signed it, each of which shall perform all obligations hereunder owed to the other parties that have signed the Agreement. In the event a Non-Ratifying County fails to become a party to this Agreement, (1) this Action shall not be discontinued as against any Non-Ratifying County and Plaintiffs shall be free to pursue any claims they may have against such Non-Ratifying County and seek any and all relief to which Plaintiffs may be entitled, except insofar as such claims have been or may be dismissed pursuant to Plaintiffs' separate settlement agreements with Ontario County and Schuyler County; (2) any stipulation of discontinuance filed hereunder (including the Stipulation and Order of Discontinuance attached as Exhibit B) shall be modified to exclude any Non-Ratifying County and make clear that Plaintiffs' claims against such Non-Ratifying County are not discontinued; (3) each Non-Ratifying County shall be considered a third party pursuant to paragraph XIII(L) for purposes of this Agreement; and (4) the releases in paragraph XII(D) shall be ineffective as to such Non-Ratifying County. For the avoidance of doubt, as between Plaintiffs and the State: (a) the benefits of this Agreement, including, without limitation, the releases referred to in Section XII and the covenant not to sue referred to in paragraph XIII(S), shall accrue to the State and Plaintiffs, and (b) the State's and ILS's obligations relating to Sections III, IV, V, and VI shall remain in effect as to all Five Counties independent of County ratification of this Agreement.

XVI. COURT REVIEW AND APPROVAL

This Settlement Agreement is subject to approval by the Court pursuant to CPLR 908. In the event that the Court does not approve the Settlement Agreement, then the parties shall meet and confer for a period of 30 days to determine whether to enter into a modified agreement prior to the resumption of litigation. If the parties have not entered into a modified agreement within such 30-day period, then this Agreement shall become null and void, and the relevant parties shall request the case be restored to the trial calendar and shall be restored to the same positions in the litigation that they had immediately prior to October 21, 2014.

Attorneys for Plaintiffs

By: _____
CORBY STOUGHTON
CHRISTOPHER DUNN
MARIKO HIROSE
ERIN HARRIST
PHILIP DESGRANGES
DANA WOLFE

NEW YORK CIVIL LIBERTIES UNION FOUNDATION

Dated: 10/21/2014

Attorneys for Plaintiffs

SCHULTE ROTH & ZABEL LLP

By: _____
GARY STEIN
DANIEL GREENBERG
KRISTIE BLASE
MATTHEW SCHMIDT
DANIEL COHEN
AMANDA JAWAD
NOAH GILLESPIE
PETER SHADZIK

Dated: 10/21/2014

Attorneys for Defendant New York State and Governor Andrew M. Cuomo

ERIC T. SCHNEIDERMAN,
Attorney General for the State of New York

By: _____
ADRIENNE J. KERWIN, *Assistant Attorney General*

Dated: 10/21/2014

For Defendant Governor Andrew M. Cuomo

ANDREW M. CUOMO,
Governor of the State of New York

By: _____
SETH H. AGATA, *Acting Counsel to the Governor*

Dated: 10/21/2014

New York State Office of Indigent Legal Services

WILLIAM LEAHY,
Director

_____

Dated: 10/21/2014

DOC ID - 22028239 1

Attorneys for Defendant Onondaga County

GORDON J. CUFFY, County Attorney

_____

Dated: _____

Attorneys for Defendant Suffolk County

DENNIS M. BROWN, County Attorney

_____

Dated: _____

For Defendant Washington County

JAMES T. LINDSAY,
Chairman of the Board of Supervisors

_____

Dated: _____

Attorneys for Ontario County

JOHN PARK, County Attorney

By: _____
MICHAEL REINHARDT

Dated: _____

Attorneys for Schuyler County

GEOFFREY ROSSI, County Attorney

_____

Dated: _____

So Ordered.

Dated: _____

_____
HON. GERALD W. CONNOLLY

EXHIBIT A

AUTHORIZATION OF THE INDIGENT LEGAL SERVICES BOARD AND THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES CONCERNING SETTLEMENT OF THE *HURRELL-HARRING V. STATE OF NEW YORK* LAWSUIT

Pursuant to New York State Executive Law §832, the Office of Indigent Legal Services ("ILS") has the authority to act in pursuit of its statutory responsibility to make efforts to improve the quality of mandated legal representation in the state of New York. See §832 (1) and (3) (a) through (k). ILS has the further responsibility under §832 (3) (l) "to make recommendations for consideration by the indigent legal services board." ("the Board"). The Board has the authority "to accept, reject or modify recommendations made by the office[,]" §833 (7) (c); and once it has done so, the Office has a duty under §832 (3) (m) to execute its decisions. The Board and ILS have reviewed the agreement settling the action of Hurrell-Harring, et al. v. State of New York, et al., Index No. 8866-07 ("the Agreement"), and the State's obligations contained therein that are expressly intended for implementation by ILS. The Board and ILS acknowledge that those obligations constitute measures that, once implemented, will improve the quality of indigent legal services. Consequently, the Board accepts the recommendation of ILS that ILS implement the obligations under the Agreement and hereby authorizes and directs ILS to implement those obligations in accordance with the terms of the Agreement. The Board represents and warrants that it is authorized to take this action. Moreover, ILS represents and warrants that it has reviewed the obligations contained in the Agreement, and agrees to implement the obligations identified in the Agreement. The Board hereby authorizes ILS to sign the Agreement.

Dated: October 21, 2014

INDIGENT LEGAL SERVICES BOARD

By: John R Dunne

JOHN DUNNE, Board Member

Dated: October 21, 2014

OFFICE OF INDIGENT LEGAL SERVICES

By: William J. Leahy

WILLIAM LEAHY, Director

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

KIMBERLY HURRELL-HARRING; JAMES ADAMS; JOSEPH BRIGGS; RICKY LEE GLOVER; RICHARD LOVE; JACQUELINE WINBRONE; LANE LOYZELLE; TOSHA STEELE; BRUCE WASHINGTON; SHAWN CHASE; JEMAR JOHNSON; ROBERT TOMBERELLI; CHRISTOPHER YAW; LUTHER WOODROW OF BOOKER, JR.; JOY METZLER; VICTOR TURNER; EDWARD KAMINSKI; CANDACE BROOKINS; RANDY HABSHI; and RONALD McINTYRE, on behalf of themselves and all others similarly situated,

Plaintiffs,

-against-

THE STATE OF NEW YORK, GOVERNOR ANDREW M. CUOMO, in his official capacity, THE COUNTY OF ONONDAGA, NEW YORK, THE COUNTY OF ONTARIO, NEW YORK, THE COUNTY OF SCHUYLER, NEW YORK, THE COUNTY OF SUFFOLK, NEW YORK and THE COUNTY OF WASHINGTON, NEW YORK,

Defendants.

Index No. 8866-07

Connolly, J.

STIPULATION AND ORDER OF DISCONTINUANCE

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for all of the parties to the above-entitled action, and in accordance with the Stipulation and Order of Settlement dated as of [date], that, whereas no party hereto is an infant or incompetent person for whom a committee has been appointed, and no person not a party has an interest in the subject matter of the action, the above-entitled action is discontinued with prejudice pursuant to CPLR 3217 and CPLR 908.

Dated:_____

NEW YORK CIVIL LIBERTIES UNION
Attorneys for Plaintiffs

By:_____
COREY STOUGHTON
125 Broad St., 19th Floor
New York, New York 10004

Dated:_____

SCHULTE ROTH & ZABEL LLP
Attorneys for Plaintiffs

By:_____
KRISTIE M. BLASE
919 Third Avenue
New York, New York 10022

Dated:_____

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York
Attorney for Defendants State of New York and Governor Andrew M. Cuomo

By:_____
ADRIENNE J. KERWIN
The Capitol
Albany, New York 12224

Dated:_____

GORDON J. CUFFY, ESQ.
Attorney for Defendant Onondaga County

By:_____
CAROL RHINEHART
421 Montgomery Street
10th Floor
Syracuse, New York 13202

Dated:_____

FITZGERALD, MORRIS BAKER FIRTH P.C.
Attorneys for Defendant Washington County

By:_____
WILLIAM A. SCOTT
16 Pearl Street
P.O. Box 2017
Glens Falls, New York 12801

Dated:_____

DENNIS M. BROWN, ESQ.
Attorney for Defendant Suffolk County

By:_____
LEONARD KAPSALIS
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099

SO ORDERED

Dated: Albany, New York

ENTER:

HON. GERALD CONNOLLY
Acting Justice of the Supreme Court

Intro. Reso. No. 2004-14 Laid on Table 11/5/14
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING & APPROPRIATING A GRANT IN THE AMOUNT OF $198,900 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE 2014 BOMB SQUAD INITIATIVE PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Homeland Security and Emergency Services has made $198,900 in Federal pass-through funds from the 2014 State Homeland Security (SHSP) grant program available to Suffolk County for the 2014 Bomb Squad Initiative Program to be administered by the Suffolk County Police Department; and

WHEREAS, this program is designed to assist law enforcement in the detection, prevention, deterrence, and response to terrorist attacks and IED incidents; and

WHEREAS, the operational period of the Program will be from September 1, 2014 through August 31, 2016; and

WHEREAS, said grant funds have not been included in the 2014 Suffolk County Operating Budget; and

WHEREAS, said grant funds provide for the purchase of two (2) Specialized Vehicles which will enhance response to chemical, biological, radioactive, nuclear and explosives (CBRNE) events; and

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

1st **RESOLVED,** that the County Legislature hereby authorizes the fleet of the Suffolk County Police Department be increased by two (2) Specialized Vehicles capable of responding to CBRNE events, approved pursuant to Chapter 186-2 (b) (6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County vehicle standard, for use by the Emergency Service Section Bomb Squad of the Suffolk County Police Department; 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 the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the

Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

3rd **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows:

REVENUE:	AMOUNT
115-4383– Federal Aid: 2014 Bomb Squad Initiative	$198,900

ORGANIZATIONS:

Police Department (POL)
2014 Bomb Squad Initiative
115-POL-3721

2000 – Equipment	**$198,900**
2040 - Trucks, Trailers, and Jeeps	130,000
2500 – Other Equipment Not Otherwise	68,900

and be it further

4th **RESOLVED**, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Division of Homeland Security and Emergency Services.

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 XX Local Law ____ Charter Law

2. Title of Proposed Legislation

ACCEPTING & APPROPRIATING A GRANT IN THE AMOUNT OF $198,900 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE 2014 BOMB SQUAD INITIATIVE PROGRAM WITH 100% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX 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 5 is "yes", Provide Detailed Explanation of Impact

The resolution provides $98,900 for participation in the 2014 Bomb Squad Initiative Program. This grant will be used to purchase two specialized vehicles. Some additional indirect cost resulting from administrative oversight may be incurred by the County.

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

The funds provided by this grant must be expended between September 1, 2014 and August 31, 2016.

8. Proposed Source of Funding

Federal Pass-through funding from the New York State Division of Homeland Security and Emergency Services.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Principal Research Analyst	Stephanie Rubin for TS	10-23-14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Stephanie Rubino
10/28/14

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting & appropriating a grant in the amount of $198,900 in Federal pass-through funding from the New York State Division Of Homeland Security and Emergency Services for the 2014 Bomb Squad Initiative program with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $198,900 in grant funding to support the purchase of specialized equipment designed to sustain the Suffolk County Police Department Bomb Squad's capabilities in the areas of detection, prevention, deterrence, and response to terrorist attacks.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept pass-through Federal funding in the amount of $198,900 to be used to sustain the Suffolk County Police Department Bomb Squad's capabilities in the areas of detection, prevention, deterrence, and response to terrorist attacks.

JUSTIFICATION: The Police Department responds to terrorist and Improvised Explosive Device (IED) events. In order to be effective in the areas of detection, prevention, deterrence, and response with regard to these events it is necessary that the Department be adequately equipped and trained. This funding will support the purchase of specialized equipment to insure the safety of the citizens of Suffolk County and the officers charged with their protection.

FISCAL IMPLICATIONS: None

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE 10/23/14

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: **2014 Bomb Squad Initiative**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) The Homeland Security Act of 2002, Public Law 107-296; Implementing Recommendations of 9/11 Commission Act of 2007, Public Law 110-53; Department of Homeland Security Appropriations Act of 2013, Public Law 113-6, administered by the NYS Division of Homeland Security and Emergency Services

3. Grant/Contract Status (Check One Box)
A. __New Program Application
B. _X__Renewal Application
C. ___Supplemental (Specify) _____
D. ___Extension of Funding Period
E. ___Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.).
Grant funding will allow the Suffolk County Police Department Bomb Squad to sustain its capabilities with regard to detection, prevention, deterrence, and response to terrorist attacks and IED incidents through the purchase of specialized equipment.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

II. BUDGET INFORMATION

1. Term of Contract From: 09/01/2014 To: 08/31/2016

2. Financial Assistance Requested

SOURCE	*SEVENTH FUNDING CYCLE*		*EIGHTH FUNDING CYCLE*		*NINTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$135,000	100%	$218,925	96.41%	$198,900	100%
State	$	%	$	%	$	%
Private	$	%	$	%	$	%
County	$	%	$8,141	3.59%	$	%
Total	$135,000	100%	$227,066	100%	$198,900	100%

3. Explanation of Requested County Financial Assistance			
Category	***Total Requested***	***Personnel Costs Requested***	***Non-Personnel Costs Requested***
TOTAL COUNTY SHARE:	$	$	$
A. Cash Contribution	$	$	$
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0	5. Can This Program Be Refunded by the Proposed Non-County Sources? X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved / Disapproved	2. Signature of Coordinator	3. Date

4. Comments

5. Budget Office Review:	Approved / Disapproved	6. Signature of Budget Director	7. Date

8. Comments

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries				
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2040 Trucks, Trailers and Jeeps 2070 Cameras and Photographic 2090 Radio and Communication 2500 Other Equip Not Otherwise	**198,900** 130,000 68,900			
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3120 Small Tools & Automotive Maintenance 3160 Computer Software 3190 Tools & Implements 3330 Food 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph 4015 Cellular Communications 4210 Computer Services				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4770 Special Services				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance				
OTHER (List Source & Brief Explanation)				

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES					Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %			
				GRANTOR	COUNTY	IN-KIND	
None							

SCIN Form 164D (10-80)

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 Contact Person (Name & Phone No.)
Suffolk County Police Department 30 Yaphank Avenue, Yaphank, NY 11980	Sarah Furey, Senior Grants Analyst (631) 852-6042

Resolution Involves:

____ Technical Amendment	____ New Program
__X__ Grant Award	____ Contract (New__ Rev.__)

Explanation of Proposed Resolution

Accepting and appropriating a grant in the amount of $198,900 from the New York State Division of Homeland Security and Emergency Services for the 2014 Bomb Squad Initiative program in Suffolk County with 100% support.

Summary of Resolution Benefits

Acceptance of these grant funds will enable the Suffolk County Police Department's Emergency Service Section Bomb Squad to sustain its ability to detect, prevent, deter, and respond to terrorist attacks and IED incidents through the purchase of specialized equipment.

SCIN FORM NO. 175a (1/97) Prior editions of this form are obsolete.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law ___ Charter Law ___

2. Title of Proposed Resolution
   Accepting & appropriating a grant in the amount of $198,900 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the 2014 Bomb Squad Initiative Program with 100% support.

3. Purpose of Proposed Legislation
   To accept $198,900 from the New York State Division of Homeland Security and Emergency Services which will provide for specialized equipment purchases designed to sustain the ability of the Suffolk County Police Department's Emergency Service Section Bomb Squad to detect, to prevent, to deter, and to respond to terrorist activities and IED incidents.

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 answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:
   Program is 100% funded by grantor.

8. Proposed Source of Funding
   New York State Division of Homeland Security and Emergency Services

9. Timing of Impact
   Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause Grants Analyst		10/23/14

SCIN FORM NO. 175b (10/95)

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor | Jerome M. Hauer Ph.D., MHS, Commissioner

August 21, 2014

Honorable Steven Bellone
Suffolk County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788

Dear Mr. Bellone: Steve

I am pleased to announce that the NYS Division of Homeland Security and Emergency Services (DHSES) is awarding Suffolk County $198,900 under the FY2014 Bomb Squad Initiative Grant Program. Funding for this initiative is provided by the federal Department of Homeland Security's State Homeland Security Program (SHSP). The performance period for this award is September 1, 2014 through August 31, 2016.

A representative from DHSES' Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Ms. Shelley Wahrlich at (518) 402-2123.

Congratulations on your award! We look forward to working with you to administer this program.

Sincerely,

Jerome M. Hauer, Ph.D., MHS
Commissioner

cc: Lt. Kevin J. Burke, Suffolk County Police Department

1220 Washington Avenue, State Office Building Campus
Building 7A, Suite 710
Albany, NY 12242

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C152841 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAMS: WM2014 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM14152841
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809	INITIAL CONTRACT PERIOD: FROM 09/01/2014 TO 08/31/2016 FUNDING AMOUNT FOR INITIAL PERIOD: $198,900.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: N/A (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: , Date:

State 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".

GRANTEE:

BY: Mr. Dennis M. Cohen , Chief Deputy County Executive Date:

ATTORNEY GENERAL'S SIGNATURE	COMPTROLLER'S SIGNATURE
_____ Title: _____ Date: _____	_____ Title: _____ Date: _____

Budget Summary by Participant

Suffolk County
Suffolk County Police Department - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	CBRNE Response Vehicle and related equipment	12VE-00-MISS	2	$65,000.00	$130,000.00	$130,000.00	$0.00
2	T-3 Pan Disrupter kit and Laser Kit	02EX-02-TLPB	1	$11,000.00	$11,000.00	$11,000.00	$0.00
3	Robotex Avatar Robot	02EX-02-TLPB	1	$30,000.00	$30,000.00	$30,000.00	$0.00
4	EOD 9 bomb suit, helmet and visor	02PE-01-RCON	1	$27,900.00	$27,900.00	$27,900.00	$0.00
	Total				$198,900.00	$198,900.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$198,900.00	$198,900.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$198,900.00	$198,900.00	$0.00

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

1. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in

accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's 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 email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges hat it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

Reimbursement requests need to include the following documents:

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

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

3. Interim and/or Final Claims for Reimbursement

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

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

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the ıayment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in vriting of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress eports are overdue, vouchers will not be eligible for prompt payment.

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

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

I. REPORTING PROVISIONS

. Required Reports:

arrative/Qualitative Report (Progress Report)

he Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section (G)(2)(a)(i) of Appendix A-1 of the Contract.

xpenditure Report (Fiscal Cost Report)

he Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, ıe report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

inal Report

he Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 ays after the end of the contract period.

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

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

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

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

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

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

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

Rev. 05/2013

Certified by - on

)bjective #1

ş & T Workplan Code - 18. Establish/enhance explosive ordnance disposal units/bomb squads.

ıvestment Justification - Counter-Terrorism and Law Enforcement

'arget Capability

'rimary - Explosive Device Response Operations

To enhance explosive ordnance disposal units/bomb squads (1.11).

Task #1 for Objective #1

Purchase allowable bomb squad related equipment. Train appropriate personnel in the proper use of the equipment and place the ıquipment in service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced explosive ordnance disposal/bomb squad capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Award Contract **SHSP**

Project No.	**Grantee Name**	
BS14-1010-D00	Suffolk County	10/23/2014

APPENDIX A-1
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

ıpproved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State ıgrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, t shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

3udget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does ıot affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the 3tate Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, ɜqual to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five nillion dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in \ppendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on he face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and ımendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other \ppendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1) Appendix A-1
2) Modifications to the Face Page
3) Modifications to Appendices B, C and D
4) The Face Page
5) Appendices B, C and D
6) Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is made under the aws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of :he State of New York.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the nitial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

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

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

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

K. Notice:

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

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

) by personal delivery;
) by expedited delivery service; or
) by e-mail.

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

) The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States s their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the ther party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for ıe purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes f implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or ıgainst any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include ommencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any elief from any of the federal government, the State of New York, DHSES or any county or other local government entity.

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

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

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

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[1]

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

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

M. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix.

C. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

2) Renewal Notice to Not-for-Profit Contractors:

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

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

C. Termination:

1) Grounds:

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

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

) Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the ontractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the ontractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal r equitable remedies for breach.

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

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

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

) Notice of Termination:

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

personal messenger service; or
. certified mail, return receipt requested and first class mail.

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

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

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

i) Effect of Notice and Termination on State's Payment Obligations:

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

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

ɬ) Effect of Termination Based on Misuse or Conversion of State or Federal Property:

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

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

) the return of any real property or equipment purchased under the terms of the Contract; or
:) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Jothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

). Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the ›vent of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon ssuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to eimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal vritten notice authorizing a resumption of performance under the Contract.

II. PAYMENT AND REPORTING

\. Terms and Conditions:

) In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to ›xceed the amount noted on the Face Page.

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

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

4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is ›xpressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating ;ircumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic ›ayments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at ›punit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any ⁄ouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except vhere the Director has expressly authorized payment by paper check as set forth above.

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

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

7) Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with ıot-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

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

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

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

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

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

. Claims for Reimbursement:

) The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in ccordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

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

) Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor hall comply with the appropriate following provisions:

) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as letailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher laims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth n Section III(A)(3) herein.

) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as letailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher laims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth n Section III(A)(3) herein.

) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as letailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually oucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[2] Requests for payment based upon an event or milestone may be either severable or umulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall e made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[3] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall e payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[4] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[5] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:[6] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

1) In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

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

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

G. Program and Fiscal Reporting Requirements:

1) The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C

Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

) Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

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

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

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

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

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

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

) If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

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

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

H. Notification of Significant Occurrences:

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

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

Additional Terms:

) The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by etter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not perational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES xplaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the roject beyond the 90-day period when warranted by extenuating circumstances.

) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the ommissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York tate, integrity, experience, ability prior performance, and financial capacity.

) The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities nder this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In he event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance f the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the ommissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the ontract.

) Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the ontract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor s determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his r her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available egal or equitable remedies for breach.

) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). HSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page ereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other ource for Contractor costs and services pursuant to this Contract.

) The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit nd non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related xpenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as efined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the pproved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

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

6) The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7) Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a) A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for

selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

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

d) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e) A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(I)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

a) DHSES shall provide the Contractor with written notice of noncompliance.

b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

l0) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added o the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i) By entering into this Contract, Contractor (or any assignee) 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

i) 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.

i) During the term of the Contract, should DHSES 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.

l) DHSES 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.

V. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

\. Contractor as an Independent Contractor/Employees:

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

:) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

3. Subcontractors:

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

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

ther provisions which are required to be included in subcontracts pursuant to the terms herein.

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

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

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

) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to)HSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet laim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. ubcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for eimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-ayment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the ontractor by said due date.

. Use of Material, Equipment, or Personnel:

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

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

). Property:

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

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

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

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

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

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

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

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

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

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

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

) For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the ontract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained erein.

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

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

:. Records and Audits:

) General:

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

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

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

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

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

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

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

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

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

2) Cost Allocation:

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

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

) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT EQUIREMENTS) of this Appendix A-1.

. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, nd their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential nformation) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The ontractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized isclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General usiness Law Section 899-aa; State Technology Law Section 208).

. Publicity:

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

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

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

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

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

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

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York,

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

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

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

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

3) The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

1) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2) any debts owed for UI contributions, interest, and/or penalties;
3) the history and results of any audit or investigation; and
4) copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

'. Consultant Disclosure Law:[7] If this is a contract for consulting services, defined for purposes of this requirement to include nalysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental ealth services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State inance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the equirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of ivil Service and the State Comptroller.

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

. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-unded grants only)

) General Provisions

) The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a alue (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other ondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES ı the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities ɔr minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business nterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these ɜquirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by lew York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a reach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this ppendix or enforcement proceedings as allowed by the Contract.

) Contract Goals

) For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises MWBE') participation which are specified in the contract workplan.

) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in ıe contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following ıternet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp. Additionally, Contractor is encouraged to contact ıe Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss dditional methods of maximizing participation by MWBEs on the Contract.

) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' ɔ provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with ɜection 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and ıtentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of ontract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

) Equal Employment Opportunity (EEO)

) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of linority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or rovisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

) Contractor shall comply with the following provisions of Article 15-A:

Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and ɣomen are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, lisability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, ıromotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

i. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

ɣ. The Contractor's EEO policy statement shall include the following, or similar, language:

ı. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national ɔrigin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group nembers and women are afforded equal employment opportunities without discrimination, and shall make and document its ɔonscientious and active efforts to employ and utilize minority group members and women in its work force.

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

ɔ. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a ɔollective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, ɔr 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.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d) Workforce Employment Utilization Report

. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

i. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

ii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4) MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5) Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6) MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day f the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards chievement of the MWBE goals of the Contract.

) Liquidated Damages - MWBE Participation

) Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to omply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE articipation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as quidated damages and/or provide for other appropriate remedies.

) Such liquidated damages shall be calculated as an amount equaling the difference between:

. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
.. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have ot been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are ssessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of ne Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which vent the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

) M/WBE AND EEO Policy Statement

) The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services endered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b)This organization shall state in all solicitation 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 disability or marital status.

c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized epresentative 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 this organization's obligations herein.

d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner hat the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan espectively, that have been submitted with the application for this contract.

/. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with he purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with nstitutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to he federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on hese advanced funds. The Contractor may keep interest earned up to $100 per federal fiscal year if a local unit of government and $250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all nterest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

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

2) Cost Principles:

a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

) Audit Requirements:

) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (for audits of fiscal years beginning prior) December 26, 2014)

) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for audits of scal years beginning on or after December 26, 2014)

. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority rms, women's business enterprises, and labor surplus area firms are used when possible.

) Affirmative steps shall include:

) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential ources;

) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small nd minority business, and women's business enterprises;

) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, nd women's business enterprises;

) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of his section.

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

H. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

I. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend $500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

I. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to)HSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient hat is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not mited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded)rojects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and nterest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees hat are generated would be considered program income. Interest earned on grant funds is not considered program income unless pecified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program ncome (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

C. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by)HSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly greed otherwise in a written instrument signed by them.

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

!) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, onexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any vork developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) alendar days of completion. Any document generated pursuant to this grant must contain the following language:

This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services nd the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily epresent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

.. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single equirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor eceives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate hart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate eases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific rior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;

Dollar limitation of the Contract;
Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
Applicable federal and/or State cost principles to be used in determining allowable costs; and
Property Records or Equipment Inventory Reports.

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

N. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

O. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

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

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

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

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

Q. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

R. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

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

A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

Fee for Service is a rate established by the Contractor for a service or services rendered.

Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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

Not applicable to not-for-profit entities.

/ER 07/14

Certified by - on

Award Contract **SHSP**

Project No.	**Grantee Name**	
BS14-1010-D00	Suffolk County	10/23/2014

Special Conditions

. ALL GRANT FUNDS:
A. Permissible Use of Funding
1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the HSGP application kit, which can be located at http://www.fema.gov/government/grant/hsgp/index.shtm.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at http://www.dhses.ny.gov/planning/#strat.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements
1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases
1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (https://www.llis.dhs.gov/knowledgebase).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through

)HSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory ınd/or DHS-adopted standards to be eligible for purchase using HSGP funds.
ı. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that ıll interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 :ompliant equipment is a recommended technology to achieve emergency interoperable communications.

). Training & Exercise Related Activities
. Any non-DHS training course to be supported by this award must be submitted to DHSES for approval.
:. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation 'rogram (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every ıxercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of :ompletion of the exercise.
ı. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine ıow the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the :ounty with a completed paper copy of the NIMSCAST report.

:. Law Enforcement Requirements
. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response ıitiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the ;tate and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, ıformation sharing, investigation, equipment acquisition, and response functions.
:. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the ;tate's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement ystems, and the New York State Intelligence Center (NYSIC), is accomplished.
ı. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field ıtelligence Officer (FIO) Program.

:. EHP Requirements
. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements ınd shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental 'olicy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands 11990) and Environmental Justice (12898).
:. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal unding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, ıcluding but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings hat are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
ı. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
ı. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if ıny potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify :EMA and the appropriate State Historic Preservation Office.
ı. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in ıon-compliance finding. For your convenience, the screening form is available at: http://www.dhses.ny.gov/grants/#ehp

3. Equipment Maintenance Requirements
ı. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and eport such expenditures in fiscal and program reports.

ı. New York State Emergency Management Certification and Training Program
ı. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program :EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will ɔe made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent ɜmergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly ɜpproved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
ı. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later :han 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to)HSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be 'equired to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after :he training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also

equires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with he EMC Training Program requirements not later than 180 days after taking office.

3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.

4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of he grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any hreats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding hose identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

I. ADDITIONAL REQUIREMENTS FOR TARGETED GRANT PROGRAMS:

A. Bomb Squad Initiative

1. All Bomb Squads awarded grant funds by DHSES are required to send at least one representative to the Bomb Squad Symposium each year.

2. All bomb squads awarded grant funds by DHSES are required to use the Bomb Arson Tracking System (BATS) to account for heir squad's incidents.

COUNTY OF SUFFOLK

STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT
MEMORANDUM

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

FROM: **Mark White, Chief of Support Services**
Suffolk County Police Department

DATE: **October 23, 2014**

SUBJECT: **Resolution Packets & SCIN Forms for**
The 2014 Bomb Squad Initiative grant program
DHSES # WM14152841

Attached please find the following for the New York State Division of Homeland Security and Emergency Services sponsored 2014 Bomb Squad Initiative grant program:

- Draft Grant Resolution
- Memorandum of Support
- Grant SCIN Forms
- Request for Introduction of Legislation
- Financial Impact Statement
- Copy of the proposed contract between Suffolk County and the New York State Division of Homeland Security and Emergency Services

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. The original grant contract will be submitted to your office upon approval of the resolution.

If it is possible to have this resolution laid on the table at the November 5, 2014 meeting and voted on during the November 18, 2014, meeting we would appreciate it.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042, or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.

MW/sck
Att.

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Evelyn Creen, Senior Federal & State Aid Claims Examiner
Howard Ryan, Accountant, Federal & State Aid

Intro. Reso. No. 2005-14 Laid on Table 11/5/14
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $133,825 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE TO ENFORCE MOTOR VEHICLE PASSENGER RESTRAINT AND AGGRESSIVE AND DISTRACTED DRIVING REGULATIONS WITH 77.55% SUPPORT

WHEREAS, the State of New York Governor's Traffic Safety Committee (GTSC) has awarded $133,825 in Federal Highway Safety pass-through funds to the Suffolk County Police Department to continue its initiative to target enforcement of motor vehicle passenger restraint regulations and aggressive and distracted driving regulations; and

WHEREAS, the operational period for this program will be from October 1, 2014, through September 30, 2015; and

WHEREAS, said grant funds totaling $133,825 have not been included in the 2014 Suffolk County Operating Budget; now, therefore, be it

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows:

REVENUE:	AMOUNT
115-4344-Federal Aid: Police Traffic Services (PTS) 2015	$133,825

ORGANIZATIONS:

Police Department (POL)
Police Traffic Services (PTS) 2015
115-POL-3720

1000-Personal Services	$133,825
1120-Overtime Salaries	133,825

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $38,742 associated with the overtime salaries for this grant are included in the 2014 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the State of New York Governor's Traffic Safety Committee.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating a grant in the amount of $133,825 in Federal pass-through funding from the State of New York Governor's Traffic Safety Committee to enforce motor vehicle passenger restraint and aggressive and distracted driving regulations with 77.55% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $133,825 in grant funding to support the Suffolk County Police Department's program to target motor vehicle passenger restraint and aggressive and distracted driving enforcement Suffolk County.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept Federal pass-through funding in the amount of $133,825 to be used to support enhanced enforcement of motor vehicle passenger restraint and aggressive and distracted driving in Suffolk County.

JUSTIFICATION: The Suffolk County Police Department enforces NYS Vehicle and Traffic Law regulations with regard to motor vehicle passenger restraint and aggressive/distracted driving in Suffolk County. Acceptance of this funding will support enhanced efforts to enforce laws and regulations concerning motor vehicle passenger restraint and aggressive/distracted driving in Suffolk County.

FISCAL IMPLICATIONS: Non-reimbursable employee benefit costs of approximately $38,742 will be incurred through September 30, 2015. Additional costs will only be incurred if the program receives funding in subsequent years.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 10/22/14
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Sarah Furey Senior Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: Police Traffic Services (PTS) 2015

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Moving Ahead for Progress in the 21st Century (P.L. 112-141), Title I- Motor Vehicle and Highway Safety Improvement Act of 2012, Section 31105 , 23 U.S.C 402. administered by the New York State Governor's Traffic Safety Committee

3. Grant/Contract Status (Check One Box)
A. __New Program Application
B. __X_ Renewal Application
C. ___Supplemental (Specify) _____
D. ___Extension of Funding Period
E. ___Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
Funding will allow the Suffolk County Police Department to continue to perform targeted enforcement of motor vehicle passenger restraint and aggressive and distracted driving regulations.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

II. BUDGET INFORMATION

1. Term of Contract From: 10/01/14 To: 09/30/15

2. Financial Assistance Requested

SOURCE	*FIRST FUNDING CYCLE*		*SECOND FUNDING CYCLE*		*THIRD FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$132,020	77.45%	$133,825	77.55%	$	%
State	$		$	%	$	%
Private	$	%	$	%	$	%
County	$38,447	22.55%	$38,742	22.45%	$	%
Total	$170,467	100%	$172,567	100%	$	%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$38,742		$38,742
A. Cash Contribution	$38,742	$	$38,742
B. In-Kind Contribution	$0	$0	$0

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved _____ Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved _____ Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	**133,825** 133,825			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		**38,742** 36,802 1,940		These expenses are not eligibile for funding under this program.
OTHER (List Source & Brief Explanation)				

I certify that the above in-kind contribution are not currently being used to support other grants

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES					
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %			
				GRANTOR	COUNTY	IN-KIND	
Police Officer	6	$93.714/HR OT	Various	100%			
Sergeant		$110.54/HR OT	Various	100%			

SCIN Form 164D (10-80)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law ___ Charter Law ___

2. Title of Proposed Resolution
   Accepting & appropriating a grant in the amount of $133,825 in Federal pass-through funding from the State of New York Governor's Traffic Safety Committee, to enforce motor vehicle passenger restraint and aggressive and distracted driving regulations with 77.55% support.

3. Purpose of Proposed Legislation
   To accept $133,825 from the State of New York Governor's Traffic Safety Committee to continue to fund the Suffolk County Police Department's initiative targeting enforcement of motor vehicle passenger restraint regulations and aggressive and distracted driving regulations.

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 answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:

   Non-reimbursable employee benefit costs of approximately $38,742 will be incurred through September 30, 2015. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding
   National Highway Traffic Safety Administration, Department of Transportation, passed through the State of New York Governor's Traffic Safety Committee.

9. Timing of Impact
   Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause Grants Analyst		10/22/14

SCIN FORM NO. 175b (10/95)

STATE OF NEW YORK
GOVERNOR'S TRAFFIC SAFETY COMMITTEE
DEPARTMENT OF MOTOR VEHICLES

ANDREW M. CUOMO
Governor

BARBARA J. FIALA
Chair

October 6, 2014

Sarah Furey
Sr. Grants Analyst
Suffolk County Police Department
30 Yaphank Avenue
Yaphank, NY 11980-9641

RECEIVED
OCT 15 2014
BUDGET

Re: PTS-2015-Suffolk Co PD -00233-(052)
Police Traffic Services
DMV01-C002194-3700393
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2014

Dear Ms. Furey:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Suffolk County Police Department has been awarded $133,825 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce aggressive, speeding, distracted and other dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes.

The enclosed contracts **must** be received by our office no later than November 20, 2014. If we have not heard from the Suffolk County Police Department to the contrary, or if the contracts are not received by this date, the contract will be suspended effective November 21, 2014 – January 5, 2015. Contracts will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Barbara J. Fiala

Barbara J. Fiala
Chair and
Commissioner of Motor Vehicles

BJF:mr
Enclosure
cc: Michael Wilcken

6 Empire State Plaza, Albany, NY 12228
Telephone: (518) 474-5111 & 474-5777 □ Fax: (518) 473-6946

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Governor's Traffic Safety Committee 6 Empire State Plaza Room 410 B Albany, NY 12228	BUSINESS UNIT/DEPT. ID: DMV01/3700393 CONTRACT NUMBER: C002194 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: SUFFOLK COUNTY OF	TRANSACTION TYPE: ☑ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Police Traffic Services
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000000809 Federal Tax ID Number: 11-6000464 DUNS Number (if applicable): 103800934	AGENCY IDENTIFIER: PTS-2015-Suffolk Co PD -00233-(052) CFDA NUMBER (Federally Funded Grants Only): 20.600
CONTRACTOR PRIMARY MAILING ADDRESS: SUFFOLK CO-009 330 CENTER DRIVE RIVERHEAD, NY 11901-3311 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☑ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality, Code: 470100000000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 10/01/2014 To: 09/30/2015

CURRENT CONTRACT PERIOD:

From: 10/01/2014 To: 09/30/2015

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

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

CURRENT: $ 133,825

AMENDED:

FUNDING SOURCE(S)

- ☐ State
- ☑ Federal
- ☐ Other

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

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

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

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

CONTRACTOR:	STATE AGENCY:
SUFFOLK COUNTY OF	New York State Governor's Traffic Safety Committee
By:_____	By:_____
_____ Printed Name	Mary Arthur Printed Name
Title:_____	Title: Program Manager
Date:_____	Date:_____

STATE OF NEW YORK

County of_____

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

(Notary)_____

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
_____	_____
_____ Printed Name	_____ Printed Name
Title:_____	Title:_____
Date:_____	Date:_____

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

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

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

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

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

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

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

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

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

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

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

J. Notice:

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

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

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. *Grounds*:

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

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

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

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

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

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

2. *Notice of Termination*:

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

(i) personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

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

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

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

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

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

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

B. Advance Payment and Recoupment:

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

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

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

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

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

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

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

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

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

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

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

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

C. Use Of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:

1. *General*:

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

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

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

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

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

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

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

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

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

2. ***Cost Allocation***:

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

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

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

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

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

G. Publicity:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

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

4. copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

The Police Traffic Services grant program will provide funding to law enforcement agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. Participation in the national Click it or Ticket seat belt enforcement mobilization is required, as is having a current mandatory seat belt use policy in place for police officers of the department. The budget should be justified and reasonable and only include allowable costs.

The general principals used by this federal program to determine if costs are eligible for reimbursement include the following. Costs charged to the grant need to be necessary, reasonable and allocable. Activities and items being charged to the grant must be directly related to the approved project's objectives. Approved expenses must be incurred during the grant period and any items purchased must be received before the end grant period. The deadline for submitting claims for reimbursement of project costs is October 31. All allowable costs incurred during the grant year for use during the period October 1 to September 30, must be claimed on a claim and submitted to GTSC by October 31. NHTSA will not reimbursement late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. Claims must be submitted on a quarterly basis.

Any changes to the approved budget must be requested by submitting a budget modification request in the Grants Gateway. You MUST wait for approval before incurring costs. The dollar amount of the grant award can NOT be increased.

As this is a grant reimbursement program, vouchers must be submitted quarterly for the exact amount of the expenditures in the Grants Gateway. A signed copy of the voucher and the invoices must be submitted for commodities and equipment purchased by mail to the GTSC at 6 Empire State Plaza, Room 410B, Albany NY 12228.

Commodity orders and equipment required to conduct the project activities as described in the approved grant budget must be ordered and received by July 31. Equipment that costs $5,000 or more per item needs written approval from the GTSC and the NHTSA before it is purchased.

Promotional items and activities must directly relate to the project objectives and contain a traffic safety message. All public awareness media or promotional campaigns and public information and educational (PI&E) materials developed using grant funds must be reviewed and approved by the GTSC BEFORE they are ordered.

For police personal services reimbursement, we recommended the form, "Itemized Listing of Enforcement Hours" (PS-1), be submitted with the claim. Agency must request reimbursement for actual individual officer pay rates. For non-enforcement personal services, the "Itemized Listing of Personal Services for Non-Enforcement" (PS-1ne) may be used. For Personal Activity Reporting of full time employees who are partially funded by a GTSC grant, the Personal Activity Report Time Record form may be used. These forms are available to download on the SafeNY.ny.gov "Forms" page.

All purchases with grant funds are subject to prior approval by the GTSC before your reimbursement vouchers are paid. You must receive prior approval from the GTSC before making any purchases not listed on your budget summary.

Progress reports are due on the following schedule: mid-year due April 15, final due October 15.

The GTSC has the right to conduct on-site monitoring of grant funded projects during the project period or within 3 years after the end of the project period. The staff of the GTSC will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Any contract resulting from this RFA will be effective only upon approval by the NYS Office of the State Comptroller. Contracts will be for one-year periods.

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS

DATE OF PROJECT - Projects are funded for one year, based on the availability of federal funding and each project period must coincide with the federal fiscal year, with an October 1 start date and an ending date of September 30. A new application must be submitted each year.

PAYMENTS - This is a reimbursement program. The applicant incurs the costs of the project and is reimbursed by the GTSC though the New York State Comptroller according to the approved budget. All costs must be documented and the reimbursement request must be submitted through eGrants. The claim for payment form generated through eGrants must be signed and submitted with supporting backup documentation. Any changes in the approved budget must be submitted though eGrants to the GTSC for approval before the costs are incurred and the reimbursement requested.

Commodity orders and equipment required to conduct the project activities as described in the proposal must be ordered and received by July 31.

The deadline for submitting claims for reimbursement requests of project costs is October 31. All allowable costs incurred during the grant year for use during the period of October 1 to September 30, must be claimed and submitted to GTSC by October 31. NHTSA will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. Claims must be submitted quarterly.

For police personal services reimbursement, we recommended the form, "Itemized Listing of Enforcement Hours" (PS-1), be submitted with the claim. Grantee agency must request reimbursement for actual individual officer pay rates. For non-enforcement personal services, the "Itemized Listing of Personal Services for Non-Enforcement" (PS-1ne) may be used. For Personal Activity Reporting of full time employees who are partially funded by a GTSC grant, you may use the Personal Activity Report Time Record form. These forms are available to download on the SafeNY.ny.gov "Forms" page.

All Public Information & Educational (PI&E) materials, products, or campaigns developed for this program must be directly related to the approved project activities and must have prior approval by the GTSC for content and text or be subject to non-reimbursement. Materials must include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee".

REPORTING - The GTSC requires progress on all funded projects, twice annually; the semi-annual report due on April 15 for the first six months of the project activates and the final report by October 15, for second half activity and the final report. Reports must be submitted through the grant system. If an agency did not conduct grant funded activity during period, a report stating so is still required. GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report outside of the regular reporting format.

FEDERAL POLICY - Policies and procedures of the following federal regulations may be applicable:
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title49/49cfr18_main_02.tpl ; Uniform Procedures for State Highway Safety Programs 23 CFR Part 1200; http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div5&view=text&node=23:1.0.2.13.1&idno=23; Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards 2 CFR Part 220; http://www.ecfr.gov/cgi-bin/text-idx?SID=36766b4d82ebca47caae047cb4606343&node=2:1.1.2.1.1&rgn=div5

Grantees must also be aware of the specific certifications and assurances that are imposed upon them as part of the above regulations, refer to http://www.ecfr.gov to review these Federal rules, they are:

Hatch Act,
Common Rule,
Nondiscrimination,
Buy America Act,
Certification Regarding Federal Lobbying,
Restriction on State Lobbying, and
Certification Regarding Debarment and Suspension

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Police Traffic Services

CONTRACTOR SFS PAYEE NAME: Suffolk County Of

CONTRACT PERIOD: From: 10/1/2014

To: 9/30/2015

CATEGORY OF EXPENSE GRANT	GRANT FUNDS
1. Personal Services	
a) Salary Overtime	**$ 133,825**
b) Fringe	**$ 0**
2. Non Personal Services	
a) Commodities conference expenses	**$0**
b) Travel In-State	**$0**
c) Travel Out-of-State	**$0**
d) Equipment	**$0**
e) Other Costs	**$0**
Subtotal	**$00**
TOTAL GRANT AWARD	**$133,825**

Contract Number: # C002194

ATTACHMENT C – WORK PLAN
SUMMARY

PROJECT NAME: Police Traffic Services

CONTRACTOR SFS PAYEE NAME: Suffolk County Of

CONTRACT PERIOD: From: 10/1/2014

To: 9/30/2015

Address how your agency will participate in the Click It or Ticket enforcement mobilization that will take place in 2015.

Define Your Specific Problem(s):
From your agency's crash and enforcement records, community concerns and officer input identify the traffic safety problem(s) that you will address in your PTS project. Include the size and scope of your problem(s), (supported by departmental data) including specific locations, times of day, days of week and contributing violations.

State Your Project's Objective(s):
Explain what you intend to accomplish as a result of this project. Your objective(s) should be: specific, one particular activity or task per objective; measurable, use a number or a percentage to demonstrate the change you intend to make, action oriented, this relates to the activity that you will undertake and will be expanded upon in the following enforcement strategy section; realistic, design your objective to be challenging yet achievable; and timely, provide a time period for the completion of the activity and the comparison of data. Depending on the scope of your problem, you may have one or more objectives.

Enforcement Strategy:
Explain how you intend to achieve your objectives: Use your problem identification as a basis to note and explain how your traffic law enforcement patrol tactics and strategies will be designed to reduce your traffic safety problem(s) and achieve your the objective(s).

Evaluation:
Explain how you will measure the outcome or results of your proposed project's activities. Your objectives can provide the basis for the evaluation process.

SEE ATTACHED WORK PLAN

Address how your agency will participate in the Click It or Ticket enforcement mobilization that will take place in 2015:

The Suffolk County Police Department's seven precincts and Highway Patrol Bureau will participate in the Click It of Ticket seat belt and child passenger seat enforcement mobilization during the designated mobilization period in 2015 as well as conduct enforcement during the rest of the year. Precinct commanders use their discretion as to types of enforcement based on issues and conditions in their precincts. Enforcement activities include checkpoints as well as saturation patrols. Checkpoints are often preferred due to high visibility. Joint operations with other entities are encouraged. Officers will be assigned to dedicated enforcement on overtime status.

Define Your Specific Problem(s):

In 2013, Suffolk continued to have more licensed drivers and registered vehicles than any other county in New York State, with 9.6% of all licensed drivers and 11.4% of registered vehicles. (NYS DMV 2013 License and Registration data). Suffolk is over-represented in total and fatal crashes in the state, with 9.9% of total (second in NYS) and 12.7% of fatal crashes (first in NYS)(NYS Crash Data By County, 2012). The numbers of total crashes, bicycle and speed related crashes rose from 2010 to 2011, but declined again in 2012, with the exception of motorcycle crashes which rose for 2012 (NYS Motor Vehicle Crash Data by County). In 2012 Suffolk also led the State in speed related crashes (NYS Speed-Related Crash Data by County). In Suffolk 96.7% of all 2012 crashes reported human contributing factors, including aggressive driving and distracted driving (not including alcohol involvement), up from 2011 (DMV SC data 2012 Table 6 (P). Crash and Fatality and Injury Rates have fallen from 2011 rates, however not to the 2010 rates (NYS DMV Motor Vehicle Crashes Table 1.1, 2013). The most active days of the week for crashes are Tuesday through Friday; Friday having the most crashes. Much of this information can be correlated to weekly commuting traffic (DMV SC Data 2012 Table 2). Young drivers continue to be over-represented in fatal and personal injury crashes, with 16-18 year olds only 1% of licensed drivers, but 2% of crashes, and 18-20 year olds as 4% of licensed drivers and 9% of crashes. Each precinct has identified high volume crash corridors targeted for enforcement. Areas surrounding schools are noted for speeding, and aggressive and distracted driving (including cell phone use) behaviors are noted near high schools at arrival, dismissal and lunch times. While SCPD has continued to train officers in use of radar and laser speed enforcement equipment, the available equipment is aging, past or nearing the end of any warranty periods, and becoming difficult if not impossible to repair.

Of note related to 2013 summonses reported by SCPD is that Speeding, Aggressive Driving and Cell Phone summonses increased significantly in 2013, when compared to 2012, and more when compared to 2011. This directly correlates to Objective #1 for the current 2014 PTS grant project in Suffolk. Increases may be due in part to the return of SCPD Highway Patrol to the LIE and Sunrise Highway in late 2012. These highways seem especially prone to these violations.

State Your Project's Objective(s):

Objective # 1 -Utilize targeted enforcement patrols to increase the number of speeding, aggressive driving related and cell phone or distracted driving summonses issued during the grant period, as compared with

2014. A variety of strategies will be employed, including checkpoints, saturation patrols, dedicated roving patrols, and corridor enforcement. Precinct Commanders will utilize data analysis of high crash locations to determine most effective strategies and locations for enforcement within their precincts.

Objective #2 - Conduct targeted enforcement checkpoints and patrols in areas surrounding high schools particularly during reporting, lunch and dismissal times to enforce speeding, aggressive driving and cell phone use regulations among teen drivers, reducing the percentage of total fatal and personal injury crashes in the under 20 year old age group in 2015 to 6% from 9% in 2012.

Objective #3 – Utilize checkpoints and dedicated patrols to increase seat belt and child passenger seat summonses issued during the grant period, including the designated Click It or Ticket enforcement period, when compared with 2013, increasing seat belt compliance noted in local surveys from 93% in 2013 to 94% in 2015.

Objective #4 - Purchase additional speed measuring devices to assist in accurate speed limit enforcement activities. Two additional lasers and two standard radar units will be purchased to add to existing inventory or replace units beyond repair. Equipment purchases will be completed by July 31, 2015

Enforcement Strategy:

Objective #1 - Overtime targeted enforcement patrols will be utilized on identified highways, corridors and local roadways during days of the week and times of day identified as high crash periods. Marked, low profile and unmarked units will be utilized. Patrol Units will conduct enforcement activities at locations and times determined by their Commanding Officers. Funding will be distributed to commands by the Office of the Chief of Patrol and be performance based. Funding will also be utilized to participate in Operation Safestop and Statewide Speed Enforcement Mobilizations. Each of the seven Precincts in the Suffolk County Police District has identified high crash locations and corridors within their Precinct boundaries. These locations are periodically re-evaluated, and the Precinct Commanders use their discretion as to the locations and type of enforcement that they feel will be most effective. Often, a major deterrent to aggressive driving behaviors is the high visibility method of police presence in the high crash areas. 46%of overtime enforcement funding will be dedicated to this objective.

Objective #2 - Overtime targeted enforcement patrols and checkpoints will be utilized in areas surrounding high schools, particularly during reporting, lunch and dismissal times to enforce speeding, aggressive driving and cell phone use regulations among teen drivers. 20% of overtime enforcement funding will be dedicated to this objective.

Objective #3 - Conduct targeted enforcement checkpoints and patrols during Click It or Ticket enforcement period and during the remainder of the year in precincts and by Highway Patrol units. 34% of overtime funding will be dedicated to this objective.

Objective # 4 - Laser and radar speed measuring equipment will be used as a component of the enforcement strategy in Objectives #1 and 2. Accurate speed measurement with properly calibrated equipment is critical to successful summons convictions. Local fiscal distress precludes Suffolk County from funding any replacement equipment at this time. No grant funding was allocated for these resources in 2011, 2012 or 2013, with one of each unit allocated in 2014. $6,440 in grant funding will be dedicated to this objective for the purchase of two laser and two standard radar units.

Evaluation:

Objective #1 -

A reduction in the number of aggressive driving, speeding, cell phone and distracted driving related crashes compared to last year's figures.

Number of hours of overtime enforcement dedicated to project activities

Number of speeding summonses issued

Number of aggressive driving related summonses issued

Number of cell phone summonses issued

Objective #2 -

An increase in aggressive driving, speeding and cell phone summonses in areas surrounding high schools as compared to the average of the previous three years

Number of hours of overtime enforcement dedicated to project activities

Number of high school areas targeted for enforcement

Number of speeding summonses issued

Number of other summonses issued

Number and type of other violations, including vehicles impounded or arrests

Objective #3 –

An increase in observed seat belt compliance rate as noted by SCPD survey when compared with 2014

Number of hours of overtime enforcement dedicated to project activities

Number of checkpoints conducted

Number of seat belt summonses issued

Number of child passenger seat summonses issued

Number and type of other violations, including vehicles impounded or arrests

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. Recoupment of any advance payment(s) shall be recovered by crediting (0 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☑ Quarterly Reimbursement
Due date 1/31, 4/30, 7/31, 10/31/2015

☐ Monthly Reimbursement
Due date _____

☐ Biannual Reimbursement
Due date _____

☐ Fee for Service Reimbursement
Due date _____

☐ Rate Based Reimbursement
Due date _____

☐ Fifth Quarter Reimbursement
Due date _____

☐ Milestone/Performance Reimbursement
Due date/Frequency _____

☐ Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☑ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)[1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
1	Mid Year Report 10/1/2014 - 3/31/2015	4/15/2015
2	Final Report 4/1/2015 - 9/30/2015	10/15/2015

COUNTY OF SUFFOLK

STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT
MEMORANDUM

TO: **Jon Schneider, Deputy County Executive, Suffolk County Executive's Office**

FROM: **Mark White, Chief of Support Services**

DATE: **October 22, 2014**

SUBJECT: **Resolution Packets & SCIN Forms for the Police Traffic Services (PTS) 2015 Grant Program; Project Number: PTS-2015-Suffolk Co PD -00233-(052)**

We are requesting that this resolution be laid on the table on November 5, 2014 and voted on at the November 18, 2014 Legislative Meeting

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Attached please find the following for the Governor's Traffic Safety Committee (GTSC) sponsored Police Traffic Services (PTS) 2015 Grant Program:

1. Grant Resolution
2. Memorandum of Support
3. Grant SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of proposed contract between Suffolk County and the GTSC

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you as always for your assistance with this project.

MW/sck

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Evelyn Creen, Principal Federal & State Aid Claims Examiner
Angela Kohl, Principal Accountant

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING & APPROPRIATING A GRANT IN THE AMOUNT OF $133,825 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE TO ENFORCE MOTOR VEHICLE PASSNEGER RESTRAINT AND AGGRESSIVE DRIVING REGULATIONS WITH 77.45% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX 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 5 is "yes", Provide Detailed Explanation of Impact

The resolution provides $133,825 for participation in Police Traffic Services. Non-reimbursable fringe benefits of approximately $38,742 associated with this grant are included in the 2014 Operating Budget.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.

The funds provided by this grant must be expended between October 1, 2014 and September 30, 2015.

8. Proposed Source of Funding

New York State Governor's Traffic Safety Committee (Federal pass-through)

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Stephanie Rubino, Chief Executive Analyst	Stephanie Rubino	10/28/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Stephanie Rubins
10/28/14

2006

Intro. Res. No. - 2014 Laid on the Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, ACCEPTING 100% FEDERAL GRANT FUNDS FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY PASSED THROUGH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO THE DEPARTMENT OF HEALTH SERVICES FOR THE STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM (SPDES) WATER QUALITY MANAGEMENT PLANNING PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE ANY RELATED AGREEMENTS

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) has awarded 100% Federal grant funds to the Department of Health Services for the SPDES Water Quality Management Planning Program in the amount of $149,225 for the period 04/01/14-03/31/15; and

WHEREAS, this program provides inspections and water sampling data; and

WHEREAS, the Environmental Conservation Law (ECL) authorizes State assistance to municipalities for water quality improvement projects; and

WHEREAS, the County Executive or his designee will be the Project Sponsor authorized to act on behalf of Suffolk County's governing body in all matters related to State assistance under ECL Articles 17, Title 14, Section 17-1409, and

WHEREAS, the State is authorized to make financial assistance available to Project Sponsors, by means of written agreement, for water quality projects; and

WHEREAS, the Project Sponsor has examined and duly considered Article 17, Title 14, Section 17-1409 of the ECL and deems it to be in the public interest and benefit under this law to enter into a contract therewith; and

WHEREAS, these funds have been included in the 2014 Adopted Operating Budget; now, therefore be it

1st **RESOLVED**, that the Suffolk County Legislature hereby authorizes the County Executive or his designee (Project Sponsor) to accept the SPDES Water Quality Management Planning Grant and to execute related agreements to secure said funds in the amount of $149,225; and be it further

2nd **RESOLVED**, that the Project Sponsor agrees that it will fund its portion of the cost of the Project; and

3rd **RESOLVED**, that one (1) certified copy of this Resolution be prepared and sent to the New York State Department of Environmental Conservation, Albany, New York together with the State Contract; and

4th **RESOLVED**, that this Resolution take effect immediately and the funding and expenditures that may be incurred run concurrent to the budget period as specified in the award letter; and be it further

5th **RESOLVED**, that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

HSV #29-2014

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2.Title of Proposed Legislation
Accepting 100% federal grant funds from the United States Environmental Protection Agency passed through the New York State Department of Environmental Conservation to the Department of Health Services for the State Pollutant Discharge Elimination System (SPDES) Water Quality Management Planning Program and authorizing the County Executive to execute any related agreements.

3. Purpose of Proposed Legislation
This legislation is needed to accept 100% federal grant funds from the United States Environmental Protection Agency passed through the New York State Department of Environmental Conservation to the Department of Health Services for the State Pollutant Discharge Elimination System (SPDES) Water Quality Management Planning Program and authorizing the County Executive to execute any related agreements.

4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** **X**

5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)

County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:
Not applicable

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
None

8. Proposed Source of Funding
100% federal grant funds from the New York State Department of Environmental Conservation

9. Timing of Impact
2014-15

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*Date*
Diane E. Weyer *Principal Financial Analyst* Theresa Lollo Budget Office		10/2.2/14 10/28/14

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, 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

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

JAMES L. TOMARKEN, MD, MPH, MBA, MSW
Commissioner

MEMORANDUM

To: Liza Wright, Budget, Purchasing and Inventory Unit

From: Gary Amato, Budget, Purchasing and Inventory Unit

Date: October 14, 2014

Subject: Request for Resolution

SPDES, Water Quality Management Planning
Budget Period: 4/1/14 – 3/31/15
Approp: 001-4408
Revenue Code: 4904

Please write a resolution for the above mentioned program. The total grant award for this period is $149,225 which has already been appropriated in the budget. NYSDEC has requested Suffolk County prepare the resolution stating the County Executive or his designee is authorized to act for Suffolk County's Governing body in all matters related to this Program and to State assistance.

I have enclosed a copy of the award letter.

Public Health
Prevent. Promote. Protect.

BUDGET/PURCHASING/INVENTORY UNIT
3500 Sunrise Highway, Ste. 124, PO Box 9006, Great River, NY 11739-9006
(631) 854-0140 Fax (631) 854-0147

12006

C-008468

4/29/14- 2nd request

From: Toni Shields
To: walter.dawydiak@suffolkcountyny.gov
CC: Freehafer, Peter; Gasparini, Elise; Haas, Cathy; Spitz, William
Date: 3/25/2014 12:13 PM
Subject: Re: New 2014-2019 5 year County Health Dept (Co HD) contracts

Hi, Walter.

Your 5 year contract cap will be $746,125.

Your yearly work plan amount will be $149,225. Please prepare your first year work plan as requested below for $149,225.

New contract numbers will be assigned as we get further into the contract process and I will notify you of that number.

Please let me know if you have any questions.

Thanks, Walter.

>>> Toni Shields 3/25/2014 11:25 AM >>>
Hi, Folks.

Subsequent to discussions with our Contract Development Unit it has been determined that in order to obtain a smoother review at the State Comptroller's office and in light of the current fiscal situation, we are requesting that you prepare a revised first year only work plan to be included with the proposed contracts based upon the amounts I will email to each individual in the near future. A blank Appendix C is attached below. Please email a copy to me and your regional project manager so it can be reviewed. Please snail mail directly to me the original, signed completed first year only work plan to be included in the contract.

As Peter Freehafer mentioned in the 3/10/14 email, the allocations now more closely align with the actual reimbursements the Co HD received in the past. Please base this first year only work plan and each subsequent yearly work plan on one fifth of the total contract cap. This will also mean that Costs per Unit will remain unchanged for the 5 years, as has been the case for most years of these contracts.

As a reminder, the unit costs may only include direct wages; no overhead, indirect or fringe benefits costs are eligible or any purchase of equipment or supplies. Also, please remember to include your estimated annual receipts and deduct that amount from the total annual costs.

The State Comptroller requires a new original Municipal Resolution (attached) naming an authorized representative to sign contracts, payment requests, etc. Please snail mail the original notarized resolution directly to me.

Please let me know if you have any questions or concerns. Thank you.

Toni Shields
Env. Program Specialist 1
NYSDEC, DOW
625 Broadway, 4th Floor
Albany, NY 12233-3506
(518) 402-8255
(518) 402-8082 (fax)
E-mail: teshield@gw.dec.state.ny.us

WATER QUALITY PROJECT

RESOLUTION

Resolution authorizing the making of an application and the signing of a State contract for a Water quality project under the appropriate laws of the State of New York and the United States of America.

WHEREAS,_____
(Legal Name of Project Sponsor)

herein called the AProject Sponsor@, has determined that it has the legal status necessary to enter into a State Contract and that certain work, as described in the State Contract, herein called the AProject@, is desirable and in the public interest; and

WHEREAS, under Article 17, Title 14, Section 17-1409 of the Environmental Conservation Law (ECL), the State is authorized to make financial assistance available to Project Sponsors, by means of a written agreement, for water quality projects; and

WHEREAS, the Project Sponsor has examined and duly considered Article 17, Title 14, Section 17-1409 of the ECL and deems it to be in the public interest and benefit under this law to enter into a contract therewith;

NOW, THEREFORE, BE IT RESOLVED BY_____
(Governing Body of Project Sponsor)

---

1. That_____
(Title of Designated Authorized Representative)
or such person=s successor in office is authorized as the official representative to act in connection with any contract between the Project Sponsor and the State and directed to provide such additional information as may be required;

2. That the Project Sponsor agrees that it will fund its portion of the cost of the Project;

3. That one (1) certified copy of this Resolution be prepared and sent to the New York State Department of Environmental Conservation, Albany, New York together with the State Contract;

4. That this Resolution take effect immediately.

CERTIFICATION OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution authorizing the signing of a State Contract and assuring funding of the Project Sponsor portion of the cost of the Project as regularly adopted at the legally convened meeting of the _____

_____

(Name of Governing Body of Project Sponsor)

held on the _____ day of the month of _____, 20_____ and further that such Resolution has been fully recorded in the _____.

(Title of Record Book)

In witness whereof, I have hereunto set my hand this _____ day of the month of , 20_____.

If the Project Sponsor has an Official Seal impress here.

_____

(Signature of Recording Officer)

_____

(Title of Recording Officer)

Updated 3/25/14

APPENDIX C

Contract # C008468

Health Dept. : Wastewater Management

Workplan for SFY(s) : 2014-2015 **OR Reimbursement Period : Quarter X**

Complete this section for Annual Workplan				Complete this section for Reimbursement			
Approved activities	**Cost per unit ***	**# of units planned**	**Annual costs planned**	**# of units in current quarter**	**# of units YTD**	**Costs current quarter**	**Costs YTD**
Plan & Spec. Reviews (On site systems, sewer systems)	$1,065.00	95	$101,175.00			$0.00	$0.00
Inspections & Compliance Annual = A Recon = R	$385.00	608	$234,080.00			$0.00	$0.00
Complaint Investigations	$273.00	140	$38,220.00			$0.00	$0.00
TOTALS	**$**		**$373,062.50**			**$0.00**	**$0.00**

Estimated annual receipts	$0.00
Annual costs less receipts	$373,062.50
Approved contract total at 40%	$149,225.00

YTD receipts	$0.00
YTD costs less receipts	$0.00
YTD eligible costs at 40 %	$0.00
Less prior claims	$0.00
CURRENT TOTAL DUE	**$0.00**

* Negotiated costs will be calculated on a reasonable estimate of the number of hours, on average, it takes to accomplish the task using the appropriate level staff. Only direct wages are allowable in calculating this figure; no overhead, indirect or fringe benefit costs are eligible.

Regional Water Manager Date

Health Department Date

2014 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting 100% federal grant funds from the United States Environmental Protection Agency passed through the New York State Department of Environmental Conservation to the Department of Health Services for the State Pollutant Discharge Elimination System (SPDES) Water Quality Management Planning Program and authorizing the County Executive to execute any related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept 100% federal grant funds from the United States Environmental Protection Agency passed through the New York State Department of Environmental Conservation to the Department of Health Services for the State Pollutant Discharge Elimination System (SPDES) Water Quality Management Planning Program and authorizing the County Executive to execute any related agreements.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This Resolution is needed to accept federal funds and assign the County Executive or his designee to act on behalf of Suffolk County in all agreements and contracts necessary to receive these grant funds.

FISCAL IMPLICATIONS: None. The grant funds were included in the 2014 Adopted Operating Budget. This is a five (5) year contract and the 2015 Recommended Budget includes the funding for this grant.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

JAMES L. TOMARKEN, MD, MPH, MBA, MSW
Commissioner

October 21, 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 accept 100% federal grant funds from the United States Environmental Protection Agency passed through the New York State Department of Environmental Conservation to the Department of Health Services for the State Pollutant Discharge Elimination System (SPDES) Water Quality Management Planning Program and authorizing the County Executive to execute any related agreements.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-EQ SPDES.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
Barbara Marano, CPA, Executive Assistant for Finance & Administration
Jennifer L. Culp, Assistant to the Commissioner of Health Services
Diane E. Weyer, Principal Financial Analyst
Gary Amato, Accountant

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

2007

Introductory Resolution No. -2014 Laid on the Table 11/5/14

Introduced by Presiding Officer on request ofthe County Executive

RESOLUTION NO. - 2014, ACCEPTING AND APPROPRIATING A GRANT AWARD FROM THE NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT, FOR AN EMPIRE STATE DEVELOPMENT (ESD) TECHNICAL ASSISTANCE AND TRAINING GRANT, TO ESTABLISH A NEW ENTRY LEVEL MANUFACTURING TRAINING COURSE 89% REIMBURSED BY STATE FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, the New York State Department of Economic Development provides economic resources for projects focused on community development and job creation throughout New York State, and

WHEREAS, Suffolk County Community College has been selected to receive an amount of $32,500 in Empire State Development (ESD) Technical Assistance and Training Grant Funds for a new entry-level manufacturing training course to train thirty-two (32) residents of the Greater Wyandanch area in blueprint reading, shop math, and measurement quality and safety, consistent with the needs of manufacturers in the Greater Wyandanch area, for the period of September 1, 2014 through May 31, 2015; and

WHEREAS, the required matching funds in the amount of $3,975 are provided for in the College's operating budget; and

WHEREAS, the Board of Trustees of Suffolk County CommunityCollege accepted the grant on September 18, 2014 by Resolution No. 2014.76; and

WHEREAS, the College anticipates spending the $32,500 in accordance with the terms of said grant award before May 31, 2015; now therefore be it

1st **RESOLVED**, that said grant award, in the amount of $32,500, for an Empire State Development (ESD) Technical Assistance and Training Grant from the New York State Department of Economic Development, for the period of September 1, 2014 through May 31, 2015, be accepted and appropriated for the operation of the project as follows:

REVENUES:	AMOUNT:
State Grant- ESD Manufacturing Training Program - Wyandanch GT61-GT6115-543324-G000	$ 32,500

APPROPRIATIONS:	AMOUNT:
ESD Manufacturing Training Program – Wyandanch GT61-GT6115	$ 32,500

Suffolk County Community College
ESD Manufacturing Training Program - Wyandanch
GT61-GT6115

611000-Salaries and Wages:	$ 16,405
611170-Part-time Instructors	16,405
628000-Employee Benefits:	$ 1,255
628330-Social Security	1,255
713000-Supplies, Materials and Other:	$ 11,324
713100-Instructional Supplies	11,324
714000-Utilities, Travel and Other:	$ 3,516
714370-Recruitment Initiatives	1,922
714560-Fees for Service	1,594

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and Appropriating a Grant Award from the New York State Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant to Establish a New Entry Level Manufacturing Training Course, 89% Reimbursed by State Funds at Suffolk County Community College

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant award from the New York State Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant, in the amount of $32,500, to establish an entry-level manufacturing skills training program to train thirty-two (32) residents of the Greater Wyandanch area on the basics of manufacturing and soldering as part of the overall Opportunity Agenda initiative during the 2014-2015 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the operating budget for Suffolk County Community College by accepting and appropriating the grant award from the New York State Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant, in the amount of $32,500, to establish an entry-level manufacturing skills training program to train thirty-two (32) residents of the Greater Wyandanch area on the basics of manufacturing and soldering as part of the overall Opportunity Agenda initiative.

JUSTIFICATION: The funding from the New York State Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant will be used to establish a new entry-level manufacturing training course for thirty-two (32) residents of Greater Wyandanch, which will focus on skills development in blueprint reading, shop math, and measurement quality and safety, consistent with the needs of the manufacturers in the Greater Wyandanch area.

FISCAL IMPLICATIONS: None

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and Appropriating a Grant Award from the New York State Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant to Establish a New Entry Level Manufacturing Training Course, 89% Reimbursed by State Funds at Suffolk County Community College

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant award from the New York State Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant, in the amount of $32,500, to establish an entry-level manufacturing skills training program to train thirty-two (32) residents of the Greater Wyandanch area on the basics of manufacturing and soldering as part of the overall Opportunity Agenda initiative during the 2014-2015 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the operating budget for Suffolk County Community College by accepting and appropriating the grant award from the New York State Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant, in the amount of $32,500, to establish an entry-level manufacturing skills training program to train thirty-two (32) residents of the Greater Wyandanch area on the basics of manufacturing and soldering as part of the overall Opportunity Agenda initiative.

JUSTIFICATION: The funding from the New York State Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant will be used to establish a new entry-level manufacturing training course for thirty-two (32) residents of Greater Wyandanch, which will focus on skills development in blueprint reading, shop math, and measurement quality and safety, consistent with the needs of the manufacturers in the Greater Wyandanch area.

FISCAL IMPLICATIONS: None

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 a Grant Award from the New York State Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant to Establish a New Entry-Level Manufacturing Training Course 89% Reimbursed by State Funds at Suffolk County Community College

3. Purpose of Proposed Legislation
To accept and appropriate a grant award from the New York State Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant, in the amount of $32,500, during the 2014-2015 fiscal year.

4. Will the Proposed Legislation Have a Fiscal Impact? Yes __ No X

5. If the answer to item 4 is "yes," on what will it impact? (Circle appropriate category)

County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
$32,500 from the New York State Economic Development, for an Empire State Development (ESD) Technical Assistance and Training Grant will provide for operating costs during the 2014-2015 fiscal year.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdiv.
Not Applicable

8. Proposed Source of Funding: New York State Economic Development
Empire State Development (ESD) Technical Assistance and Training Grant

9. Timing of Impact: September 1, 2014 through May 31, 2015

10. Name & Title of Preparer	11. Signature of Preparer	12. Date
Henrietta Ytuarte Accountant	Henrietta Ytuarte	October 27, 2014

SCIN FORM 175A (10/95)

LT6115

Suffolk
COUNTY COMMUNITY COLLEGE
Office of the President

BOARD OF TRUSTEES
September 18, 2014

RESOLUTION NO. 2014.76 ACCEPTING A GRANT AWARD FROM THE NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT FOR A NEW ENTRY LEVEL MANUFACTURING TRAINING COURSE

WHEREAS, the New York State Department of Economic Development provides economic resources for projects focused on community development and job creation throughout New York State, and

WHEREAS, Suffolk County Community College has been selected to receive an amount of $32,500 in Empire State Development (ESD) Technical Assistance and Training Grant Funds for a new entry level manufacturing training course which will focus on skills development in blueprint reading, shop math, and measurement quality and safety, consistent with the needs of manufacturers in the Greater Wyandanch area, and provide training for thirty-two (32) students, and

WHEREAS, $3,975 in matching funds is required, be it therefore

RESOLVED, that an ESD Technical Assistance and Training Grant award in the amount of $32,500 from the New York State Department of Economic Development for a new entry level manufacturing training course is hereby accepted, and the College President, or his designee, is authorized and empowered to execute a contract and any other required documentation with the administering agency.

Project Director: Amy Mueller-Seal

Bryan Lilly
Secretary

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Western Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

Henrietta Ytuarte

From: Amy Mueller
Sent: Wednesday, September 03, 2014 11:59 AM
To: Henrietta Ytuarte
Subject: FW: ESD grant Z052-confirmation of accepted offer

Hi Henni,

Is this sufficient – she said we will receive something more formal after their board meets in November...

Please let me know, and thank you for your help!

Regards,
Amy

From: Bethune, Simone [mailto:SBethune@esd.ny.gov]
Sent: Wednesday, September 03, 2014 11:12 AM
To: Amy Mueller
Subject: ESD grant Z052-confirmation of accepted offer

Hi Amy, ESD is pleased to let you know that ESD has received Suffolk County Community College's accepted offer of an award of a $32,500 grant as of April 23, 2014 along with a check for $250 dollars for the application fee.

We look forward to working with you on this exciting project! As you project manager, I can be reached at (212) 803-3622 whenever you have questions.

Simone Bethune
Project Manager, Loans and Grants
Empire State Development
633 Third Avenue, 36th Floor
New York, NY 10017
(212) 803-3622 (phone)
(212) 803-3625 (fax)
sbethune@esd.ny.gov

IMPORTANT: This e-mail message and any attachments contain information intended for the exclusive use of the individual(s) or entity to whom it is addressed and may contain information that is proprietary, privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information may be subject to legal restriction or sanction. Please immediately notify the sender by electronic mail or notify the System Administrator by telephone (518)292-5180 or e-mail (administrator@esd.ny.gov) and delete the message.
Thank you.

SUFFOLK COUNTY COMMUNITY COLLEGE
OFFICE OF GRANTS DEVELOPMENT
GRANT / CONTRACT SUBMISSION FORM

CHECK ONE OF THE FOLLOWING:

☐ PROPOSAL ☒ GRANT AWARD ☐ (SUB)CONTRACT AWARD ☐ LETTER OF INTENT TO SUBMIT

LOCATION: ☐ AMMERMAN ☐ GRANT ☐ EASTERN ☐ CENTRAL ☒ CTC ☐ OCE

PROJECT TITLE Manufacturing Training Progam for Wyandanch Rising Opportunity Agenda

FUNDING SOURCE Empire State Development

TOTAL REQUEST _____ **TOTAL PROJECT COST** $39,750 **DUE DATE** _____

PROJECT PERIOD May 2014 - May 2015 **IN-KIND** $ 3,275

CASH MATCH ($) 3,975 **& BUDGET CODE(S) FOR MATCH** _____

REASSIGNED/RELEASE TIME N/A

32 500
3975
3275
39750

GRANT/CONTRACT-FUNDED POSITIONS N/A

SPECIAL SPACE REQUIREMENTS _____

☒ I HAVE ATTACHED A COPY OF THE FUNDING AGENCY'S GUIDELINES (i.e., RFA or RFP)
☒ I HAVE ATTACHED A COPY OF THE PROPOSAL AND/OR THE AWARD LETTER
☒ I HAVE ATTACHED A COPY OF THE PROJECT BUDGET
☒ I HAVE INDICATED STRATEGIC GOALS/OBJECTIVES ADDRESSED BY THIS PROJECT (page 2)
☒ I HAVE PROVIDED A WRITTEN ABSTRACT OR PROJECT SUMMARY (page 3)
☐ I PLAN TO PURCHASE I.T. EQUIPMENT (If so, your Campus' ETU must approve project–see #3 below)

SIGNATURES (Project Director secures 1-3, then submits to Asst. Dean of Grants)

1. Academic Chair/Supervisor _____ Date _____
2. Campus Dean/AVP John Lombardo AVP Date _____
   OR
   Executive Director _____ Date _____
3. Campus ETU (optional) _____ Date _____
4. College Asst. Dean of Grants [signature] for M.L.O. Date 5/2/14
5. Area Vice President Mary Lou Alaneo Date 6/4/14
6. VP–Business/Financial Svcs. [signature] Date 6/4/14

[signature] Project Director of Mechatronics
Signature of PD/PI (Proposer) Proposer's Title (Print)

CTC 631-851-6229 5/1/14
Proposer's Department/Division/Office Proposer's Phone # Date Signed

SCCCGrantSubmissionForm ESD Mfg grant

SCCC STRATEGIC PLAN – INSTITUTIONAL GOALS AND OBJECTIVES

Check off all of the institutional objectives that apply to the grant/contract proposal or award you are submitting:

Goal 1.0: Student Success: To foster the intellectual, physical, social and civic development of students through excellent and rigorous academic programs and comprehensive student support services.

- ☐ 1.1 Increase the completion rate of first-time, full-time (FTFT) students in gateway courses through enhanced engagement with faculty, academic support and student services.
- ☐ 1.2 Increase the fall-to-spring persistence rates of all credit bearing students to 75% and fall-to-fall retention rates for FTFT students to 70% by supporting students through enhanced engagement with faculty, academic support, and student services.
- ☐ 1.3 Increase the three-year graduation rate of FTFT students to 20% through enhanced engagement with faculty, academic support, and student services.

Goal 2.0: Community Development/Societal Improvement: To promote social and economic development of the community we serve.

- ☒ 2.1 Enhance the local workforce by increasing partnerships with key employment sectors and offering programs to address the employment skills gap in Suffolk County.
- ☒ 2.2 Expand targeted outreach to non-traditional constituents to increase the number of non-traditional students served through continuing education and traditional academic programs.
- ☐ 2.3 Enhance community enrichment through increased participation in social and cultural events, initiatives, and activities conducted by the College or in partnership with external stakeholders.
- ☐ 2.4 Expand partnerships with local high schools, school districts, and other higher education institutions to ensure successful and smooth transitions from high school to college.

Goal 3.0: Access and Affordability: To provide access to higher education by reducing economic, social, geographic and time barriers.

- ☐ 3.1 Improve access by developing needed facilities and reducing geographic barriers associated with campus structures and topography through the implementation of the Capital Program as evidenced by specific project completion each year.
- ☐ 3.2 Reduce the economic barriers to higher education by maximizing institutional efficiencies in order to minimize increases in College operating costs, as evidenced by the budget.
- ☐ 3.3 Reduce the economic barriers to higher education associated with limited financial aid by increasing the number of applications for and awards of both merit- and need-based scholarships, as evidenced by Foundations update reports.
- ☐ 3.4 Reduce social, geographic, and time barriers to academic success through the enhancement of online, web and/or mobile academic and student support by increasing the availability, accuracy and currency of courses, applications and content, as well as the ease and convenience of delivery.

Goal 4.0: Institutional Effectiveness: To monitor and assess the performance of the institution to ensure continuous improvement in achieving the mission, vision and goals of the College.

- ☐ 4.1 All divisions, departments, programs, services and units of the College will, through the implementation of an integrated planning system, monitor and assess outcomes and communicate evidence that assessments have been used toward continuous improvement in achieving the College's mission, vision, and goals.

Goal 5.0: Communication: To promote transparent and effective communication within the college community and between the college community and external constituencies.

- ☐ 5. Through written, electronic and face-to-face communication, issue college-wide communication to administrators, faculty, staff, and students in order to promote effective internal communication. In addition each campus will develop methods to deliver and receive departmental and divisional input about their mission-related activities.
- ☐ 5.2 Through written, electronic, and face-to-face communication, issue information to external constituents and stakeholders about College and student initiatives and accomplishments, as well as community outreach programs, in order to promote the value the college brings to Suffolk County and its citizens.

Goal 6.0: Diversity: To reflect the ethnic, demographic, and economic composition of Suffolk County.

- ☐ 6.1 Foster and demonstrate measureable improvement in decreasing ethnic disparities within its instructional and non-instructional faculty and staff for pan-cultural groups.
- ☐ 6.2 Decrease achievement disparities among pan-cultural groups and across socioeconomic groups by developing partnerships and approaches aimed at decreasing the need for developmental education, improving the rate of persistence Fall-to-Spring for FTFT freshmen, and improving graduation and transfer rates for these populations.

INFORMATION REQUIRED FOR COUNTY & BOARD RESOLUTIONS:

☐ **Grant Proposal:** $_____ ***OR*** ☒ **Grant Award:** $ 32,500

Funding Source/Agency: Empire State Development

Full Project Name: Manufacturing Training Program for Wyandanch Rising Opportunity Agenda

Project Period: May 2014 - May 2015

Project Director (PD/PI): Amy Seal

Campus/Location: Grant

Total Request for Grant/Contract:

Cash Match: (10%) - $3,975

In-kind Contributions: $3,275

Total Project Budget: $39,750

List Full-Time Positions: N/A

List Reassigned/Overload Time: N/A

Number of Students to be Served: 32

Type of Students to be Served: Residents of the Greater Wyandanch area

Abstract or Project Summary (Limit to space provided below)

SCCC will establish an entry-level skills training program to train 32 residents of the Greater Wyandanch area on the basics of manufacturing and soldering as part of the overall Opportunity Agenda iniative funded through Empire State Development. Students will be recruited through the Wyandanch Community Center. The training will begin in September 2014 and commence in May 2015.

Empire State Development

LONG ISLAND REGIONAL OFFICE

GT 6115
STATE GRANT — MANUFTURING TRAINING PROGRAM

Andrea Lohneiss
Long Island Regional Director

March 5, 2014

John Lombardo
Suffolk Community College
533 College Road
Selden, NY 11784

Dear Mr Lombardo:

On behalf of New York State and Empire State Development, please let me express my enthusiasm for working with you and Suffolk County Community College to establish a new entry level manufacturing training course in alignment with the Wyandanch Rising Opportunity Agenda in the Town of Babylon in New York State.

As outlined in CFA #30804 and as we understand the project, Suffolk County Community College will be establishing a blended training course utilizing technology based training. Course content will focus on skills development in blueprint reading, shop math, measurement, quality and safety consistent with the needs of manufacturers in the Greater Wyandanch area and will provide training for 32 individuals.

To encourage you to proceed with this project, we are offering Suffolk County Community College incentives valued at $32,500.

Please review the attached Incentive Proposal to see how New York State and Empire State Development are prepared to assist Suffolk County Community College in the development of its manufacturing training program in the Long Island Region of New York State. If you choose to accept our offer, please acknowledge your decision by endorsing the last page of the attached proposal and returning one copy to me and one copy to Susan Shaffer, Senior Vice President of Empire State Development's Loans and Grants Department, along with a $250 application fee, by April 5, 2014.

We look forward to working with you on this exciting project and can be reached at 631.435.0717 at your convenience.

Very truly yours,

Andrea Lohneiss

Andrea Lohneiss
Long Island Regional Director

cc: Susan Shaffer

Attachment: ESD Incentive Proposal

Empire State Development | **REGIONAL COUNCIL AWARD – INCENTIVE PROPOSAL**

Suffolk County Community College

March 5, 2014

This **Incentive Proposal** outlines the general terms and conditions of the incentive package being offered by Empire State Development ("ESD")* to Suffolk County Community College to assist with its training course project in Suffolk County. This offer is subject to the availability of funds, completion of any applicable (1) non-discrimination and contractor diversity, (2) environmental and historic and (3) smart growth review requirements, approval by the ESD Directors, applicable statutes, and compliance with program requirements.

* The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

I. GENERAL INFORMATION

a) Recipient Name:	Suffolk County Community College
b) Contact Information:	John Lombardo AVP Workforce and Economic Development 533 College Road Selden, NY 11784 Phone: 631-851-6225 E-mail:lombardoj@sunysuffolk.edu
c) Project Location(s):	1001 Crooked Hill Road Brentwood 11717
New York State Empire Zone:	N/A
d) Type of Business:	Academic Institution
e) Number of Full-time, Permanent Employees at all NYS Locations as of Today's Date:	N/A
f) Number of Full-time, Permanent Employees at Project Location(s) as of Today's Date:	N/A
g) Number of Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s) as of Today's Date:	N/A

II. PROJECT SPECIFICS

a) Project Description: Establish an entry-level skills training program to train 32 residents of the Greater Wyandanch area on the basics of manufacturing and soldering as part of the overall Opportunity Agenda initiative.

b) Estimated Schedule:
Begin: September 2014
Complete: May 2015
Estimated ESD Directors' Approval: June 2015

III. PROJECT BUDGET

You have informed us that the following costs will be incurred to complete this project. It is understood that these costs are estimates, based on the best information available to date. If these figures change, please inform your ESD contact as soon as possible.

Training Salaries and Wages:	$21,600
Equipment/Supplies/Materials:	$13,850
Curriculum Development Contractual Services:	$1,950
Recruitment Marketing, Outreach:	$2,350
Total Estimated Cost:	**$39,750**

IV. ESD INCENTIVES

Technical Assistance and Training Grant – Project #Z052/CFA#30804

a) Amount: $32,500

b) Use of Funds: Reimbursement for a portion of training costs related to the establishment of an entry level skills training program to be utilized for training of 32 residents of the Greater Wyandanch area.

c) Requirements: Funds will be disbursed in a lump sum upon project completion, as described in Sections II and III above and as evidenced by documentation verifying course content in blueprint reading, shop math, measurement, quality and safety consistent with New York State Department of Labor training standards and documentation of training of a minimum of 32 individuals as verified by receipt of a Certificate of Completion and other documentation as ESD may require, and documentation verifying project expenditures of approximately $39,750 and submission of a final report.

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2016. Expenditures incurred prior to written acceptance of this Incentive Proposal are not eligible project costs and cannot be reimbursed by grant funds.

General Requirements

- **Equity:**
  The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project.

- **Fees:**
  There are no fees for this project.

- **Non-discrimination and Contractor Diversity:**
  Pursuant to New York State Executive Law Article 15-A, ESD recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises in the performance of ESD projects. Recipient is strongly encouraged by ESD to solicit and utilize NYS certified minority-owned business enterprises (MBEs) and women-owned business enterprises (WBEs) in relation to this project. For purposes of this project, however, MWBE participation goals will not be established due to the limited scope and nature of the project. Recipient shall acknowledge and adhere to ESD's Non-Discrimination and Equal Employment Opportunity policies.

- **Environmental, Historic and Smart Growth Review:**
  Please note in particular the Environmental, Historic and Smart Growth Review requirements at the end of the attached document, which, if applicable, must be satisfied prior to ESD Board approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.

- **Environmental Sustainability:**
  ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.

- **Modification:**
  ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances.

- **Reservations of Rights Concerning Funding Commitment:**
  It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project.

- **Next Steps After Accepting this Incentive Proposal:**
  Within approximately 30 days of your acceptance of this Incentive Proposal, ESD will send a letter acknowledging receipt of the signed Incentive Proposal that will include a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Board approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Board approval typically occurs at project completion.

V. SUMMARY

Total ESD Assistance: **$32,500**

Expiration of Proposed Offer:
This proposal expires 30 (thirty) days from the date of this offer unless endorsed below and received by ESD prior to the expiration date.

The accepted proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary.

APPROVED BY: _____ Date: 3/5/14

Susan Shaffer, Senior Vice President
ESD Loans & Grants
633 Third Avenue
New York, NY 10017
Phone: (212)803-3644
Fax: (212)803-3925

ACCEPTED BY: _____ Date: 4/23/14

John Lombardo
AVP Workforce and Economic Development
Suffolk County Community College
Selden, NY 11794
Phone: 631-851-6225

* Please see the following Affirmation page, which must be completed, signed and notarized for this Incentive Proposal to be considered accepted.

AFFIRMATION

STATE OF NEW YORK)
) ss.:
COUNTY OF)

The Undersigned, being duly sworn, deposes and says:

1. I, JOHN Lombardo am the AVP WORKFORCE of SCCC (the "Recipient"), an academic institution that is duly organized and validly existing under the laws of SUFFOLK COUNTY, and is authorized to do business and is in good standing in the State of New York.

2. I have read and know the contents of the Incentive Proposal prepared by the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") dated the 23 day of April, 2014.

3. I have reviewed all of the information provided by the Recipient to ESD to assist in ESD's preparation of the Incentive Proposal, including information provided on Recipient's behalf by third-party consultants (together, "Information").

4. I know all of the information provided by Recipient or its third-party consultants to be true and complete in all material respects. To the extent such information involves projections about future performance, these projections have been prepared in good faith, based upon reasonable assumptions.

5. Recipient did not make a decision to undertake the project described in the Incentive Proposal prior to [date of Incentive Proposal.]

6. Recipient hereby accepts the terms of the Incentive Proposal.

7. Receipt of the Incentive Proposal was a material factor in Recipient's decision to undertake the above-referenced project.

8. I agree to allow the Department of Taxation and Finance to share Recipient tax information with Empire State Development.

9. I authorize the Commissioner of Labor to disclose, to employees of both the New York State Department of Labor, the New York State Department of Economic Development, and the Urban Development Corporation, (dba Empire State Development), all records filed by the Recipient in making Unemployment Insurance (U.I.) reports and contributions required by State Labor and Tax Law, including, but not limited to, all information contained in or relating to the quarterly combined withholding, wage reporting and U.I. returns, the registration for U.I., the New Hire file, and all records of U.I. delinquencies. In addition, this authorization shall include all information contained in any survey reports requested by the Department of Labor on behalf of the U.S. Department of Labor, Bureau of Labor Statistics including, but not limited to, the Current Employment, Occupational Employment, multiple worksite, and annual refiling surveys. The use of information and records released pursuant to this authorization shall be limited to government purposes concerning the Recipient and assistance described in this incentive proposal to monitor compliance with worker protection laws and with the conditions and requirements associated with the financial assistance being requested.

10. I certify, under penalty of perjury, that the Recipient is in substantial compliance with all environmental, worker protection, and local, state and federal tax laws.

John Lombardo
Signature

Subscribed and sworn to before me
this 23 day of April, 2014

Notary Public

REGINALD LEDAN
Notary Public - State of New York
NO. 01LE6293930
Qualified in Nassau County
My Commission Expires Dec 16, 2017

ENVIRONMENTAL, HISTORIC AND SMART GROWTH REVIEW REQUIREMENTS

Approval of funding by ESD, a public benefit corporation of the State of New York, requires compliance with environmental, historic and smart growth review requirements under New York State regulations. The information below provides a brief guide to the review processes. If you have any questions about the required documentation or how to proceed in these areas, please contact ESD's Planning & Environmental Review Office at (212) 803-3252 or 3253. **Physical work on an ESD-funded project must not be started prior to the completion of any necessary environmental, historic and/or smart growth review.**

Environmental Review

- Projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of a site or structure require review under the State Environmental Quality Review Act (SEQRA)(6 NYCRR Part 617).
- The applicant must demonstrate compliance with SEQRA. If SEQRA review is required for the project, the review must be completed by a lead agency such as a municipal planning or zoning board, common council, county industrial development agency, or ESD itself.
- Please note that if the project consists of more than one phase, a SEQRA review must be completed for all known or reasonably foreseeable phases of the project, not only the phase that is the subject of ESD funding. An environmental review of only a portion of a project constitutes improper segmentation under SEQRA and is not accepted except in special circumstances.
- Required SEQRA documentation:
- If the project has been determined to have no significant effect on the environment, the following two documents must be provided:

    1. Environmental Assessment Form (EAF) –Short or Full EAF, as appropriate for the project. All parts must be fully completed; and
    2. Negative Declaration

    If a Positive Declaration was issued for the project, indicating that the project may have a significant adverse impact on the environment, the following documents must be provided:

    1. Draft and Final Environmental Impact Statement (DEIS and FEIS) – digital copy is preferable; and
    2. Lead Agency Statement of Findings.

For further information about SEQRA, please visit the New York State Department of Environmental Conservation's web site at http://www.dec.ny.gov/63.html.

Historic Review

- Projects involving a building, structure, district, or site, including underground or underwater sites, listed on or eligible for listing on the State or National Register of Historic Places (S/NR) must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation in accordance with Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law. Buildings that are more than 50 years old that are historically, architecturally, archeologically, or culturally significant may meet the eligibility criteria for S/NR listing.

- The applicant must demonstrate compliance with Section 14.09. In order to complete the SHPO consultation process, the applicant must write to SHPO, notifying them of the proposed state funded project and requesting comment on the project, and submit project materials along with the Project Review Submission Cover Form found on the SHPO web site at http://nysparks.state.ny.us/shpo/environ/forms.htm. Upon completion of the SHPO consultation process, SHPO will determine whether or not the project will have an adverse impact on historical or cultural resources and will then provide a letter of comment on the project.

- Required SHPO documentation:
  - Letter of No Adverse Impact determination or
  - Letter of Resolution – required if SHPO determines that the project will have an Adverse Impact on historic or cultural resources.

Smart Growth

The State Smart Growth Public Infrastructure Policy Act of 2010 requires that public infrastructure projects approved, undertaken, supported or financed by a State Infrastructure Agency, which includes ESD, to the extent practicable, are consistent with relevant Smart Growth Criteria specified in the law. Projects that involve ESD approval of funding for public infrastructure (e.g., publicly-supported roads, bridges, streetscapes, other transportation systems, drinking water, sewers, drainage systems, and utilities) will require the completion of a Smart Growth Impact Statement prior to approval of funding. ESD staff may contact the applicant if a Smart Growth Impact Statement is required.

The full text of the State Smart Growth Public Infrastructure Policy Act may be found at: http://assembly.state.ny.us/leg/?default_fld=&bn=A08011&term=2009&Text=Y

Empire State Development

December 19, 2013

John Lombardo, AVP Workforce and Economic Development
Suffolk Community College
533 College Road
Selden, NY 11784

Re: Manufacturing Training Program, CFA #30804

Dear John Lombardo:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After two successful rounds, the 2013 CFA made $750 million in economic development resources available from 26 programs across thirteen state agencies. The agency programs provide resources for projects focused on community development and job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing. Empire State Development is proud to have contributed over $235 million to this year's Consolidated Funding Application.

We are pleased to inform you that Suffolk Community College has been awarded an estimated amount of up to $32,500 in ESD Technical Assistance and Training Grant Funds. ESD's Long Island Regional Office will contact you to clarify specifics about the project in order to issue a formal Incentive Proposal. The Incentive Proposal, which must be signed and returned to ESD, will outline funding requirements, including next steps, disbursement terms, minority- and women-owned business hiring goals, employment requirements, environmental and historic preservation review requirements, and other terms and conditions required by the ESD funding processes. Grant funding must be approved by the ESD Directors, which typically occurs at the time of project completion, and that funds are disbursed in arrears, as reimbursement for expenses undertaken. Please note that if you applied for funding from other ESD programs, funds were not awarded. If you applied for funding from other agencies, you will receive information from those agencies separately.

Congratulations, and we look forward to working with you on this important project.

Best regards,

Kenneth Adams
President & CEO, Empire State Development
Commissioner, NYS Department of Economic Development

cc: Susan Shaffer
Andrea Lohneiss

Suffolk
COUNTY COMMUNITY COLLEGE

Office of Business and Financial Affairs

To: John Schneider, Deputy County Executive
Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations

From: Gail Vizzini, V. P. for Business and Financial Affairs

Date: October 27, 2014

Subject: Request for a Resolution Accepting and Appropriating a Grant Award for a Suffolk County Community College Program

Enclosed are the application and requisite forms to request acceptance and appropriation of a grant award for a program at Suffolk County Community College.

Proposal Grant Award X Subcontract____

Project Name: Behavioral Health Workforce Education and Training for Professionals and Paraprofessionals

Funding Source: U. S. Department of Health and Human Services
Health Resources and Services Administration (HRSA)
Bureau of Health Professions
Substance Abuse and Mental Health Services Administration

Amount of Grant: Project Period: $ 847,059
Budget Period: $ 282,353/year

Full Time Positions: None

Please call me if there are questions regarding this request.
An e-mail version of the resolution was sent to CERESOREVIEW:
File names:
Reso-SCCC-HRSA Behavioral Health Workforce Education Award 2014-15.docx
Backup-SCCC-HRSA Behavioral Health Workforce Education Award 2014-15-SCIN 175A.docx

Cc: Kathleen Ayers-Lanzillotta, Project Director
John Bullard, Jr., Associate Dean for Financial Affairs

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Grant Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

Suffolk
COUNTY COMMUNITY COLLEGE

Office of Business and Financial Affairs

To: John Schneider, Deputy County Executive
Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations

From: Gail Vizzini, V. P. for Business and Financial Affairs

Date: October 27, 2014

Subject: Request for a Resolution Accepting and Appropriating a Grant Award for a Suffolk County Community College Program

Enclosed are the application and requisite forms to request acceptance and appropriation of a grant award for a program at Suffolk County Community College.

Proposal Grant Award X Subcontract _____

Project Name: Manufacturing Training Program for Wyandanch Rising Opportunity Agenda

Funding Source: New York State Department of Economic Development
Empire State Development (ESD)
Technical Assistance and Training Grant

Amount of Grant: $ 32,500

Full Time Positions: None

Please call me if there are questions regarding this request.
An e-mail version of the resolution was sent to CERESOREVIEW:

File names:
Reso-SCCC-ESD Wyandanch Rising Award 2014-15.docx
Backup-SCCC-ESD Wyandanch Rising Award 2014-15-SCIN 175A.docx

Cc: Amy Mueller-Seal, Project Director
John Lombardo, Assoc. V. P. of Marketing and Economic Development
John Bullard, Jr., Associate Dean for Financial Affairs

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Grant Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

2008

Introductory Resolution No. -2014

Laid on the Table 11/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, ACCEPTING AND APPROPRIATING A GRANT AWARD FROM THE U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA), FOR PARTICIPATION IN A BEHAVIORAL HEALTH WORKFORCE EDUCATION AND TRAINING GRANT PROGRAM 100% REIMBURSED BY FEDERAL FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, Suffolk County Community College has received a grant award in the amount of $847,059, including indirect costs, from the U. S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Health Professions, for the Substance Abuse and Mental Health Services Administration Behavioral Health Workforce Education and Training for Professionals and Paraprofessionals Grant Program for the period of September 30, 2014 through September 29, 2017; and

WHEREAS, the purpose of the program is to develop and expand the paraprofessional mental health and substance abuse workforce, with a focus on children, adolescents, and transitional-age youth who are at risk for developing or who have developed a recognized behavioral health disorder; and

WHEREAS, Suffolk County Community College will support 120 students through provision of tuition, fees and supplies to complete a certificate program in a behavioral health-related paraprofessional field; and

WHEREAS, funding for the first year of the grant from September 30, 2014 through September 29, 2015 is in the amount of $282,353, including indirect costs; and

WHEREAS, it is anticipated that the funding amounts for years two and three, including indirect costs, will remain the same, subject to the availability of funds and satisfactory progress of the project; and

WHEREAS, matching funds are not required; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the grant on October 16, 2014 by Resolution No. 2014. ; and

WHEREAS, the College anticipates spending the $282,353, including indirect costs, for year one of the grant in accordance with the terms of said grant award before September 29, 2015; now therefore be it

1st **RESOLVED**, that said grant award, in the amount of $847,059, including indirect costs, from the U. S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Health Professions, for the Substance Abuse and Mental Health Services Administration Behavioral Health Workforce Education and Training for Professionals and Paraprofessionals Grant Program, for the period of September 30, 2014 through September 29, 2017, be accepted; and be it further

2nd **RESOLVED**, that year one of the grant award, in the amount of $282,353, including $3,137 in indirect costs, for the period of September 30, 2014 through September 29, 2015 be appropriated for the operation of the project as follows:

REVENUES:	AMOUNT:
Federal Grant- HRSA: Behavioral Health Workforce Education GW04-GW0415-544255-G000	$ 283,353

APPROPRIATIONS:	AMOUNT:
HRSA: Behavioral Health Workforce Education GW04-GW0415	$ 279,216

Suffolk County Community College
HRSA: Behavioral Health Workforce Education
GW04-GW0415

611000-Salaries and Wages:	$ 25,986
611130-Temporary Salaries	2,550
611170-Part-time Instructors	11,916
611570-Full-time Overload	11,520
628000-Employee Benefits:	$ 7,530
628280-State Retirement	5,542
628330-Social Security	1,988
712000-Equipment	$ 5,500
712445-Instructional Equipment (non-cap)	5,500
713000-Supplies, Materials and Other:	$ 14,400
713100-Instructional Supplies	14,400
714000-Utilities, Travel and Other:	$ 225,800
714350-Travel: College Business	200
714770-Special Services	225,600

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and Appropriating a Grant Award from the U. S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) for Participation in a Behavioral Health Workforce Education and Training Grant Program 100% Reimbursed by Federal Funds at Suffolk County Community College

PURPOSE OR GENERAL IDEA OF BILL: To accept a grant award from the U. S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) for a Behavioral Health Workforce Education and Training Grant Program, in the amount of $847,059, including indirect costs, for a three-year program, and to appropriate year one of the grant award, in the amount of $282,353, including $3,137 in indirect costs, to expand the College's capacity to train certified behavior health paraprofessionals by supporting education costs for these workers and increasing the numbers of qualified individuals working with at-risk children, youth and their families on Long Island. The project will increase the instructional capacity of the program by 71% to educate 120 students each year within its existing Chemical Dependency Counseling certificate and associate degree program.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the operating budget for Suffolk County Community College by accepting the grant award from the U. S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), for a Behavioral Health Workforce Education and Training for Professionals and Paraprofessionals Grant Program, in the amount of $847,059, including indirect costs, and appropriating year one of the grant award in the amount of $282,353, including $3,137 in indirect costs, to expand the College's capacity to train certified behavioral health workers by supporting education costs for these paraprofessionals and increasing the numbers of qualified individuals working with at-risk children, youth and their families on Long Island.

JUSTIFICATION: The funding from the U. S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) for a Behavioral Health Workforce Education and Training for Professionals and Paraprofessionals Grant Program will be used to expand the College's capacity to train certified behavioral health paraprofessionals by supporting education costs for these paraprofessionals and increasing the numbers of qualified individuals working with children, adolescents, and transitional-age youth who are at risk for developing or who have developed a recognized behavioral health disorder.

FISCAL IMPLICATIONS: None

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 a Grant Award from the U. S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), for Participation in a Behavioral Health Workforce Education and Training Grant Program 100% Reimbursed by Federal Funds at Suffolk County Community College

3. Purpose of Proposed Legislation
To accept a grant award from the U. S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) for participation in a Behavioral Health Workforce Education and Training Grant Program, in the amount of $847,059, including indirect costs, and appropriating year one of the grant award, in the amount of $282,353, including $3,137 in indirect costs, during the 2014-2015 fiscal year, and completing during the 2017-18 fiscal year.

4. Will the Proposed Legislation Have a Fiscal Impact? Yes ___ No X

5. If the answer to item 4 is "yes," on what will it impact? (Circle appropriate category)

County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
$282,353, including $3,137 in indirect costs, for year one of the grant award, from the U. S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) for participation in a Behavioral Health Workforce Education and Training Grant Program will provide for operating costs during the 2014-2015 fiscal year, and completing during the 2015-16 fiscal year.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdiv.
Not Applicable

8. Proposed Source of Funding: U.S. Department of Health and Human Services
Health Resources and Services Administration (HRSA)
Bureau of Health Professions
Substance Abuse and Mental Health Services Administration

9. Timing of Impact: Project Period: September 30, 2014 through September 29, 2017
Budget Period: September 30, 2014 through September 29, 2015

10. Name & Title of Preparer	11. Signature of Preparer	12. Date
Henrietta Ytuarte Accountant		October 27, 2014

SCIN FORM 175A (10/95)

Suffolk
COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES
October 16, 2014

RESOLUTION NO. 2014.83 ACCEPTING A GRANT AWARD FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR PARTICIPATION IN A BEHAVIORAL HEALTH WORKFORCE EDUCATION AND TRAINING GRANT PROGRAM

WHEREAS, Suffolk County Community College has received a grant award in the amount of $847,059, including indirect costs, from the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Health Professions, for the Substance Abuse and Mental Health Services Administration Behavioral Health Workforce Education and Training for Paraprofessionals grant program for the period of September 1, 2014 through August 31, 2017, and

WHEREAS, the purpose of this program is to develop and expand the paraprofessional mental health and substance abuse workforce, with a focus on children, adolescents, and transitional-age youth who are at risk for developing or who have developed a recognized behavioral health disorder; and

WHEREAS, Suffolk County Community College will support 120 students through provision of tuition, fees and supplies to complete a certificate program in a behavioral health-related paraprofessional field, be it therefore

RESOLVED, that the College President, or his designee, is authorized and empowered to execute any necessary documentation, including a contract, in such form as shall be approved by the College General Counsel, accepting a grant award in the amount of $847,059, including indirect costs, from the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Health Professions, for the Substance Abuse and Mental Health Services Administration Behavioral Health Workforce Education and Training for Paraprofessionals grant program for the period September 1, 2014 through August 31, 2017.

Project Director: Kathleen Ayers-Lanzillotta
Note: No full-time personnel

Bryan Lilly
Secretary

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Western Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

1. DATE ISSUED: 09/19/2014	2. PROGRAM CFDA: 93.243	
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.		
4a. AWARD NO.: 1 G02HP27911-01-00	4b. GRANT NO.: G02HP27911	5. FORMER GRANT NO.:
6. PROJECT PERIOD: FROM: 09/30/2014 THROUGH: 09/29/2017		
7. BUDGET PERIOD: FROM: 09/30/2014 THROUGH: 09/29/2015		

U.S. Department of Health and Human Services
HRSA
Health Resources and Services Administration

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulation)
Sections 501(d)(5), 509, and 520A of the Public Health Service Act; consolidated Appropriations Act, 2014, Division H, Title II (Health Surveillance and Program Support).

8. TITLE OF PROJECT (OR PROGRAM): Behavioral Health Workforce Education and Training for Professionals and Paraprofessionals

9. GRANTEE NAME AND ADDRESS:
SUFFOLK COUNTY COMMUNITY COLLEGE
533 College Rd
Selden, NY 11784-2851
DUNS NUMBER:
068017615

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)
Kathleen Ayers-Lanzillotta
SUFFOLK COUNTY COMMUNITY COLLEGE
Division Line: Chemical Dependency Counseling
1001 Crooked Hill Road
Brentwood, NY 11717

11.APPROVED BUDGET:(Excludes Direct Assistance)
[X] Grant Funds Only
[ ] Total project costs including grant funds and all other financial participation

a . Salaries and Wages :	$25,986.00
b . Fringe Benefits :	$7,530.00
c . Total Personnel Costs :	$33,516.00
d . Consultant Costs :	$0.00
e . Equipment :	$0.00
f . Supplies :	$5,500.00
g . Travel :	$200.00
h . Construction/Alteration and Renovation :	$0.00
i . Other :	$0.00
j . Consortium/Contractual Costs :	$0.00
k . Trainee Related Expenses :	$14,400.00
l . Trainee Stipends :	$0.00
m . Trainee Tuition and Fees :	$225,600.00
n . Trainee Travel :	$0.00
o . TOTAL DIRECT COSTS :	$279,216.00
p . INDIRECT COSTS (Rate: % of S&W/TADC) :	$3,137.00
q . TOTAL APPROVED BUDGET :	$282,353.00
i. Less Non-Federal Share:	$0.00
ii. Federal Share:	$282,353.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	$282,353.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	$0.00
ii. Offset	$0.00
c. Unawarded Balance of Current Year's Funds	$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	$282,353.00

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
02	$282,353.00
03	$282,353.00

14. APPROVED DIRECT ASSISTANCE BUDGET:(In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	$0.00

15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: [A]
A=Addition B=Deduction C=Cost Sharing or Matching D=Other

Estimated Program Income: $0.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation cited above, b. The grant program regulation cited above, c. This award notice including terms and conditions, if any, noted below under REMARKS, d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached [X]Yes [ ]No)

Electronically signed by Frances Woodburn , Grants Management Officer on : 09/19/2014

17. OBJ. CLASS: 41.21 | **18. CRS-EIN:** 1116000464A1 | **19. FUTURE RECOMMENDED FUNDING:** $0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
14 - 376PARA	93.243	14G02HP27911	$282,353.00	$0.00		14-BHWET

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants.hrsa.gov/webexternal/login.asp to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

KHL To draft + send to Tony Due 10/30/14.

Grant Specific Condition(s)

1. **Due Date: Within 30 Days of Award Issue Date**
   Within 30 days of issuance of Notice of Award, the grantee must submit a revised staffing plan that includes responsibilities/activities and time allocation of key personnel, including the Principal Investigator, program support staff, evaluator, etc., who will ensure the successful implementation of the goals and objectives of the funded program.

Grant Specific Term(s)

1. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf
2. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of $25,000 or more in Federal funds and executive total compensation as outlined in Appendix A to 2 CFR Part 170 (http://www.hrsa.gov/grants/ffata.html). The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements.
3. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds.

   You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: http://www.dpm.psc.gov/grant_recipient/grantee_forms.aspx and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: http://www.dpm.psc.gov/contacts/contacts.aspx?explorer.event=true

4. The awardee must submit a progress report to HRSA on an annual basis. For multi-year awards: Submission and HRSA approval of your Progress Report(s) triggers the budget period renewal and release of subsequent year funds. The Bureau of Health Workforce (BHW) Progress Report has two parts. The first part demonstrates grantee progress on program-specific goals. The second part collects core performance measurement data including performance measurement data to measure the progress and impact of the project.

Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.

3. The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item ....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years, or both.

5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 74.25 [Note: 74.25 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 92.30 must be submitted in writing to the Grants Management Officer (GMO). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.
In addition to the prior approval requirements identified in Part 74.25, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds $100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or $250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is $200,000, if the total approved budget is $300,000, cumulative changes within that budget period exceeding $75,000 would require prior approval). For recipients subject to 45 CFR Part 92, this requirement is in lieu of that in 45 CFR 92.30(c)(1)(ii) which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding $25,000 (if not included in the approved application) or other prior approval action identified in Parts 74.25 and 92.30 unless HRSA has specifically exempted the grantee from the requirement(s).]

6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at www.DPM.PSC.GOV.

7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).

8. Submit audits, if required, in accordance with OMB Circular A-133, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800)253-0696 toll free http://harvester.census.gov/sac/facconta.htm

9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at http://www.hhs.gov/ocr/lep/revisedlep.html.

10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000,as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.hrsa.gov/grants/trafficking.htm. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.

11. The Consolidated Appropriations Act, 2012 (P.L. 112-74) enacted December 23, 2011, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. HRSA funds may not be used to pay the salary of an individual at a rate in excess of $181,500 (the Executive Level II salary of the Federal Executive Pay scale). This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant

organization. This salary limitation also applies to subawards/subcontracts for substantive work under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with institutional policy. Your award amount will not necessarily be recalculated to adjust for necessary reductions in salaries included in your proposal. However, none of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the salary limitation. [It is important to note that an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.]

12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see http://www.hhs.gov/ocr/civilrights/understanding/index.html. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 80). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.
13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit https://www.sam.gov.

    It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/sam/transcript/SAM_Quick_Guide_Grants_Registrations-v1.6.pdf), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.

Reporting Requirement(s)

1. **Due Date: Within 90 Days of Project End Date**

   A final report is due within 90 days after the project period ends. The final report collects program-specific goals and progress on strategies; core performance measurement data; impact of the overall project; the degree to which the grantee achieved the mission, goal and strategies outlined in the program; grantee objectives and accomplishments; barriers encountered; and responses to summary questions regarding the grantee's overall experiences over the entire project period. The final report must be submitted on-line by awardees in the Electronic Handbooks system at https://grants.hrsa.gov/webexternal/home.asp.
2. **Due Date: Semi-Annually (Calendar Year) Beginning: Budget Start Date Ending: Budget End Date, due 30 days after end of reporting period.**

   Performance data for the recently completed academic year must be reported for each budget period semi-annually before January 30 and before July 30. An email notification will be sent as a reminder that a report is due, including instructions on how to provide the report through the EHB system. The Bureau of Health Workforce (BHW) requirements and performance measures will be available at http://bhw.hrsa.gov/grants. Contact your BHW project officer for additional information.
3. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.**

   The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

   - Budget Period ends August – October: FFR due January 30
   - Budget Period ends November – January: FFR due April 30
   - Budget Period ends February – April: FFR due July 30
   - Budget Period ends May – July: FFR due October 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Kathleen Ayers-Lanzillotta	Program Director	ayersk@sunysuffolk.edu
Gail Vizzini	Authorizing Official	vizzing@sunysuffolk.edu
William T Tucker	Point of Contact	tuckerw@sunysuffolk.edu

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Gloria Ortiz at:
Division of Nursing and Public Health
5600 Fishers Lane
RM 9C-89
Rockville, MD, 20857-
Email: gortiz@hrsa.gov
Phone: (301) 443-1915
Fax: (301) 443-0791

SYLVIA JOICE: PROJECT DIRECTOR OFFICER

Division of Grants Management Operations:

For assistance on grant administration issues, please contact William Weisenberg at:
MailStop Code: 18-75
HRSA/OFAM/DGMO/HPB
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: William.Weisenberg@hrsa.hhs.gov
Phone: (301) 443-8056
Fax: (301) 443-6343

1. DATE ISSUED: 10/24/2014	2. PROGRAM CFDA: 93.243	
3. SUPERSEDES AWARD NOTICE dated: 09/19/2014 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.		
4a. AWARD NO.: 6 G02HP27911-01-01	4b. GRANT NO.: G02HP27911	5. FORMER GRANT NO.:
6. PROJECT PERIOD: FROM: 09/30/2014 THROUGH: 09/29/2017		
7. BUDGET PERIOD: FROM: 09/30/2014 THROUGH: 09/29/2015		

U.S. Department of Health and Human Services
HRSA
Health Resources and Services Administration

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulation)
Sections 501(d)(5), 509, and 520A of the Public Health Service Act; consolidated Appropriations Act, 2014, Division H, Title II (Health Surveillance and Program Support).

8. TITLE OF PROJECT (OR PROGRAM): Behavioral Health Workforce Education and Training for Professionals and Paraprofessionals

9. GRANTEE NAME AND ADDRESS:
SUFFOLK COUNTY COMMUNITY COLLEGE
533 College Rd
Selden, NY 11784-2851
DUNS NUMBER:
068017615

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)
Kathleen Ayers-Lanzilotta
SUFFOLK COUNTY COMMUNITY COLLEGE
MailStop Code: SCCC
Division Line: Michael J. Grant Campus
1001 Crooked Hill Road
Brentwood, NY 11717

11.APPROVED BUDGET:(Excludes Direct Assistance)
[X] Grant Funds Only
[ ] Total project costs including grant funds and all other financial participation

a . Salaries and Wages :	$25,986.00
b . Fringe Benefits :	$7,530.00
c . Total Personnel Costs :	$33,516.00
d . Consultant Costs :	$0.00
e . Equipment :	$0.00
f . Supplies :	$5,500.00
g . Travel :	$200.00
h . Construction/Alteration and Renovation :	$0.00
i . Other :	$0.00
j . Consortium/Contractual Costs :	$0.00
k . Trainee Related Expenses :	$14,400.00
l . Trainee Stipends :	$0.00
m Trainee Tuition and Fees :	$225,600.00
n . Trainee Travel :	$0.00
o . TOTAL DIRECT COSTS :	$279,216.00
p . INDIRECT COSTS (Rate: % of S&W/TADC) :	$3,137.00
q . TOTAL APPROVED BUDGET :	$282,353.00
i. Less Non-Federal Share:	$0.00
ii. Federal Share:	$282,353.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	$282,353.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	$0.00
ii. Offset	$0.00
c. Unawarded Balance of Current Year's Funds	$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	$282,353.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	$0.00

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEARS	TOTAL COSTS
02	$282,353.00
03	$282,353.00

14. APPROVED DIRECT ASSISTANCE BUDGET:(In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	$0.00

15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A]
Estimated Program Income: $0.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached [X]Yes [ ]No)
This NoA is issued to remove one or more Grant Conditions imposed on projects.

Electronically signed by William Weisenberg , Grants Management Officer on : 10/24/2014

17. OBJ. CLASS: 41.21 **18. CRS-EIN:** 1116000464A1 **19. FUTURE RECOMMENDED FUNDING:** $0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
14 - 376PARA	93.243	14G02HP27911	$0.00	$0.00		14-BHWET

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants.hrsa.gov/webexternal/login.asp to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. The grant condition stated below on NoA 1 G02HP27911-01-00 is hereby lifted.

   Within 30 days of issuance of Notice of Award, the grantee must submit a revised staffing plan that includes responsibilities/activities and time allocation of key personnel, including the Principal Investigator, program support staff, evaluator, etc., who will ensure the successful implementation of the goals and objectives of the funded program.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Gail Vizzini	Authorizing Official	vizzing@sunysuffolk.edu
Kathleen Ayers-Lanzillotta	Program Director	ayersk@sunysuffolk.edu
William T Tucker	Point of Contact	tuckerw@sunysuffolk.edu

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Sylvia Joice at:
DNPH
5600 Fishers Ln
Rockville, MD, 20857-1750
Email: sjoice@hrsa.gov
Phone: (301) 443-1084
Fax: (301) 443-1057

Division of Grants Management Operations:

For assistance on grant administration issues, please contact William Weisenberg at:
MailStop Code: 18-75
HRSA/OFAM/DGMO/HPB
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: William.Weisenberg@hrsa.hhs.gov
Phone: (301) 443-8056
Fax: (301) 443-6343

Henrietta Ytuarte

From: William Tucker
Sent: Monday, October 27, 2014 9:37 AM
To: Henrietta Ytuarte
Cc: Deborah Lesser; Kathleen Ayers-Lanzillotta
Subject: FW: Transmission of a HRSA Notice of Grant Award for 6 G02HP27911-01-01
Attachments: NGA.PDF

Hi Henni,

This is an amendment to the HRSA NGA that updates the first page to remove the special condition, so don't replace the previous one, just add this one to it. They should have named it NGA amendment 1 or something like that.

The tax number in box 18 continues to be incorrect. Will Weisenberg, the contract officer, informs me he cannot change it. I'm continuing to investigate what needs to be done about that.

Happy Monday!

Troy.

W. Troy Tucker, PhD, CRA
Office of Grants Development
Suffolk County Community College

From: DGMONGAEmail@hrsa.gov [mailto:DGMONGAEmail@hrsa.gov]
Sent: Friday, October 24, 2014 12:57 PM
To: William Tucker
Subject: Transmission of a HRSA Notice of Grant Award for 6 G02HP27911-01-01

Dear Colleague,

The attached Notice of Grant Award, G02HP27911-01-01 for Behavioral Health Workforce Education And Training For Professionals And Paraprofessionals to SUFFOLK COUNTY COMMUNITY COLLEGE, Selden, New York is provided by the Health Resources and Services Administration (HRSA). Please retain this notice for your official records, as a paper copy will not be provided. Please do not reply to this automatic email. Refer to the contacts section of the award notice for the name, phone number and email of your program and grants management contact. Also, refer to the Remarks portion of the NGA and the attached Terms and Conditions for the specific purpose of this action.

Note: To view the Notice of Grant Award, Acrobat Reader version 5 or above must be installed.

Henrietta Ytuarte

From:	Gail Vizzini
Sent:	Tuesday, September 30, 2014 8:37 PM
To:	Henrietta Ytuarte; William Tucker; John Bullard
Cc:	Mary Lou Araneo
Subject:	Fwd: Application Tracking Number 117779
Attachments:	117779_SSE.doc

We received confirmation that the HRSA grant is approved. Jennie will we have a reso for the Oct BOT?

Sent from my Verizon Wireless 4G LTE DROID

-------- Original Message --------
Subject: Application Tracking Number 117779
From: oitgems@hrsa.gov
To: Gail Vizzini <vizzing@sunysuffolk.edu>
CC:

Dear Applicant:

We are pleased to inform you that your application for a grant has been approved by BHPR in Health Resources and Services Administration (HRSA). Following are the details of your grant:

Program Name: Behavioral Health Workforce Education and Training for Professionals and Paraprofessionals
Announcement Number: HRSA-14-126
Funding Cycle Name: Behavioral Health Workforce Education and Training for Paraprofessionals
Application Received Date:
Project Period: September 01, 2014 - August 31, 2017

Enclosed is a summary of comments made by external reviewers, from HRSA's Division of Independent Review (DIR), regarding the strengths and weaknesses of the application submitted by your organization. It is recommended that you and your staff review each of the notations made by the DIR and use this information to enhance your project.

If you have any questions, please contact:

Name: Sylvia Joice, DrPH, MPH, MSSS (Project Officer)
Phone: 301-443-1084
Email: SylviaJoice@hrsa.gov

We look forward to working with you over the coming years.

Sincerely,
Julia Sheen-Aaron
Program Quality Controller

GWD715 544255
FEDERAL GRANT - HRSA
BEHAVIORAL HEALTH -
WORKFORCE EDUC.

SUFFOLK COUNTY COMMUNITY COLLEGE
OFFICE OF GRANTS DEVELOPMENT
GRANT / CONTRACT SUBMISSION FORM

CHECK ONE OF THE FOLLOWING:

☒ **PROPOSAL** ☒ **GRANT AWARD** ☐ **(SUB)CONTRACT AWARD** ☐ **LETTER OF INTENT TO SUBMIT**

LOCATION: ☐ **AMMERMAN** ☒ **GRANT** ☐ **EASTERN** ☐ **CENTRAL** ☐ **CTC** ☐ **OCE**

PROJECT TITLE Chemical Dependency Counseling Workforce Enhancement

FUNDING SOURCE US Dept. of Health & Human Services

TOTAL REQUEST 847,059 **TOTAL PROJECT COST** 847,059 **DUE DATE** 6/3/2014

PROJECT PERIOD September 30, 2014 - September 30, 2017 **IN-KIND $** 0

CASH MATCH ($) 0 **& BUDGET CODE(S) FOR MATCH**

REASSIGNED/RELEASE TIME One course released for the Project Director each year, paid by the grant

GRANT/CONTRACT-FUNDED POSITIONS

SPECIAL SPACE REQUIREMENTS

☒ **I HAVE ATTACHED A COPY OF THE FUNDING AGENCY'S GUIDELINES (i.e., RFA or RFP)**
☒ **I HAVE ATTACHED A COPY OF THE PROPOSAL AND/OR THE AWARD LETTER**
☒ **I HAVE ATTACHED A COPY OF THE PROJECT BUDGET**
☒ **I HAVE INDICATED STRATEGIC GOALS/OBJECTIVES ADDRESSED BY THIS PROJECT (page 2)**
☒ **I HAVE PROVIDED A WRITTEN ABSTRACT OR PROJECT SUMMARY (page 3)**
☐ **I PLAN TO PURCHASE I.T. EQUIPMENT (If so, your Campus' ETU must approve project–see #3 below)**

SIGNATURES (Project Director secures 1-3, then submits to Asst. Dean of Grants)

1. Academic Chair/Supervisor	see attached electronic approval	**Date** 5/29/2014
2. Campus Dean/AVP		**Date**
OR		
Executive Director		**Date**
3. Campus ETU (optional)		**Date**
4. College Asst. Dean of Grants		**Date**
5. Area Vice President		**Date**
6. VP–Business/Financial Svcs.	see attached electronic approval	**Date** 6/2/2014

see attached electronic signature	Assistant Professor/Program Coordinator	
Signature of PD/PI (Proposer)	**Proposer's Title (Print)**	
Chemical Dependancy Counseling	851-6594	5/29/2014
Proposer's Department/Division/Office	**Proposer's Phone #**	**Date Signed**

INFORMATION REQUIRED FOR COUNTY & BOARD RESOLUTIONS:

☒ **Grant Proposal:** $ 847,059 ***OR*** ☒ **Grant Award:** $ 282,353/yr

Funding Source/Agency: US Dept. of Health & Human Services

Full Project Name: Chemical Dependency Counseling Workforce Enhancement

Project Period: September 30, 2014 - September 30, 2017

Project Director (PD/PI): Kathleen Ayers-Lanzillotta 29

Campus/Location: Michael J. Grant campus

Total Request for Grant/Contract: $847,059

Cash Match: 0

In-kind Contributions: 0

Total Project Budget: $847,059

List Full-Time Positions:

List Reassigned/Overload Time: PD one month summer overload each yr., released one course each year

Number of Students to be Served: 120

Type of Students to be Served: Diverse group of students with be recruited in terms of race/ethnicity, socio-economic status, and other demographic factors.

Abstract or Project Summary (Limit to space provided below)

The project will expand SCCC's capacity to train certified behavioral health workers by supporting education costs for these paraprofessionals and increasing the numbers of qualified individuals working with at-risk children, youth and their families on Long Island. Program personnel will leverage their relationships with non-profit and public community organizations to recruit, train and place students within the program. At least 85% of grant funds will cover up to 12 months of a student's tuition, fees and supplies within SCCC's Chemical Dependency Counseling program. Graduates will have fulfilled all the educational and internship requirements set forth by the New York State Office of Alcohol and Substance Abuse Services (OASAS) and by the International Credentialing Reciprocity Consortium (ICRC). The grant will support career development and job placement services so that students can complete their work requirements before applying to sit for the Credentialed Alcoholism Substance Abuse Counselor-Trainee (CASAC-T) exam.

Office of Legal Affairs / NFL-230
533 College Rd / Selden / NY 11784
P: 631-451-4235 / F: 631-451-4974

Confidentiality Notice: This email transmission, along with files and attachments therewith, is privileged and/or confidential, inter-office / intra-agency communication and not subject to FOIL disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any information contained in or attached to this email is strictly prohibited. If you have received this email in error, please notify the sender by email or phone, and delete this email and destroy any printouts.

GRANTS.GOV

Grant Application Package

Opportunity Title:	Behavioral Health Workforce Education and Training for
Offering Agency:	Health Resources & Services Administration
CFDA Number:	93.243
CFDA Description:	Substance Abuse and Mental Health Services_Projects of
Opportunity Number:	HRSA-14-126
Competition ID:	HRSA-14-126
Opportunity Open Date:	
Opportunity Close Date:	06/03/2014
Agency Contact:	Contact HRSA Call Center at 877-Go4-HRSA/877-464-4772 or email CallCenter@HRSA.GOV

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: Suffolk County Community College

Select Forms to Complete

Mandatory

- SF424 (R & R)
- Assurances for Non-Construction Programs (SF-424B)
- Project/Performance Site Location(s)
- Research & Related Senior/Key Person Profile
- Research And Related Other Project Information
- Research & Related Budget
- Attachments

Optional

- ☐ R & R Subaward Budget Attachment(s) Form
- ☐ Disclosure of Lobbying Activities (SF-LLL)

Instructions

Show Instructions >>

OMB Number: 4040-0001
Expiration Date: 8/30/2016

APPLICATION FOR FEDERAL ASSISTANCE
SF 424 (R&R)

3. DATE RECEIVED BY STATE	State Application Identifier

1. TYPE OF SUBMISSION
☐ Pre-application ☒ Application ☐ Changed/Corrected Application

2. DATE SUBMITTED | **Applicant Identifier**

4. a. Federal Identifier
b. Agency Routing Identifier
c. Previous Grants.gov Tracking ID

5. APPLICANT INFORMATION
Organizational DUNS: 068017615
Legal Name: Suffolk County Community College
Department: | Division:
Street1: 533 College Road
Street2:
City: Selden | County / Parish:
State: NY: New York | Province:
Country: USA: UNITED STATES | ZIP / Postal Code: 11784-2899

Person to be contacted on matters involving this application
Prefix: Dr. | First Name: William | Middle Name: Troy
Last Name: Tucker | Suffix:
Position/Title: Grants Specialist
Street1: 533 College Road
Street2:
City: Selden | County / Parish:
State: NY: New York | Province:
Country: USA: UNITED STATES | ZIP / Postal Code: 11784-2899
Phone Number: 631-451-4760 | Fax Number:
Email: tuckerw@sunysuffolk.edu

6. EMPLOYER IDENTIFICATION *(EIN) or (TIN)*: 26-2415339

7. TYPE OF APPLICANT: H: Public/State Controlled Institution of Higher Education
Other (Specify):
Small Business Organization Type ☐ Women Owned ☐ Socially and Economically Disadvantaged

8. TYPE OF APPLICATION:
☒ New ☐ Resubmission
☐ Renewal ☐ Continuation ☐ Revision

If Revision, mark appropriate box(es).
☐ A. Increase Award ☐ B. Decrease Award ☐ C. Increase Duration ☐ D. Decrease Duration
☐ E. Other (specify):

Is this application being submitted to other agencies? Yes ☐ No ☒ What other Agencies?

9. NAME OF FEDERAL AGENCY:
Health Resources & Services Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 93.243
TITLE: Substance Abuse and Mental Health Services_Projects of Regional and National Significance

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Chemical Dependency Counseling Workforce Enhancement at Suffolk County Community College

12. PROPOSED PROJECT:
Start Date: 09/30/2014 | Ending Date: 09/29/2017

13. CONGRESSIONAL DISTRICT OF APPLICANT
NY-002

SF 424 (R&R) APPLICATION FOR FEDERAL ASSISTANCE

14. PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR CONTACT INFORMATION

Prefix: | First Name: Kathleen | Middle Name:
Last Name: Ayers-Lanzillotta | Suffix: MPA, CASAC
Position/Title: Assistant Professor/Program Coordinator
Organization Name: Suffolk County Community College
Department: Chemical Dependency Counseling | Division:
Street1: 1001 Crooked Hill Road
Street2:
City: Brentwood | County / Parish:
State: NY: New York | Province:
Country: USA: UNITED STATES | ZIP / Postal Code: 11717-1017
Phone Number: 631-851-6594 | Fax Number:
Email: ayersk@sunysuffolk.edu

15. ESTIMATED PROJECT FUNDING

a. Total Federal Funds Requested	847,059.00
b. Total Non-Federal Funds	0.00
c. Total Federal & Non-Federal Funds	847,059.00
d. Estimated Program Income	0.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE:

b. NO ☒ PROGRAM IS NOT COVERED BY E.O. 12372; OR
☐ PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances * and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ I agree

The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

18. SFLLL (Disclosure of Lobbying Activities) or other Explanatory Documentation

Add Attachment | Delete Attachment | View Attachment

19. Authorized Representative

Prefix: Ms. | First Name: Gail | Middle Name:
Last Name: Vizzini | Suffix:
Position/Title: Vice President
Organization: Suffolk County Community College
Department: | Division:
Street1: 533 College Road
Street2:
City: Seldon | County / Parish:
State: NY: New York | Province:
Country: USA: UNITED STATES | ZIP / Postal Code: 11784-2899
Phone Number: 631-451-4231 | Fax Number:
Email: vizzing@sunysuffolk.edu

Signature of Authorized Representative: Completed on submission to Grants.gov

Date Signed: Completed on submission to Grants.gov

20. Pre-application | Add Attachment | Delete Attachment | View Attachment

21. Cover Letter Attachment | Add Attachment | Delete Attachment | View Attachment

OMB Number: 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Completed on submission to Grants.gov	Vice President
APPLICANT ORGANIZATION	DATE SUBMITTED
Suffolk County Community College	Completed on submission to Grants.gov

OMB Number: 4040-0010
Expiration Date: 9/30/2016

Project/Performance Site Location(s)

Project/Performance Site Primary Location ☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Suffolk County Community College

DUNS Number:

* Street1: 1001 Crooked Hill Road

Street2:

* City: Brentwood County:

* State: NY: New York

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 11717-1017 * Project/ Performance Site Congressional District: NY-002

Project/Performance Site Location 1 ☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Suffolk County Community College

DUNS Number:

* Street1: 533 College Road

Street2:

* City: Selden County:

* State: NY: New York

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 11784-2899 * Project/ Performance Site Congressional District: NY-001

Additional Location(s) Add Attachment Delete Attachment View Attachment

RESEARCH & RELATED Senior/Key Person Profile

PROFILE - Project Director/Principal Investigator

Prefix: | * First Name: Kathleen | Middle Name:

* Last Name: Ayers-Lanzillotta | Suffix: MPA, CASAC

Position/Title: Assistant Professor/Program Coordinator | Department: Chemical Dependency Counseling

Organization Name: Suffolk County Community College | Division:

* Street1: 1001 Crooked Hill Road

Street2:

* City: Brentwood | County:

* State: NY: New York | Province:

* Country: USA: UNITED STATES | * Zip / Postal Code: 11717-1017

* Phone Number: 631-851-6594 | Fax Number:

* E-Mail: ayersk@sunysuffolk.edu

Credential, e.g., agency login:

* Project Role: PD/PI | Other Project Role Category:

*Attach Biographical Sketch: Biosketch Kathy Ayers Lanzil | Add Attachment | Delete Attachment | View Attachment

Attach Current & Pending Support: | Add Attachment | Delete Attachment | View Attachment

PROFILE - Senior/Key Person 1

Prefix: | * First Name: | Middle Name:

* Last Name: | Suffix:

Position/Title: | Department:

Organization Name: | Division:

* Street1:

Street2:

* City: | County:

* State: | Province:

* Country: USA: UNITED STATES | * Zip / Postal Code:

* Phone Number: | Fax Number:

* E-Mail:

Credential, e.g., agency login:

* Project Role: | Other Project Role Category:

*Attach Biographical Sketch: | Add Attachment | Delete Attachment | View Attachment

Attach Current & Pending Support: | Add Attachment | Delete Attachment | View Attachment

Next Person

ADDITIONAL SENIOR/KEY PERSON PROFILE(S): | Add Attachment | Delete Attachment | View Attachment

Additional Biographical Sketch(es) (Senior/Key Person): | Add Attachment | Delete Attachment | View Attachment

Additional Current and Pending Support(s): | Add Attachment | Delete Attachment | View Attachment

OMB Number: 4040-0001
Expiration Date: 6/30/2016

Biosketch
Kathleen Ayers Lanzillotta, MPA, CASAC

Education and Training

- N. Y. S. Credentialed Alcoholism and Substance Abuse Counselor, CASAC #1278 — 1983
- M.PA. Public Administration, S.U.N.Y. at Albany — 1983
- Rutgers University Summer School of Alcohol Studies — 1979
- N. Y. S. Teacher Certification, Health Education Grades 7 – 12 — 1977
- B. S. Psychology and Health Education, S.U.N.Y. at Stony Brook — 1977

Research and Professional Experience

Program Coordinator/Assistant Professor — 09/13- present
Suffolk County Community College, Chemical Dependency Counselor (CDC) Program

Director, Charles K. Post Addiction Treatment Center — 10/11- 7/13
New York State Office of Alcoholism and Substance Abuse Services

Director of Chemical Dependence Services — 9/90- 10/2011
Catholic Charities Diocese of Rockville Centre, Commack, New York

Early Career Summary — 1977 - 1990

- Seafield Center – Administration, JCAHO review preparation
- Gracie Square Hospital - Developed Long Island based 75 bed detox / rehab facility
- Family Service League of Suffolk County
- South Oaks Hospital – Direct care senior counselor in alcohol and substance abuse units
- PACE Center – private outpatient alcoholism clinic with CAC training program
- NYS Office of Alcoholism and Substance Abuse Services – Albany, New York
  - Youth and Fetal Alcohol Syndrome Program Specialist
  - Executive Assistant to the Commissioner
- Washingtonian Center for Addictions & Peter Bent Brigham Hospital - Boston, Massachusetts
  - Administrative Training Program and ran community/school alcohol and drug education

Collaborators and Affiliations

Suffolk County Communities of Solution Coalition — 2010- present
SCCC Representative with CDC club students (2013-Date)

N.Y.S. Association of Alcoholism and Substance Abuse Providers, Inc. (ASAP) — 1985-2011
Board Member (1999-2011) Vice President (2006 – 2011)
Committees: Public Policy, Managed Care, Welfare Reform, Criminal Justice

Suffolk County Quality Consortium (affiliated coalition of ASAP) — 1994-2013
President (2001-2004)

New York State Federation of Alcohol and Substance Abuse Counselors, Inc. 1979-1999

Suffolk Coalition to Prevent Alcohol and Drug Dependencies Inc., Board Member 1989-1997
President (1996-1997), Vice President (1994-1996)

National Association for Children of Alcoholics, Inc. (NACOA), Member 1983-1993
Board Member & Northeastern Regional Representative (1992)

New York State Coalition for Children of Addictions Inc. (Chapter of NACOA) 1986-1992
Board Member (1986-1992), President (1990-1992), Treasurer (1987-1988)
Long Island Chapter President (1986-1988)

National Business and Professional Women's Association 1979-1984
Albany Chapter Board Member (1981)

Publications and Synergistic Activities

Ayers Lanzillotta, K., 1982. "The Question of Parental Consent When Treating Minors for Alcoholism and Alcohol Abuse." National Clearinghouse for Alcohol Information Data Base. Presented at the 30th National Alcoholism Forum, Washington D.C.

1979 – Present – Professional Conference & In-service Training Presentations: community coalition building, advocacy and networking, discharge planning, housing and various issues in accordance with NYS OASAS program operation regulations.

1983 – 1995 – Adjunct Teaching/ Guest Speaking – Subjects: Federal Confidentiality Regulations, treatment approaches and levels of care (from prevention to treatment), counseling families, COAs and ACOAs, ethics, code of conduct, prevention program models, DWI Laws, History of Addiction Treatment in New York State, Fundamentals of individual and group counseling, clinical record keeping systems and outcome measures, Counselor/Client Relationship and Boundaries.

- Stony Brook University, C.W. Post College - Undergraduate Schools of Social Work & Mental Health Counseling
- CAC/CASAC training programs on Long Island: Suffolk County Community College, New York Institute of Technology (Islip), Molloy College, PACE Center Inc., Napenthe Inc. and South Oaks Hospital (Graduation keynote speaker)

RESEARCH & RELATED Other Project Information

OMB Number: 4040-0001
Expiration Date: 8/30/2016

1. Are Human Subjects Involved? [X] Yes [ ] No

1.a. If YES to Human Subjects

Is the Project Exempt from Federal regulations? [X] Yes [ ] No

If yes, check appropriate exemption number. [X] 1 [ ] 2 [ ] 3 [ ] 4 [ ] 5 [ ] 6

If no, is the IRB review Pending? [ ] Yes [ ] No

IRB Approval Date:

Human Subject Assurance Number:

2. Are Vertebrate Animals Used? [ ] Yes [X] No

2.a. If YES to Vertebrate Animals

Is the IACUC review Pending? [ ] Yes [ ] No

IACUC Approval Date:

Animal Welfare Assurance Number:

3. Is proprietary/privileged information included in the application? [ ] Yes [X] No

4.a. Does this Project Have an Actual or Potential Impact - positive or negative - on the environment? [ ] Yes [X] No

4.b. If yes, please explain:

4.c. If this project has an actual or potential impact on the environment, has an exemption been authorized or an environmental assessment (EA) or environmental impact statement (EIS) been performed? [ ] Yes [ ] No

4.d. If yes, please explain:

5. Is the research performance site designated, or eligible to be designated, as a historic place? [ ] Yes [X] No

5.a. If yes, please explain:

6. Does this project involve activities outside of the United States or partnerships with international collaborators? [ ] Yes [X] No

6.a. If yes, identify countries:

6.b. Optional Explanation:

7. Project Summary/Abstract BHWETabstract1.pdf Add Attachment | Delete Attachment | View Attachment

8. Project Narrative BHWETnarrative final1.pdf Add Attachment | Delete Attachment | View Attachment

9. Bibliography & References Cited Add Attachment | Delete Attachment | View Attachment

10. Facilities & Other Resources Add Attachment | Delete Attachment | View Attachment

11. Equipment Add Attachment | Delete Attachment | View Attachment

12. Other Attachments Add Attachments | Delete Attachments | View Attachments

PROJECT ABSTRACT

Title: Chemical Dependency Counseling Workforce Enhancement

Name of certificate program(s) and focus of the training and education: Chemical Dependency Counseling leading to CASAC-T, CASAC, and A.A.S.

This HRSA BHWET-funded project will expand the college's capacity to train certified behavioral health paraprofessionals by supporting education costs for these workers and increasing the numbers of qualified individuals working with at-risk children, youth and their families on Long Island. The project will increase the instructional capacity of the program by 71% to educate 120 students each year within its existing Chemical Dependency Counseling certificate and associate degree program. Program personnel will leverage their relationships with non-profit and public community organizations to recruit and train students within the program and place them in the field upon completion. At least 85% of grant funds will cover up to 12 months of a student's tuition, fees and supplies within the Chemical Dependency Counseling program. Graduates will have fulfilled all the educational and internship requirements set forth by the New York State Office of Alcohol and Substance Abuse Services (OASAS) to become a Credentialed Alcoholism and Substance Abuse Counselor Trainee (CASAC-T) and by the International Credentialing Reciprocity Consortium (ICRC) to be prepared to sit for the Credentialed Alcoholism Substance Abuse Counselor (CASAC) exam. The grant will support career development and job placement services so that students are prepared to begin working as a CASAC-T upon successful completion of the program. Our program graduates will have the knowledge, skill and passion required to effectively help the growing number of young people and their families on Long Island that are struggling with addiction and other behavioral health problems. This BHWET grant will provide an important catalyst for students to help support the chemical dependency counseling needs of the region.

INTRODUCTION

Suffolk County Community College (SCCC), located at three campuses distributed across Long Island's easternmost county, is the largest community college in the State University of New York (SUNY) system, enrolling 26,908 students for the fall 2013 semester. SCCC proposes to use Behavioral Health Workforce Education and Training for Paraprofessionals (BHWET) grant funds to increase the instructional capacity of the existing Chemical Dependency certificate and associate degree program by 71% and enroll 300 students at the College's Michael J. Grant Campus in Brentwood. The program is fully accredited by the New York State Office of Alcoholism and Substance Abuse Services (OASAS). Recruitment efforts will target high school graduates, veterans, people in recovery, unemployed, dislocated and incumbent workers who are entering the workforce or are transitioning to a new job or career. SCCC will partner with community organizations to recruit participants and to provide field experiences and job placement services to prepare graduates to meet the growing demand for OASAS-credentialed alcoholism and substance abuse counselors to serve at-risk children, adolescents, transitional-age youth and their families on Long Island. The program is critical because no other Long Island community college program exists offering certified training to the region's more than 2.8 million residents.

SCCC will accomplish the goals of the grant-funded project by partnering with local high schools, community youth organizations, the New York State (NYS) Department of Labor, the NYS Office of Temporary Disability Assistance Vocational Rehabilitation Services, NYS Education Department Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCESS), chemical dependency and mental health service providers, NYS Office of Alcoholism and Substance Abuse Services (OASAS) approved peer recovery advocate programs, and other allied health and human service organizations to recruit prospective students. The program will provide the Credentialed Alcoholism and Substance Abuse Counselor (CASAC) 350-Hour Education and Training Standardized Curriculum, which is consistent with the OASAS Education and Training Provider Certification requirements (students who successfully complete the program receive a certificate from SCCC which qualifies them to receive their CASAC-T certification from OASAS). Program graduates will be prepared to take the International Certification and Reciprocity Consortium/Alcohol and Other Drug Abuse, Inc. (ICRC) examination to ultimately become a fully credentialed CASAC in New York State (NYS). The program will also engage participants in career planning and provide opportunities for them to network with professionals and other paraprofessionals in the behavioral health field at local conferences, seminars, and community coalition meetings, as appropriate. Collaborations with local addiction prevention, treatment and recovery service organizations will be leveraged to provide hands-on internship experiences through the implementation of active learning strategies, worksite activities and job placement services.

Demographics of the Population to be Served

The Chemical Dependency Counseling program at Suffolk County Community College graduates students who serve the residents of the eastern two counties of Long Island, New York. Long Island is 80 miles long, consists of 1,197 square miles, and is divided into four counties: Kings, Queens, Nassau, and Suffolk. Suffolk and Nassau are the easternmost counties, with a combined population of 2.8 million (LI Index).

Suffolk and Nassau counties are home to a varied suburban population characterized by a wide range in income, housing, and education that contributes to the diversity in the area, as outlined in the chart below. 87.2% of the population is white, 9.1% is African American, 17.8% Hispanic/Latino, 4.3% is Asian, and 1.1% is American Indian and Alaskan Native (2012 Population Estimates, 2010 U.S. Census). Median household income in 2011 was $89,877 for Whites, $70,024 for African Americans, $70,342 for Hispanics, $92,893 for Asians, $56,875 for American Indians/Alaskan Natives, and $87,187 for all races and ethnicities combined (Suffolk County Community Health Assessment 2014-17). More than one third of all alcohol and substance abuse treatment admissions in each county are individuals below the age of 26 years (NYS Office of Alcoholism and Substance Abuse Services 2014).

Data	Nassau	Suffolk
Estimated Population 2013	1,352,146	1,499, 738
Persons under 18 years, percent, 2012	22.5%	23.1%
Language other than English spoken at home, pct age 5+, 2008-2012	28.1%	20.6%
Foreign born persons, percent, 2008-2012	21.2%	14.4%
Veterans 2008-2012	65,613	87,284
Total alcohol/substance abuse treatment admissions under age 26 (%) in 2013	2,764 (35%)	6,216 (34%)

U.S. Census Bureau American Fact Finder, NYS Office of Alcoholism and Substance Abuse Services 2014.

Suffolk County Community College (SCCC) is the largest community college and largest undergraduate-serving institution in the State University of New York system. Its fall 2013 enrollment was 26,908, 54% of whom were women (IE Headcount 2013). The college was established in 1959 to serve the 1.5 million residents of Suffolk County, New York, across three campuses, including the Michael J. Grant Campus, which houses the CDC program.

Diversity at SCCC reflects the population of the county as a whole: White (50%), Hispanic (16%), African American (8.0%), Asian/Pacific Islander (3%), Native American (0.4%), and non-resident/other/unknown (23%) (IE Headcount 2013; US Census 2010). At the Michael J. Grant Campus, 22% of students are Hispanic and 12% are African American, reflecting the more diverse nature of the community surrounding the campus where the Chemical Dependency Counseling program is housed.

Students at SCCC are young for a community college, with almost 78% under 25 (IE Headcount 2013) versus about 50% at other two-year colleges (NPSAS 2008). About one-quarter of 18 to 24-year-olds attending college in the county are enrolled at SCCC (US Census Bureau ACS 2008; IE Headcount 2008) and each year more than one in five local high school students enroll in SCCC upon graduation (IE Yield 2007-09).

Economic hardship impacts enrollment. SCCC data from the 2011-12 academic year show that 3,450 of the 9,700 students on the Michael J. Grant Campus received Pell funding totaling more than $11.4 million. Since the spring semester of 2013, 144 new students applied to the CDC program at Suffolk. Although almost 94% met the requirements to matriculate, only 63% actually registered and entered the program. The CDC Program Coordinator has reported that a significant number of students who are interviewed for acceptance to the program are truly motivated and prepared to start the training program, but are unable to register due to their inability to pay for tuition, books, and fees.

Local and State Health Needs and the Behavioral Health Workforce

Youth drug abuse in Suffolk County continues to rise. While half of Suffolk County high school seniors surveyed denied any illicit drug use, the demand for adolescent treatment services keeps increasing. In Suffolk County, the age of initial drug use is earlier than ever before. In 2011, 11th and 12th graders reported that their first drug use occurred at 14.3 years of age, while 7th and 8th graders reported first using drugs at 11.5 years old (2010-2011 Long Island Regional Youth Development Survey). Among the 18,724 individuals served by chemical dependency treatment programs in Suffolk County in 2012, alcohol was self-identified as the primary drug of abuse most often (40.5%), followed by heroin (18%); 35% of those served were under 26 years of age (Suffolk County Community Health Assessment 2014-17). Suffolk County youth also abuse prescription drugs at epidemic proportions. One in five teens report abusing prescription pain medications, prescription stimulants, and/or tranquilizers (2010-2011 Long Island Regional Youth Development Survey).

The Kids Well-Being Indicators Clearinghouse provides local health status indicators related to the behavioral health problems of these at- risk children, adolescents and transitional-age youth.

Alcohol kills more young people in Suffolk County than all illegal drugs combined. In Suffolk County, 34% of 11th and 12th graders admitted to binge drinking - surpassing the national average by 10% (NYS OASAS Youth Development Survey). Suffolk County recorded 2,846 arrests for Driving While Intoxicated in 2013; 383 of those involved underage individuals and 95% were 21 to 24 years of age (Suffolk County Police Dept. 2014; Newsday May 21, 2014). The enclosed letters of support from treatment providers (see Attachment 8) attest to the dramatic shift in the average age of persons entering treatment. Overall, underage drinking costs the residents of NYS $3.3 billion in 2010, including work loss, medical care, and other expenses (PIRE, September 2011).

When 18-year-old Natalie Ciappa of Massapequa fatally overdosed on heroin at a house party in 2008, the residents of Nassau and Suffolk counties were so outraged that the county legislatures enacted laws in her name and launched heroin-arrest tracking websites to raise awareness of the opiate abuse epidemic. The talented singer, cheerleader and honor student became the poster child of the epidemic, galvanizing suburban Long Island as residents came to grips with the fact that the scourge of heroin was not just an urban problem. Nearly 500 people have died of heroin overdoses on Long Island since Natalie's Laws were passed, according to statistics provided by medical examiners in both Nassau and Suffolk counties. That is nearly double the number of people murdered on Long Island in the same time period.

Long Island has had a nearly 30-percent increase in heroin arrests over the past five years. Experts, law enforcement, and former users confirm that the cyclical resurgence of heroin as Long Island's drug of choice is partially attributable to crackdowns on the prescription drug black market that made painkillers pricier—resulting in a 44-percent increase in fatal heroin ODs on Long Island since 2009. More than 4 million Americans ages 12 or older had used heroin at least once in their lives as of 2011, and the total increased by another 300,000 the following year, according to the latest figures available from the National Institute on Drug Abuse, with nearly a quarter of those getting hooked. And heroin is easier than ever to get, since U.S. Drug Enforcement Administration officials say Mexican and Colombian drug cartels have flooded the market, with the DEA making 20 percent of nationwide heroin seizures in 2013 in New York. More recent statistics show that 35% of nationwide heroin seizures occurred in New York between October of 2013 and May 2014 (Joint Senate Task Force on Heroin and Opioid Addiction, May 2014).

Heroin overdose deaths on Long Island rose 44 percent, from 85 in 2009 to 122 in 2013. That equates to a 74-percent spike from 47 to 82 ODs over the time period in Suffolk County and a slight rise from 38 to 40 in Nassau County, according to county medical examiners. Nassau police said 21 people died of heroin ODs so far this year, half of last year's rate in the first three months of 2014. Overdose statistics may show a switch from pills to heroin, but arrests for possession of both types of drugs are up. Heroin arrests in Nassau rose 28 percent from 391 in

2009 to 500 last year while prescription drug arrests rose 132 percent from 253 to 587 during the same time period, while Suffolk saw heroin busts increase 35 percent from 1,026 to 1,386. The DEA reports a 427-percent increase in heroin arrests on Long Island from 11 in 2008 to 58 in 2013.

Suffolk County District Attorney Thomas Spota has dubbed the Long Island Expressway "Heroin Highway" because dealers use it to get the drug from New York City to Long Island. Local police, medical examiner, and DEA data document why Long Island desperately needs to enhance the workforce with chemical dependency counselors that are trained to work with youth and families. Because there is so much overlap between the criminal justice and drug treatment systems, advocates are calling for alternatives to incarceration that will address the underlying causes of addiction and crime. The judicial diversion program that allows judges to order non-violent offenders into rehab instead of jail is a start, but more voices are needed to advocate for steps to insure access to treatment. SCCC CDC students are actively engaged in advocacy work in this area through the Long Island Recovery Association (LIRA) and through a newly formed NYS Senate's Joint Task Force on Heroin and Opioid Addiction, which recently held its initial public forum on SCCC's Michael J. Grant campus in Brentwood. SCCC's CDC program was prominently featured at the meeting, as three CDC students were asked to present their stories, highlight their experiences, and discuss their journeys to becoming credentialed alcoholism and substance abuse counselors. On May 28, 2014 the Task Force released a package of 25 legislative recommendations to help tackle the current drug epidemic (Joint Senate Task Force on Heroin and Opioid Addiction, May 2014).

One local hospital has recently responded to the need for adolescent treatment beds, opening a five-bed adolescent detox unit to supplement their adult unit. Claire Olsen, the Director of the St. Charles Hospital CD program, is also an adjunct faculty member in the SCCC CDC program. Plans have also been discussed with Boards of Cooperative Educational Services (BOCES) regarding the establishment of a recovery school on Long Island. SCCC's CDC Program Coordinator is exploring an opportunity to collaborate with OASAS and the BOCES (Boards of Cooperative Educational Services) officials in establishing the new Recovery High School and as an official site for SCCC CDC student interns to work with youth in recovery.

The mental health field is in particular need of employees educated and trained to work with chemically dependent individuals since a significant number of individuals in mental health services have co-occurring disorders. The majority of undergraduate and graduate mental health programs do not prepare students to work with chemically dependent individuals. Paraprofessionals trained specifically to work with chemical dependency can be an asset for a mental health program as part of their staffing plan. This represents a cost effective way for mental health program administrators to enhance the overall treatment team and individual client treatment outcomes success rate.

Labor Market Information

A white paper prepared by the Institute for Professional Development in the Addictions (IPDA) in 2002 entitled, *Solutions to NYS Addictions Work Force Crisis* projected worsening shortages in many of the health-care professions, which will have a direct negative impact on the delivery of substance abuse services. As a result of this paper, OASAS changed a component of its operating regulations (Part 822h) requiring that at least 50% of all clinical staff be qualified health professionals. This is significant for the employment outlook because 50% of the agencies' counseling staff must have a CASAC credential. Growth is also expected as addiction and mental health counseling services are increasingly eligible for health insurance coverage.

The need for Substance Abuse and Behavioral Disorder Counselors in New York is expected to grow 14% through 2020 according to the NYS Dept. of Labor and 31% nationwide through 2022 (Bureau of Labor Statistics). Not only are jobs in this field in high demand, they are also well-paying. The median salary for the Nassau-Suffolk region was $45,100 in 2012, rising to $85,000 in the 90% percentile.

Current Behavioral Health Paraprofessional Certificate Program

In 1979, the NYS Division of Alcohol Abuse and Alcoholism began credentialing alcoholism counselors. Training for this credential was undertaken, for the most part, by treatment facilities rather than colleges. In 1987, SCCC established a committee of professionals in the chemical dependency counseling training fields to develop a program of study that met the requirements for the alcoholism counselor and for the anticipated credential for drug addiction counseling, presuming that drug addiction and alcoholism counseling would be merged eventually into a single credential. The Chemical Dependency Counseling (CDC) program at SCCC was approved by NYS in 1990, and the program accepted its first students in the fall semester of 1990. The CDC program holds certification from OASAS and meets all of the OASAS and ICRC requirements for the education of chemical dependency counselors. SCCC's CDC program has been reaccredited regularly and was most recently renewed on September 1, 2013.

SCCC's CDC program prepares students for employment or advancement in the field of chemical dependency counseling. The program offers courses required for the NYS Credentialed Alcoholism Substance Abuse Counselor (CASAC) certification in Chemical Dependency Counseling. Courses completed for the NYS certification can be applied towards the graduation requirements for the A.A.S. degree at SCCC. Graduates fulfill all the educational and internship requirements set forth by the NYS Office of Alcohol and Substance Abuse Services (OASAS) and the International Credentialing Reciprocity Consortium (ICRC) to receive a CASAC-T certification from OASAS and to sit for the credentialing exam, but they must also complete a

work requirement to become a fully Credentialed Alcohol and Substance Abuse Counselor (CASAC) in New York State.

Students admitted into the program are able to enter SCCC's program in either the fall or the spring semester and can take either day or evening classes as a full- or part-time student. CDC program admission requirements mandate that students possess a high school diploma or high school equivalency certificate. Students who are in recovery themselves must have achieved at least two consecutive years of abstinence. An interview with the CDC Program Coordinator is required prior to admission to the program. In order to be accepted into the CDC program, applicants must also submit a one page essay to the Program Coordinator explaining why they want to become a CASAC, along with two letters of recommendation attesting that the candidate would make a good chemical dependency counselor.

The CDC curriculum consists of nine, three-credit chemical dependency counseling courses, which exceeds the minimum requirements of OASAS/ICRC for the four areas of professional study and competency in the standards: 1) general knowledge of alcoholism and substance abuse; 2) alcoholism and substance abuse counseling; 3) assessment, clinical evaluation, treatment planning case management and patient, family and community education; and 4) professional and ethical responsibilities. Three distance learning (online) courses in the CDC sequence are available to students. All CDC courses are sequential and are offered at the Michael J. Grant campus of the college. In addition to the core courses, students participate in a seven credit internship course at one of SCCC's 30 partner OASAS-licensed treatment providers on Long Island to fulfill the field practicum requirement of the standards (270 hours of clinical experience and 30 hours of supervision).

SCCC's CDC program is designed as a clearly organized learning experience in both CD counseling and related courses. The first course in the nine course sequence is CD 111, Chemical Dependency in American Society. This general survey course is followed by CD 115, Dynamics of Addiction. This deeper view into the nature of addiction is accompanied by CD 120, Chemically Dependent Family Systems. In the third semester, students begin their study of actual clinical and counseling practice in CD 225, The Criminal Justice System and Chemical Dependency, CD 230, Professional Documentation, Data Collection, Assessment, And Record Keeping, and CD 235, Techniques for Counseling the Chemically Dependent Client. In the fourth semester of study, students are expected to complete their work by taking CD 240, Chemical Dependency Education and Prevention, CD 246, Advanced Techniques for Counseling the Chemically Dependent Client, CD 250, Habitation and Rehabilitation of the Chemically Dependent Client, and CD 255, The Field Practicum. This sequence is carefully designed to allow students to move from elementary and general concepts to specific, advanced, clinical practice in a logical progression.

All students in the SCCC CDC program must complete an internship class that integrates theory with actual practice in a clinical setting. Students perform intake interviews and assessments; develop treatment plans, do counseling and present intervention and education approaches, all within the context of the legal, ethical, and professional responsibilities of the chemical dependency counselor. The course involves off-campus fieldwork and students attend weekly two-hour, on-campus supervision seminars. Internship placements are only made in OASAS-approved, licensed chemical dependency counseling centers and require supervision by a qualified health professional. Students are advised to take CDC 255 in their final semester of study (18 hours of clinical, 2 hours of seminar per week). The OASAS-licensed service delivery system on Long Island has seen a steady increase in the number of youth and transitional-age youth who have developed a substance abuse problem. As such, the SCCC CDC student interns are being provided the opportunity to learn how to effectively counsel this fast-growing population.

Given the high percentage of treatment admissions for those under age 26 on Long Island in 2013 - 34% in Suffolk (6,216) and 35% in Nassau (2,764) (NYS OASAS 2008 and 2013 reports for both Nassau and Suffolk counties) - SCCC student interns have ample opportunity to work with the target population of youth and youth at risk as part of their internship assignments.

The SCCC CDC courses employ a wide range of traditional academic instruction along with opportunities for students to pursue their own interests through innovative term projects and reports. Many courses employ group instruction and frequently use role play where students practice skills in authentic simulations. Up-to-date videos and outside lecturers are used to supplement course material. The most current information in the field is integrated into instruction through electronic media and smart classrooms, enabling students to access current and relevant CD information. CDC students also have access to college computer labs for projects in CDC courses. The field practicum allows students to work in a clinical setting, alongside credentialed counselors, and with actual patients.

SCCC's CDC program expects all students to respect the unique character of the counseling relationship and reflect seriously on the way that the abuse of alcohol and mood-altering drugs would affect the quality of professional services offered to chemically dependent clients. Professional standards of conduct and adherence to the ethical principles outlined by OASAS are required of all students.

Once program students graduate, they can further their study and expand their career options by taking advantage of existing articulation agreements between SCCC and several four-year colleges on Long Island, including Stony Brook University, Adelphi University, Hofstra University, Molloy College and St. Joseph's College.

Number of Students Graduating Over the Last Five Years

The graduates of SCCC's CDC program are a well-educated and skilled group of entry-level counselors. They are parents, students, workers, teachers, and others who are assisting themselves and others in vital ways and on a daily basis, and are a considerable asset to Suffolk County. The quality and professionalism of SCCC's graduates are attested to in the attached letters of support from hiring agencies. Of the twenty-five students who graduated and received Certificates of Completion for the 350 hour program on May 15, 2014, eleven have been offered jobs working in licensed OASAS treatment programs as a CASAC-T (SCCC Telephone Survey, May 23-28, 2014). All 25 of these students have registered to participate in SCCC's free, full-day training session on June 6, 2014 to help them prepare to take the CASAC exam.

According to data provided by SCCC's Office of Planning and Institutional Effectiveness (IE 2014), over the most recent five year period for which complete data are available, (beginning fall, 2008 and ending spring, 2013), the program graduated 62 students. The majority of graduates (79%) were women and the average age of graduates was 34. Over that same period, new and continuing enrollment averaged 107 per year with women comprising 68% of students and average age of 33.9. Hispanics of any race accounted for 10% and 11% were African American, 1% Asian, and 69% White. Fully 85% of these students met the criteria for economically disadvantaged, which include individuals who participate in economic assistance programs such as Pell Grant, NYS Tuition Assistance Program, Aid for Part-Time Study, WIC, Food Stamps, or who were documented as low income according to yearly NYS Opportunity Programs income eligibility criteria, (currently $21,257 for a single individual and $43,568 for a family of four, see www.highered.nysed.gov/kiap/documents/EligibilityRequirements2011-12through2013-14.pdf). In addition, 28% were single parents, 15% displaced homemakers, 11% began with limited English proficiency, and 4% qualified as disabled under the Americans with Disabilities Act.

We will continue to track our student success in passing the CASAC exam. Current OASAS records indicate that SCCC CDC Program graduates are passing at a rate of 86%.

METHODOLOGY

SCCC's CDC program will prepare and support students seeking employment or advancement in the field of chemical dependency counseling. According to SCCC's Net Price Calculator, resident full-time student expenses total approximately $3,915 per semester, including tuition, books and fees. Each year, the CDC program enrolls approximately 70 new students. Grant funding will enable the College to enroll an additional 50 new students each year, an increase of over 71%. As a result, at least 300 unique students will be served over the three-year grant period. Well-qualified, eligible students apply and are accepted to the program each year who do

not enroll due to their inability to pay tuition. This participant support provided by the grant funding will increase the number of students accepted into the program that register and that are ultimately placed as a CASAC-T at local treatment facilities.

The CDC program has only one full-time (10 month) faculty member, the program coordinator, Ms. Kathleen Ayers-Lanzillotta. Grant resources will enable SCCC to expand its existing chemical dependency counseling course curricula and materials to include additional training with an emphasis on providing services to youth. The Program Coordinator will be released from some teaching duties and will have an additional (11th) month during the summer to work with the faculty and partner organization staff to review the learning objectives and course materials for all ten CDC courses. This review will determine the extent to which the program materials adequately address the SAMHSA approved best practice approaches to effectively reach youth at risk via prevention, early intervention and/or treatment and will support the enhancement of existing and development of new curricula.

Students enrolled in the CDC Program at SCCC will be encouraged to complete the associate degree requirements. The NYS OASAS requirements to become a CASAC were recently modified to encourage chemical dependency counselors to further their education by giving "work experience" credit for an associate, bachelor's or master's degree as follows: associate degree - 1,000 hours, bachelor's degree - 2,000 hours, master's degree - 3,000 hours. CASAC applicants must first provide OASAS with a certificate of completion of the 350 hour training program, which is offered by the SCCC program. This gives students the opportunity to receive the CASAC-T which allows them to begin working as a chemical dependency counselor. Students will continue to be encouraged to take the CASAC exam upon completing their coursework at SCCC. After passing the CASAC exam and completing the required 6,000 hours of work experience in the field of addictions, a student with the CASAC-T credential can become a fully credentialed CASAC in New York.

Students generally start working as a counselor in the field of behavioral health upon completing the training program at SCCC and may continue to attend college part time for their bachelor's degree. The Program Coordinator will continue efforts to expand the current listing of close to 30 licensed provider locations on Long Island that serve as field placement options for SCCC CDC students and will work collaboratively with the field placement supervisors to ensure that students have the opportunity to work with the target population. CDC students will be prepared for real world work experiences and SCCC will encourage the highest standards of professional and ethical behavior and confidentiality in the workplace. The existing field placement assessment tool (see Attachment 4) will be modified to incorporate review criteria specific to working with youth and youth at risk.

BHWET funding will provide five students a paid opportunity to serve as a CDC program student aide. The Program Coordinator will select qualified students to attend monthly meetings and be assigned specific tasks working with the officers of several Suffolk County and Nassau County treatment community coalitions: Suffolk Communities of Solution, Quality Consortium Inc., the Long Island Recovery Association, and the Nassau Alliance for Addiction Services. These students will present regular reports to other CDC students that detail the activities and functions of each group as a way to encourage and grow networking opportunities with professionals in the field. The CDC students currently maintain a closed group Facebook page which will be used as one way to keep this type of information flowing among students. SCCC also sponsors a Chemical Dependency Counseling Club, which students interested in this area are welcome to join. Student aides will act as liaisons between the club, the program, and the CD community. Club activities have included small events such as bake sales and holiday toy drives that connect students to professionals and clients in treatment. Activities such as this also serve to publicize the CDC counseling program in the community and help to sustain and grow program enrollment.

Students who apply for, but are not yet ready or able to handle college-level coursework, will be referred to the less demanding Recovery Peer Advocate training available in the local treatment community. This training gives them the opportunity to work on the mission of helping people to achieve long term recovery. The Recovery Peer Advocate training is relatively new in the Northeast region of the country. SCCC intends to continue to partner with these programs to ensure that students are pointed in the right direction to reach their career goals and capabilities.

WORK PLAN

SCCC's BHWET initiative is designed to develop an expanded number of certified Chemical Dependency Counselors to meet the growing need for qualified employees in the region, while increasing the skills of graduates to serve at-risk youth. SCCC offers a comprehensive program that provides participants with accredited training, a range of real-world applications, and accessibility to treatment facility partners and industry networking events. SCCC will build upon existing program resources, including a robust curriculum, existing relationships with area providers and facilities, and expertise in academia. Grant funding will enable SCCC to train the Long Island addictions service delivery system workforce to be focused on the emerging needs of youth and expand its delivery of comprehensive, affordable and accessible addiction prevention and treatment services to meet a growing demand in the region.

SCCC will accomplish its goal of increasing the number of certified Chemical Dependency Counselors within the Long Island region by: (1) providing the Credentialed Alcoholism and Substance Abuse Counselor (CASAC) 350-hour education and training standardized curriculum, which is consistent with the OASAS education and training provider certification requirements;

(2) preparing program graduates to take the International Certification and Reciprocity Consortium/Alcohol and Other Drug Abuse, Inc. (ICRC) examination to become a fully credentialed CASAC in the State of New York; (3) enhancing the existing curricula to include updated and specific instruction on the unique needs of at-risk youth and their families; (4) engaging participants in career planning and providing opportunities for them to network with professionals and other paraprofessionals in the behavioral health field at local conferences, seminars and community coalition meetings; (5) partnering with local high schools, community youth organizations, the NYS Department of Labor, the NYS Office of Temporary Disability Assistance Vocational Rehabilitation Services, chemical dependency and mental health service providers, and other allied health and human service organizations to recruit prospective students; and (6) leveraging collaborations with local addiction prevention, treatment and recovery services to provide hands-on internship experience through active learning strategies, worksite activities and job placement.

Specific program goals, objectives and the expected outcomes of the program are outlined in the table below.

Increase the number of individuals pursuing a career path in Chemical Dependency Counseling focused on at-risk youth.	1) Enhance recruitment strategy targeted to historically under-served and under-represented populations, people in recovery, veterans, career changers, individuals with disabilities, unemployed and dislocated workers; 2) Support 120 CDC students per year over 3 years.	1) # of recruitment materials developed and establishment of web presence; # of trainees recruited from each of the targeted population categories; 2) # enrolled whose tuition, fees and books are supplemented by HRSA funding.	1) Recruitment brochure developed; web site developed and published; 85% of participating trainees are recruited from the target populations; 2) SCCC enrolls 300 unique students over three years, supported by HRSA funding.
Increase the number of qualified Chemical Dependency Counseling employees serving at-risk youth.	1) Modify curriculum for CDC courses to incorporate SAMHSA-approved, evidence-based practices for youth and at-risk youth; offer curricula to trainees recruited to serve at-risk youth; 2) Develop best practices in working with children, adolescents & youth; 3) Expand field placement options to additional providers serving at-risk youth.	1) # of CDC courses reviewed and modified as required to incorporate SAMHSA practices; # of students completing program courses; 2) Performance on new field course youth exam; 3) # of new agencies agreeing to serve as internship sites; field placement evaluations.	1) Ten courses reviewed by faculty and advisory board and modified; at least 60 trainees complete the program and sit for the CASAC exam; 2) Scores on new field course youth exam average 85%; 3) Add two additional agencies to serve as internship sites targeting youth and at-risk youth; 90% of students score well on their field placement evaluation.
Promote professional and ethical behavior among students.	1) Prepare students for work experiences; encourage high standards of professional ethical behavior and workplace confidentiality. 2) Expand student professional networking	1) Professional/ethical/confidentiality exam scores; intern evaluation assessment form. 2) # of students employed to act as liaisons and aides.	1) 100% of students dress in business attire at clinicals; 80% score well on the professional ethical exam; 90% score well on the intern evaluation. 2) 5 student aides serve each year as treatment community liaisons.

New Strategies to Recruit Students

The project will expand and supplement current recruitment efforts in a number of ways, including networking with the NYS Department of Labor (NYSDOL) and participating in NYSDOL-sponsored job fairs. Outreach efforts will pay particular attention to reaching a culturally diverse population that matches the needs of the alcoholism and substance abuse service delivery system on Long Island.

The project will also partner with established Long Island-based chemical dependency service provider coalitions to expand its outreach to attract new students to SCCC, including: the Suffolk County Quality Consortium (www.qualityconsortium.org), the Nassau Alliance for Addiction Services (www.nassaualliance.org) , the Suffolk County Communities of Solutions (www.smithtownny.gov/DocumentCenter/View/632), and the New York State Association of Alcoholism and Substance Abuse Providers (www.asapnys.org). SCCC's Chemical Dependency Counseling Program Coordinator, Kathleen Ayers-Lanzillotta, has established strong relationships with these organizations, having served in a leadership role with many coalitions in the behavioral health field, including as Northeastern Regional Representative of the National Association for Children to Alcoholics, Inc. as well as past president of the NYS Coalition for Children of Additions, Inc. and an Executive Board member of the NYS Association of Substance Abuse Providers, Inc, and as a past president and one of the founders of the Suffolk County Quality Consortium.

Recruitment tools will be developed to attract new students to the CDC program - including marketing brochures and a web site - in order to advertise the BHWET opportunity for tuition assistance and textbook purchase for interested students. These materials will be produced in consultation with the college's Associate Dean for Institutional Advancement. Outreach and recruitment events will be developed and scheduled in conjunction with CDC program advisory board members and program partner organizations, and will emphasize the opportunity to work with youth. Activities will also incorporate a strategic approach to increasing student diversity. SCCC will ensure that potential students are aware of the opportunity for entering college with a high school diploma or high school equivalency certification and completing the required certificate program to become a CASAC-T, as well as the opportunity to obtain an associate degree and/or to transfer college credits to continue working toward a bachelor's degree.

Increased Relationships with Organizations to Host Field Experiences

SCCC has a long standing history and established agreements with close to thirty licensed treatment providers throughout Long Island who offer internship opportunities for CDC students. Since Ms. Ayers-Lanzillotta became the Program Coordinator of the CDC program in September 2013, she has successfully recruited two additional organizations to the providers list with

negotiations to add a third organization in progress. These new partnerships offer greater field placement and additional potential employment opportunities for students enrolled in the program. Ms. Ayers-Lanzillotta's work in this area will be facilitated by the grant-funded project, and is expected to result in the execution of at least two additional agreements with organizations offering field experiences for CDC students.

In addition to offering field experiences, organizations throughout Long Island actively participate on SCCC's CDC Advisory Board, which meets after the spring semester each academic year. Members not only contribute to the CDC program by serving as internship sites for CDC students, but also provide information about current clinical treatment modalities, provide faculty with information on current trends in the field, and share information gleaned from serving on professional clinical boards, which information is often incorporated into program instruction. Members also promote scholarship and conference opportunities to faculty and fellow advisory board members.

Increase Relationships with Organizations to Place Graduates

The project will allow the program to continue to explore new opportunities to keep students networked to non-profit, public and private treatment organizations to enhance their employment opportunities. In one example, the CDC Program Coordinator set up an Honors Student Contract to allow the field placement course to be counted as SCCC Honors Program credit. In addition to the regular internship requirements to complete 270 hours of supervised work in an OASAS-licensed treatment program, the student also agreed to give additional work hours to an OASAS-approved prevention program named HUGS Inc., dedicated to alcohol and drug prevention. This expanded opportunity afforded the student an opportunity to have direct contact with the target audience for this federal grant - youth at risk - and this model will be expanded under the grant to establish CDC internships with local criminal justice systems, social service systems, mental health systems, school districts and town youth bureau direct care workers who work with youth and transitional age youth at risk. These opportunities will become part of students' required field placement course and could include working with probation officers, treatment alternatives to street crime (TASC) officers, community youth group workers, mental health practitioners, school counselors and Department of Social Service workers (foster care, delinquency prevention, etc.).

CDC program students at SCCC also have access to opportunities posted through SCCC's Office of Career Services and Cooperative Education. This office supports the mission, academic programs, and the advancement of Suffolk County Community College while assisting students and alumni in understanding the career development process. It offers opportunities for students to enhance their educational and career goals through experiential learning and relevant work

experience. In addition, students are provided with assistance in developing effective job search skills, for the ultimate purpose of pursuing meaningful careers.

Timeline and Deliverables

The project timeline, milestones and deliverables are summarized in the following table. The project will result in a 71% increase in the size of the current program by recruiting more students, providing financial support for all students, and expanding capacity to teach more sections. Curriculum will be updated and revised to increase the emphasis on the young adult transitional-aged population. The capacity of the program to evaluate effectiveness by tracking and monitoring student outcomes will be increased. Ties with the community of service providers will be strengthened and expanded. Positive impacts of the project will be documented for enrollment, completion, credential exam pass rates, placement, and/or transfer rates to baccalaureate programs.

1. Establish project account with Business & Financial Affairs.	Project Director (PD), VP Finance, Grant Accountant	Upon award notification	HRSA account established in SCCC's General Ledger
2. Establish and implement data collection, reporting and evaluation plan.	PD, Director of Inst. Research, Grants Office	10/14 - ongoing	HRSA cohort established in Banner system; data collect, report, disseminate system and schedules established.
3. Develop recruitment tools, schedule outreach events, emphasize increased diversity.	PD, Assoc. Dean of Inst. Advancement, Department Chair, Advisory Board	10/14 – 11/14	Marketing materials, stakeholder input, web site, recruitment events scheduled with partner organizations.
4. Outreach for recruitment & accepting applications; signed student agreement to commit to completion if awarded tuition support; tuition & text purchase.	PD, faculty, Enrollment Managment, partner organizations	12/14 – 08/17 ongoing	60 students enroll spring 2015; 60 enroll fall 2015, totaling 120 for the year and each subsequent; buy tuition, fees, supplies; PD ensures student commitment to youth and completion.
5. Update course curricula to include evidence based and best practices for serving youth & families.	PD, faculty, partner organizations	10/1/14 – 12/1/14	Focus on behavioral health of at-risk children, adolescents, transitional age youth and their families.
6. Conduct training.	PD, faculty, instructors	1/15, 9/15, 1/16, 9/16, 1/17, 9/17	Additional adjunct instructors hired, as needed, to expand capacity.
7. Conduct program assessment, review student assessments to determine curriculum adjustments; conduct advisory board meeting for stakeholder input.	PD, instructors, faculty partner organizations	06/15, 01/16, 06/16, 01/17	Evaluate each semester, assess enrollment rate (track referral sources), completion rate, placement, employment. Determine and implement required programmatic adjustments.
8. Develop grant performance and financial reports.	PD, Assoc. Dean of Inst. Advancement, Grant Accountant	6/15, 10/15, 1/16, 6/16, 10/16, 1/17, 6/17, 10/17, 1/18	Semi-annual performance reports, annual progress report, final report within 90 days of project completion.

IMPACT

Sustainability Plan

SCCC's grant project is a demand-driven initiative designed in partnership with organizations in the field, employers, and other key stakeholders to align evidence-based program models with delivery strategies that directly meet the needs of regional treatment providers. SCCC will continue to engage its partners throughout the grant period to identify gaps, analyze programmatic impacts, and propose ways in which, collectively, the College and its partners can best meet the needs of students and employers. Working with the College's Office of Institutional Effectiveness, SCCC will determine the effectiveness of each of the grant objectives.

As the paraprofessional healthcare industry continues its projected growth across the state, the training program created under BHWET will be available at affordable community college tuition rates for incumbent workers and first-time students seeking a clear pathway to advancement and well-paying, sustainable employment. In addition, SCCC has long-held relationships with over thirty field placement employers and community organizations that are mutually beneficial and, therefore, sustainable beyond the grant period.

Finally, as the newly established Recovery Peer Advocate certification system grows, it will further help to sustain SCCC's CDC training program. As individuals progress in their own recovery from addiction, a number of Peer Advocates may wish to pursue credentials as alcoholism and substance abuse counselors (CASACs) through the program.

Future Funding Initiatives and Strategies

SCCC will continue to seek support from local and state governments and foundations to help support the CDC initiative. HRSA funding will afford SCCC the opportunity to build and enhance the overall reputation of the CDC training program and enable it to become the premiere program for anyone living on Long Island seeking to enter the chemical dependency counseling field as a paraprofessional. The program will also be linked to other OASAS-supported Recovery Peer Advocate training opportunities in the community.

NYS OASAS has taken steps to institute more recovery peer advocates and we have already referred some of our current CDC program applicants to follow this course. SCCC's CDC program is aligned to work in partnership with the providers of this training, providing the basis for a future network of career ladder training providers, with SCCC as the regional anchor linking not-for-credit peer-level certifications to two- and four-year degrees. OASAS has recently created an on-line certification application for individuals interested in becoming recovery peer advocates. SCCC intends to incorporate information into its CDC curriculum

regarding the important role of certified peer recovery advocates, given their knowledge base and competency, in providing Medicaid-reimbursable peer support services. The College will also educate students about how peer advocates work with the treatment team and can be supervised by CASACs, as well as encourage particular applicants and students to obtain a peer advocate certification if the CASAC certification may be currently out of reach to them due to their present life circumstances or capability.

This proactive networking and career ladder building will allow the ongoing NYS recovery peer advocates initiative to become a significant feeder for our CASAC training program to help maintain our enrollment targets. Peer advocates who are ready for the more demanding coursework and requirements to become a CASAC will come to SCCC for their education. Individuals who have been working as a peer advocates are likely to be inspired to obtain the CASAC because the CASAC is a "qualified health professional" under the NYS OASAS treatment program regulation with a higher pay rate and greater career advancement opportunities than recovery peer advocates.

Dissemination

In addition to the web site developed as a part of the project, and travel to present at regional meetings in the third year of the project, the CDC program will expand and enhance an ongoing innovative new-media initiative developed in cooperation with the college's media department. Under this initiative, the media department at SCCC produced an online video of a graduate, who told his personal story from personal recovery to enrollment, completion, certification, and employment as a CD counselor. This story and video were so compelling (http://scccmedia.weebly.com/instructional-videos.html) that he was invited to tell his story at the kick off public forum for the NYS Senate Heroin Task Force, hosted by the Michael J. Grant campus in April, 2014.

RESOLUTION OF CHALLENGES

SCCC does not anticipate any insurmountable challenges related to implementation of this grant program or to becoming self-sufficient, given the long history and experience of the current program. The project represents a significant opportunity to expand and enhance the existing program with an excellent reputation in the field of chemical dependency counseling on Long Island. The most significant programmatic change associated with the grant proposal will be the expansion of existing curriculum content to include materials focused specifically on youth and youth at risk. Establishing a commitment from existing faculty to accept and adopt this additional content requires proactive and thoughtful communication and administration by the Project Director to facilitate the smooth and seamless incorporation of the new material. However, the current staff of professional adjunct instructors are well aware that the population

in treatment today is getting younger and recognize that it is appropriate to re-direct our educational efforts in this direction. The Program Coordinator will encourage faculty input and feedback regarding new curricula materials during monthly faculty meetings.

Maintaining the program's enrollment targets will be challenging. We will expand upon the tracking systems that are currently in place to keep a close eye on how to attract and retain students in the program. Program assessment will be continuous and ongoing to ensure that SCCC continues to offer the highest quality education for students. In offering students tuition support to take the CDC training program, we will require a signed agreement to remain committed to completing the program within an agreed upon time period. We expect most students will complete the program and obtain their degree within 2 years.

EVALUATION AND TECHNICAL SUPPORT CAPACITY

Experience and Technical Capacity to Carry Out Evaluation Plan

SCCC's Office of Institutional Effectiveness (OPIE) and their staff of five will assist the Project Director in coordinating data collection and evaluation activities in collaboration with CDC staff to meet grant reporting requirements, establish benchmarks for monitoring of progress, and ensure the use of appropriate controls and techniques to facilitate evaluation of project outcomes, including retention and attainment of CDC certificates and degrees. A matrix will be developed in relation to evaluation measures and proposed outcomes. Working in conjunction with the Project Director, the OPIE will develop and support both formative and summative assessments as well as quantitative and qualitative measures related directly to the persistence and completion rates of students and other goals of the BHWET project. Formative evaluations will be used throughout the year to determine which changes, if any, need to be made to keep the project focused on achieving its objectives. Internal formative evaluations will be ongoing, using a continuous improvement model.

SCCC also has a track record of continuous assessment within its CDC program. An assessment plan was developed several years ago and the goals and objectives for programmatic assessment and student learning outcomes were reviewed and revised with input from the members of the Program Review Committee and CDC faculty. The program assessment plan is reviewed annually at the end of each spring semester. These assessment tools will be used as part of the BHWET project. Recommendations will be made to improve the program or strengthen the curriculum. At the end of each semester, the students complete a course evaluation. The results are analyzed by OPIE and are summarized. Assessment of the CDC program is ongoing and follows a PDCA (Plan, Do, Check, Act) continuous loop of review. Under the direction of the Advisory Board, a formal program review will be authorized at the conclusion of the BHWET program. Outcomes will be analyzed and synthesized with respect to program goals and

objectives. A formal summative report will be prepared, issued and shared with both the Advisory Board and HRSA.

Processes for effectively tracking participant status and outcomes will mirror existing federal grants and will utilize SCCC's database system to maintain student records. The project will maintain records of student progress through the curriculum, field experience and job placement processes. These systems will determine aggregates for summative programmatic assessment and individual data for formative student assessments. To protect student privacy, SCCC follows all FERPA guidelines and has extensive systems in place to safeguard student data, including Personal Identifiable Information. The College's Board of Trustees has adopted the following relevant administrative policies to ensure confidentiality in data exchanges: 1) Enterprise Systems Information Security Procedures; 2) Policy on the Protection of Social Security Numbers; 3) College Encryption & Key Management Standard; 4) Procedure for Disposal of Documents Containing Personally Identifiable Information; 5) Procedure for Transportation and Storage of Documents Containing PII; 6) Policy on Information Security Access, and 7) Policy on Research and Education Projects involving Human Subjects.

Data Collection Strategy, Instruments Proposed, Data Sources

SCCC has a successful history of developing and implementing grant-funded programs and creating a positive impact, including current US Department of Education TRIO-SSS and Title III grant-funded projects, National Science Foundation grants, and USDOL projects. SCCC manages a grants portfolio of approximately $4 million in funding annually, with an experienced management team to satisfy requirements pertaining to data collection, processing and reporting.

SCCC employs full-service Grants Development and Business & Financial Affairs Offices that will work with the Project Director to monitor BHWET grant progress and expenditures. All budgetary transactions must be approved by the Project Director, the Academic Chair, and the Central Business Office. These offices adhere to GAAP, as well as federal, state and local purchasing, employment and reporting requirements. Processes for effectively tracking participants, expenditures and outcomes will mirror existing federal and state-supported grants at the College. Project-based data will be maintained so that there are appropriate checks and balances when reviewing fiscal and programmatic transactions and progress.

SCCC's experienced grant management team will work with CDC staff to satisfy federal grant requirements pertaining to compliance, data collection, procurement and reporting. The College has a successful history of accomplishing specific outcomes and creating a positive impact in the local workforce and economic development environment.

Data Collection, Analysis and Reporting

Suffolk maintains information systems that track participant demographics, training progress and outcomes, and accounting systems with comprehensive financial management policies and procedures and superior fiscal controls. These systems will determine aggregates for summative programmatic assessment and individual data for formative student assessments. Permanent financial files are maintained in accordance with funding agency requirements.

The college employs a full-time Finance Office and engages independent auditing firms to perform annual audits in accordance with OMB Circular A-133, Audits of State and Local Governments. Suffolk has no adverse findings during independent audits and has no financial concerns with any federal, state, county or other funding sources. There are no outstanding fiscal or programmatic reports for any grant-funded program administered by the College. Upon award, Suffolk will assign a unique general ledger account number to the project that will allow detailed reporting separate from other accounts.

RESOURCES/CAPABILITIES

Organizational Information

The mission of the Suffolk County Community College Chemical Dependency Counseling (CDC) Program is to create and provide a comprehensive program of contemporary, professional education and training in the ethical practice of chemical dependency counseling for students who wish to enter this and related human services fields. The CDC mission statement advances the college mission in a number of ways, including: 1) meeting the needs of those students who wish to know more about substance abuse and dependence and to enter the field of chemical dependency counseling by offering an approved, recognized, comprehensive, and excellent program of study in chemical dependency counseling; 2) providing professional education and training in the ethical practice of chemical dependency counseling as well as serving the greater good of society by preparing professionals who will help individuals with addictions; Instructors in the CDC program hold the New York State Credential in Alcohol and Substance Abuse Counseling or other relevant credentials that are recognized by OASAS for qualified health professionals. Each credential must be renewed regularly by attending advanced education classes or seminars in the field; 3) transforming lives by serving adults who return to school, students in recovery from addiction, and a diverse student population, which all attest to the program's outreach, appeal and availability to the "nontraditional" student; 4) maintaining a close association with New York State licensed chemical dependency treatment facilities, the use of graduates and other professionals in its classes, and the clinical skills nature of many of the CDC courses, which provide a blend of academic and practical education courses and experiences for the students. The CDC program has an external advisory board that is made up of directors of agencies that offer internships to our students and employ our graduates. This

group helps the program to stay current with the changing needs of the community and the profession.

Ms. Kathleen Ayers-Lanzillotta, Program Coordinator of the Chemical Dependency Counseling program at SCCC, will serve as Project Director. She holds a Master's degree in Public Administration from SUNY Albany, a Bachelor's Degree in Community and School Health Education and Psychology from SUNY Stony Brook, and is a Credentialed Alcoholism and Substance Abuse Counselor (CASAC). She has extensive experience in the development, implementation and successful operation of Chemical Dependency Counseling programs, over 25 years of experience directing and managing addiction prevention, treatment and recovery services, and has taught undergraduate chemical dependency classes during her 30 years as a professional in the field.

Dr. Allen Jacobs serves as the academic chair of the Department of Allied Health & Veterinary Science on the SCCC Michael J. Grant Campus. Dr. Jacobs earned a DVM from Cornell University and has over 20 years of experience in the administration and oversight of academic programs at SCCC. He will oversee implementation of the HBWET program during regularly scheduled biweekly meetings with the Project Director and monthly meetings with the campus' Executive Dean. Dr. Jacobs will work with the Project Director to review the status of student recruitment; provide assistance with the administration and tracking of tuition, fee and book payments; and oversee project expenses.

A staff of seven part-time adjunct faculty members rounds out the CDC staff.

RESEARCH & RELATED BUDGET - Budget Period 1

OMB Number: 4040-0001
Expiration Date: 6/30/2016

ORGANIZATIONAL DUNS: 0680176150000 **Enter name of Organization:** Suffolk County Community College

Budget Type: ☒ Project ☐ Subaward/Consortium **Budget Period:** 1 **Start Date:** 09/30/2014 **End Date:** 09/29/2015

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary ($)	Months Cal.	Months Acad.	Months Sum.	Requested Salary ($)	Fringe Benefits ($)	Funds Requested ($)
	Kathleen		Ayers-Lanzillotta	MPA, CASAC				1.00	11,520.00	4,698.00	16,218.00

Project Role: Project Director 611570

Additional Senior Key Persons: [Add Attachment] [Delete Attachment] [View Attachment]

Total Funds requested for all Senior Key Persons in the attached file:

Total Senior/Key Person: 16,218.00

B. Other Personnel

Number of Personnel	Project Role	Months Cal.	Months Acad.	Months Sum.	Requested Salary ($)	Fringe Benefits ($)	Funds Requested ($)
	Post Doctoral Associates						
	Graduate Students						
5	Undergraduate Students	2.00			2,550.00	210.00	611130 2,760.00
	Secretarial/Clerical						
1	Adjunct Instructor		3.00		11,916.00	2,622.00	611120 14,538.00
					25,986	7530	

6 **Total Number Other Personnel**

Total Other Personnel: 17,298.00

Total Salary, Wages and Fringe Benefits (A+B): 33,516.00

C. Equipment Description

List items and dollar amount for each item exceeding $5,000

Equipment item	Funds Requested ($)

Additional Equipment: [Add Attachment] [Delete Attachment] [View Attachment]

Total funds requested for all equipment listed in the attached file	
Total Equipment	

D. Travel

		Funds Requested ($)	
1.	Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	200.00	71430 Travel.
2.	Foreign Travel Costs		
	Total Travel Cost	200.00	

E. Participant/Trainee Support Costs

		Funds Requested ($)	
1.	Tuition/Fees/Health Insurance	225,600.00	TUITION.
2.	Stipends		
3.	Travel		
4.	Subsistence		
5.	Other textbooks	14,400.00	71310
120	Number of Participants/Trainees	Total Participant/Trainee Support Costs	240,000.00

F. Other Direct Costs

		Funds Requested ($)
1.	Materials and Supplies	5,500.00
2.	Publication Costs	
3.	Consultant Services	
4.	ADP/Computer Services	
5.	Subawards/Consortium/Contractual Costs	
6.	Equipment or Facility Rental/User Fees	
7.	Alterations and Renovations	
8.	Other	0.00
9.		
10.		
	Total Other Direct Costs	5,500.00

712445

G. Direct Costs

	Funds Requested ($)
Total Direct Costs (A thru F)	279,216.00

H. Indirect Costs

Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base ($)	Funds Requested ($)
MTDC	8.00	39,216.00	3,137.00

8% INDIRECT

Total Indirect Costs	3,137.00

Cognizant Federal Agency (Agency Name, POC Name, and POC Phone Number): DHHS, Ryan McCarthy, 212-264-2069

I. Total Direct and Indirect Costs

	Funds Requested ($)
Total Direct and Indirect Institutional Costs (G + H)	282,353.00

J. Fee

Funds Requested ($)

K. Budget Justification

(Only attach one file.) BudgetJustification1.pdf

Add Attachment | Delete Attachment | View Attachment

Budget Justification

A. Senior/Key Personnel

Funds are requested for one month of summer overload pay during the first year of the project for Project Director Kathleen Ayers-Lanzillotta ($82/hr x 35hrs/wk x 4 wks = $11,520 + fringe at 40.79% = $4,698). The PD is a 10-month full-time college teaching faculty member and summer overload is the usual (and only) mechanism available to the college to compensate her for summer work.

The same level of effort is requested for the second and third year of the project, with 2% increases to the rate of pay each year.

B. Other Personnel

In the first project year, an adjunct instructor will teach two additional sections of the CDC curriculum (1 in fall semester, 1 in spring semester) and one section (for a total of 3 courses taught) to release the PD to devote 20% time (one day per week) during one semester to work on the grant ($1324/credit hour x 9 credit hours (3 courses) = $11,916 + fringe at 22% = $2,622).

Funds are requested for adjunct instructor(s) to teach two courses in the fall and two in the spring in the second year of the project ($1,350/credit hour x 12 credit hours (4 courses) = $16,205 + fringe at 22% = $3,565) and three courses in the third year of the grant ($1,377/credit hour x 9 credit hours (3 courses) = $12,397 + fringe at 22% = $2,727). The PD will be released from teaching one course in each of years two and three to devote 20% time in one semester each year to the project.

Funds are also requested in years one and three of the project to support student aides to liaise and perform activities linking the CDC student organizations with the many local agencies and service providers in the region, as well as assist the PD in performing project activities (approximately 5 student aides x $8.50/hr x 30 hrs/wk x 2 weeks = $2,550 + fringe at 8.25% = $210). In year two of the project, 5 student aides will assist at half the level of years one and three (approximately 5 students aides x $8.50/hr x 30 hrs/wk x 1 week = $1,275 + fringe at 8.25% = $105).

D. Travel

Funds are requested to reimburse the PD and student aides for local mileage between college campuses and between the campus and local agencies and service providers (Year 1: $0.56/mile x 357 miles (approx.) = $200, Year 2: $0.56/mile x 268 = $150, and Year 3: $0.56/mile x 446 = $250).
In the third year of the project, funds are requested for the PD to travel to two local or regional professional conferences to disseminate project results (2 conferences @$500 = $1,000).

E. Participant Support Costs

Tuition support is requested for 120 students per year for each year of the three year project ($1,880 x 120 = $225,600).
Participant support funds are also requested for each student to receive the textbook entitled "Ready to Test: A Review/Preparation Manual for Drug and Alcohol Credentialing Examinations" ($120 x 120 = $14,400). This standard textbook is used in at least 3 courses (CDC 230, CDC 235 and CDC 246).

F. Other Direct Costs

Required materials and supplies include audiovisual materials and supplies for use in enhancing and updating the curriculum in each course, including books and films and online content (Year 1: $2,500, Year 2: $750, and Year 3: $1,500), as well as materials and supplies to create brochures and marketing materials to recruit participants (Year 1: $3,000, Year 2: $622, and Year 3: $1,707).

H. Indirect Costs

Indirect costs are requested at 8% on an indirect cost base of $39,216 = $3,137 in the each year of the project. The college negotiated an indirect cost agreement using the modified direct cost method with DHHS in effect 9/1/12 through 8/31/15.

RESEARCH & RELATED BUDGET - Budget Period 2

OMB Number: 4040-0001
Expiration Date: 6/30/2016

ORGANIZATIONAL DUNS: 0680176150000 **Enter name of Organization:** Suffolk County Community College

Budget Type: ☒ Project ☐ Subaward/Consortium **Budget Period: 2** **Start Date:** 09/30/2015 **End Date:** 09/29/2016

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary ($)	Months Cal.	Months Acad.	Months Sum.	Requested Salary ($)	Fringe Benefits ($)	Funds Requested ($)
	Kathleen		Ayers-Lanzillotta	MPA, CASAC				1.00	11,750.00	4,793.00	16,543.00

Project Role: Project Director

Additional Senior Key Persons: Add Attachment | Delete Attachment | View Attachment

Total Funds requested for all Senior Key Persons in the attached file:

Total Senior/Key Person: 16,543.00

B. Other Personnel

Number of Personnel	Project Role	Months Cal.	Months Acad.	Months Sum.	Requested Salary ($)	Fringe Benefits ($)	Funds Requested ($)
	Post Doctoral Associates						
	Graduate Students						
5	Undergraduate Students	1.00			1,275.00	105.00	1,380.00
	Secretarial/Clerical						
1	Adjunct Instructor		4.00		16,205.00	3,565.00	19,770.00

6 **Total Number Other Personnel**

Total Other Personnel: 21,150.00

Total Salary, Wages and Fringe Benefits (A+B): 37,693.00

C. Equipment Description

List items and dollar amount for each item exceeding $5,000

Equipment Item	Funds Requested ($)

Additional Equipment: [illegible] [illegible] [illegible] [illegible]

Total funds requested for all equipment listed in the attached file	
Total Equipment	

D. Travel

	Funds Requested ($)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	150.00
2. Foreign Travel Costs	
Total Travel Cost	150.00

E. Participant/Trainee Support Costs

	Funds Requested ($)
1. Tuition/Fees/Health Insurance	225,600.00
2. Stipends	
3. Travel	
4. Subsistence	
5. Other textbooks	14,400.00
Total Participant/Trainee Support Costs	240,000.00

120 Number of Participants/Trainees

F. Other Direct Costs

		Funds Requested ($)
1.	Materials and Supplies	1,373.00
2.	Publication Costs	
3.	Consultant Services	
4.	ADP/Computer Services	
5.	Subawards/Consortium/Contractual Costs	
6.	Equipment or Facility Rental/User Fees	
7.	Alterations and Renovations	
8.	other	0.00
9.		
10.		
	Total Other Direct Costs	1,373.00

G. Direct Costs

	Funds Requested ($)
Total Direct Costs (A thru F)	279,216.00

H. Indirect Costs

Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base ($)	Funds Requested ($)
MTDC	8.00	39,216.00	3,137.00

Total Indirect Costs	3,137.00

Cognizant Federal Agency (Agency Name, POC Name, and POC Phone Number)

I. Total Direct and Indirect Costs

	Funds Requested ($)
Total Direct and Indirect Institutional Costs (G + H)	282,353.00

J. Fee

Funds Requested ($)

K. Budget Justification

(Only attach one file.) BudgetJustification1.pdf

Add Attachment | Delete Attachment | View Attachment

RESEARCH & RELATED BUDGET - Budget Period 3

OMB Number: 4040-0001
Expiration Date: 6/30/2016

ORGANIZATIONAL DUNS: 0680176150000 **Enter name of Organization:** Suffolk County Community College

Budget Type: ☒ Project ☐ Subaward/Consortium **Budget Period:** 3 **Start Date:** 09/30/2016 **End Date:** 09/29/2017

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary ($)	Months Cal.	Months Acad.	Months Sum.	Requested Salary ($)	Fringe Benefits ($)	Funds Requested ($)
	Kathleen		Ayers-Lanzillotta	MPA, CASAC				1.00	11,985.00	4,889.00	16,874.00

Project Role: Project Director

Additional Senior Key Persons: Add Attachment | Delete Attachment | View Attachment

Total Funds requested for all Senior Key Persons in the attached file

Total Senior/Key Person 16,874.00

B. Other Personnel

Number of Personnel	Project Role	Months Cal.	Months Acad.	Months Sum.	Requested Salary ($)	Fringe Benefits ($)	Funds Requested ($)
	Post Doctoral Associates						
	Graduate Students						
5	Undergraduate Students	2.00			2,550.00	210.00	2,760.00
	Secretarial/Clerical						
1	Adjunct Instructor		3.00		12,397.00	2,727.00	15,124.00

6 **Total Number Other Personnel**

Total Other Personnel 17,884.00

Total Salary, Wages and Fringe Benefits (A+B) 34,758.00

C. Equipment Description

List items and dollar amount for each item exceeding $5,000

Equipment Item	Funds Requested ($)

Additional Equipment: Add Attachment | Delete Attachment | View Attached

Total funds requested for all equipment listed in the attached file	
Total Equipment	

D. Travel

	Funds Requested ($)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	1,250.00
2. Foreign Travel Costs	
Total Travel Cost	1,250.00

E. Participant/Trainee Support Costs

	Funds Requested ($)
1. Tuition/Fees/Health Insurance	225,600.00
2. Stipends	
3. Travel	
4. Subsistence	
5. Other textbooks	14,400.00
120 Number of Participants/Trainees — Total Participant/Trainee Support Costs	240,000.00

F. Other Direct Costs

		Funds Requested ($)
1.	Materials and Supplies	3,208.00
2.	Publication Costs	
3.	Consultant Services	
4.	ADP/Computer Services	
5.	Subawards/Consortium/Contractual Costs	
6.	Equipment or Facility Rental/User Fees	
7.	Alterations and Renovations	
8.	other	0.00
9.		
10.		
	Total Other Direct Costs	3,208.00

G. Direct Costs

	Funds Requested ($)
Total Direct Costs (A thru F)	279,216.00

H. Indirect Costs

Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base ($)	Funds Requested ($)
MTDC	8.00	39,216.00	3,137.00

Total Indirect Costs	3,137.00

Cognizant Federal Agency (Agency Name, POC Name, and POC Phone Number)

I. Total Direct and Indirect Costs

	Funds Requested ($)
Total Direct and Indirect Institutional Costs (G + H)	282,353.00

J. Fee

Funds Requested ($)

K. Budget Justification

(Only attach one file.) BudgetJustification1.pdf

View Attachment

RESEARCH & RELATED BUDGET - Cumulative Budget

		Totals ($)
Section A, Senior/Key Person		49,635.00
Section B, Other Personnel		56,332.00
Total Number Other Personnel	18	
Total Salary, Wages and Fringe Benefits (A+B)		105,967.00
Section C, Equipment		
Section D, Travel		1,600.00
1. Domestic	1,600.00	
2. Foreign		
Section E, Participant/Trainee Support Costs		720,000.00
1. Tuition/Fees/Health Insurance	676,800.00	
2. Stipends		
3. Travel		
4. Subsistence		
5. Other	43,200.00	
6. Number of Participants/Trainees	360	
Section F, Other Direct Costs		10,081.00
1. Materials and Supplies	10,081.00	
2. Publication Costs		
3. Consultant Services		
4. ADP/Computer Services		
5. Subawards/Consortium/Contractual Costs		
6. Equipment or Facility Rental/User Fees		
7. Alterations and Renovations		
8. Other 1	0.00	
9. Other 2		
10. Other 3		
Section G, Direct Costs (A thru F)		837,648.00
Section H, Indirect Costs		9,411.00
Section I, Total Direct and Indirect Costs (G + H)		847,059.00
Section J, Fee		

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	attachment 1.pdf	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	Attachment 2.pdf	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	Attachment 3.pdf	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	Attachment 4.pdf	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	attachment 5.pdf	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	Attachment 6.pdf	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	attachment 7.pdf	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8	Attachment 8.pdf	Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9		Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10		Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11		Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

Attachment 1

Project Director: Ms. Kathleen Ayers-Lanzillotta, Program Coordinator of the Chemical Dependency Counseling program at SCCC, holds a Master's Degree in Public Administration from SUNY Albany, a Bachelor's Degree in Community and School Health Education and Psychology from SUNY Stony Brook and she is a Credentialed Alcoholism and Substance Abuse Counselor (CASAC). She has extensive experience in the development, implementation and successful operation of Chemical Dependency Counseling programs, along with various state and locally-sponsored grant-supported treatment programs on Long Island.

Ms. Ayers-Lanzillotta will direct the HHS/SAMHSA grant-funded project to increase program enrollment and the number of graduates, including the following specific activities:

- Establish and implement data collection, reporting and evaluation plan
- Develop recruitment tools and activities
- Develop and collect signed agreements from all students to commit to program completion to receive grant-funded tuition support
- Develop curricula modifications for all CDC program courses to include evidence based practices for working with youth and their families
- Conduct program assessment and grant performance reports

Ms. Ayers-Lanzillotta has over 25 years of experience directing and managing addiction prevention, treatment and recovery services. Before coming to SCCC, she directed treatment programs on Long Island and employed CDC interns that came from SCCC. She has taught undergraduate Chemical Dependency classes at various times throughout her over 30 years as a professional in the field of chemical dependency at Suffolk County Community College, SUNY Stony Brook, Molloy College, New York Institute of Technology, C.W. Post College, Columbia-Green Community College and Roxbury Community College .

She is past board member of NYS Association of Alcoholism and Substance Abuse Providers, Inc. (ASAP), past President of Suffolk County Quality Consortium, past President and Board Member of Suffolk Coalition to Prevent Alcohol and Drug Dependencies Inc., and past Board member of National Association for Children of Alcoholics, Inc. (NACOA).

Director for two years of the Charles K. Post Addiction Treatment Center, New York State Office of Alcoholism and Substance Abuse Services, Ayers-Lanzillotta managed the operation of a 79 bed inpatient rehabilitation program and a 20 bed community residence as a component of the local and state service system. For 21 years, as Director of Chemical Dependence Services, Catholic Charities Diocese of Rockville Centre, Commack, New York, she was responsible for administration of OASAS-licensed services, overseeing operating costs over 3.5 million, approximately 75 employees in both residential and outpatient settings, and developing a 20-bed OASAS-approved community residence capital project worth over 8 million.

Attachment 2

SUFFOLK COUNTY COMMUNITY COLLEGE
Chemical Dependency Counselor Program
Internship Agencies 2014
The following agencies have agreed to interview internship candidates from SCCC

Agency	Contact Person	Phone No.
ALTERNATIVES COUNSELING CENTER 291 Hampton Road Southampton, NY 11968 (OASAS-Outpatient-Southampton/Riverhead	Michelle Raysor Clinical Director	631 384-4440
BEHAVORIAL ENHANCEMENT & SUBSTANCE TREATMENT (BEST) 770 Grand Blvd, Suite 17 Deer Park, NY 11729	Info Needed	Info Needed
BRIDGE BACK TO LIFE 4271 Hempstead Turnpike Bethpage, NY 11714	Meghan Rooney Director	516 520-6600
C.K. POST ALCOHOLISM TREATMENT CENTE Pilgrim Psychiatric Center, Building #1 Brentwood, NY 11717	Millie Andino is on leave No replacement named yet	631 434-7200
CARE 300 Expressway Dr. North Islandia, NY 11749	Fran Valentino Director	631 532-5234
CATHOLIC CHARITIES, DIOCESE OF ROCKVII 155 Indian Head Road Commack, NY 11725 (OASAS-Outpatient)	Kathy Brown, Director Dave Emeritz, Supervisor	631 543-6200
CATHOLIC CHARITIES, EAST END PROJECT 31 E. Montauk Highway, PO Box 758 Hampton Bays, NY 11946 (OASAS-Outpatient Youth)	Kathy Brown, Director Wayne Cavaliere, Supervisor	631 723-3362
CATHOLIC CHARITIES, TALBOT HOUSE 30-C Carlough Road Bohemia, NY 11716 (OASAS-Outpatient)	Kathy Brown, Director Brian Nichols, Supervisor	631 589-4144

DAYTOP VILLAGE, INC 2075 New York Avenue Huntington Station, NY 11746 (OASA-Outpatient Youth	Christina Noonan, Director Libby DeRosa, Clinical Director	631 351-7112
EAC OUTPATIENT CLINIC 175 Fulton Avenue, Suite 200 Hempstead, NY 11550	Cecily Haramis Program Director	516 486-3222
EARS, EMPLOYEE ASSISTANCE RESOURCES I 272 E. Main Street Smithtown, NY 11787	Dr. Symon Zysman Executive Director	631 361-6960
EASTERN LONG ISLAND HOSPITAL QUANNACUT-OUTPATIENT 814 Harrison Avenue Riverhead, NY 11901	David Cohen Program Director	631 369-8966
EASTERN LONG ISLAND HOSPITAL QUANNACUT-INPATIENT 201 Manor Place Greenport, NY 11944	Janet Jakoski Program Director	631 477-1000 ext. 571(
FAMILY RECOVER CENTER, INC 1490 William Floyd Parkway East Yaphank, NY 11967	Iris Cohen Director	631 924-3741
FAMILY SERVICE LEAGUE 208 Roanoke Avenue Riverhead, NY 11901 (OASAS-Outpatient)	Helen Mack Director	631 369-0104
JOHN T. MATHER MEMORIAL HOSPITAL 100 Highlands Blvd, Suite 101 Port Jefferson, NY 11777 Outpatient Program	Susan Schmid Director	631 331-8200
KENNETH PETERS CENTER 300 Motor Parkway, Suite 110 Hauppauge, NY 11787	Claudia Ragni Director	631 273-2221
LONG ISLAND CENTER FOR RECOVERY PO Box 774 Hampton Bays, NY 11946 (OASAS-28 Day Inpatient)	Charleen McAleavery Program Director	631 728-3100

LI COUNCIL ON ALCOHOLISM & DRUG DEPEN **(LICAAD)** *Nassau Office* 114 Old Country Road Mineola, NY 11501	Steven H. Chassman Clinical Director SCHASSMAN@LICADD.ORG	516 747-2606 ext. 102 Fax 615 747-0714
Suffolk Office 2805 Veterans Memorial Highway-Suite 26 Ronkonkoma, NY 11779	Steven H. Chassman Clinical Director	631 979-1700 Fax 631 676-3114
MORNING STAR COMMUNITY 151 Burr's Lane, PO Box 2080 Dix Hills, NY 11746 (OASAS Halfway House/Adolescent Female) Only Female Interns	Dawn Wigutow Program Coordinator	631 643-0849
NASSAU UNIVERSITY MEDICAL CENTER 2201 Hempstead Turnpike East Meadow, NY 11554	Joann Fuina Director Inpatient-28 day	516 572-9402
OUTREACH HOUSE 400 Crooked Hill Road Brentwood, NY 11717 (OASAS- Inpatient)	David Vizzini Clinical Director	631 231-3232
OUTREACH PROJECT 11 Farber Drive, Unit D Bellport, NY 11713 (OASAS-Outpatient)	Jessica Pentecost	631 286-0700
OUTREACH PROJECT 117-11 Myrtle Avenue Richmond Hill, NY 11418	Neil Sheehan Executive Vice President	718 847-9233
PEDERSON-KRAG CENTER, INC 55 Horizon Drive Huntington, NY 11743 (OASAS-Outpatient)	Krista Whitman Program Director	631-920-8002
PEDERSON-KRAG CENTER, INC (WYANDANCH 240 Long Island Avenue Wyandanch, NY 11798 (OASAS-Outpatient)	Melissa Coscia Program Director	631-920-8250
PHOENIX HOUSES OF LONG ISLAND, INC Pilgrim Psych Center, Building #5 Brentwood, NY 11717 (OASAS-Outpatient)	Shaun Willis, Director LI Outpatient Program	631 306-5721

SEAFIELD SERVICES, INC 37 John Street Amityville, NY 11701 (OASAS-Outpatient)	Diane Henry Executive Director	631 424-2900
SEAFIELD SERVICES, INC 2852C Route 112 Medford, NY 11763 (OASAS-Outpatient)	Glayds Knowles Executive Director	631 451-6007
SEAFIELD SERVICES, INC. 450 Waverly Ave., BLDG 3 Patchogue, NY 11772	Lisa Aiello Executive Director	631 363-2001
SEAFIELD CENTER, INC. 7 Seafield Lane Westhampton Beach, NY 11978 (OASAS-Inpatient)	Jim O'Brien Clinical Director	631 288-1122
SOUTH OAKS HOSPITAL 400 Sunrise Highway Amityville, NY 11701	Barry Zachs Program Director	631 608-5310
TOWN OF BABYLON COUNSELING CENTER 400 Broadway Amityville,, NY 11701	Delores Bocklet Director	6311 789-3700
YMCA of Long Island *Nassau Office* 125 Doson's Lane Glen Cove, NY 11542	Info needed	Info needed
Suffolk Office 4949 Expressway Drive North Ronkonkama, NY 11779	Info needed	Info needed

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 **and Bridge Back to Life Center, Inc. (Agency)**, a business corporation having its principal office at 500 8th Avenue, Suite 906, New York, NY 10018.

The parties hereto desire to make available to the **College** the services of **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	June 27, 2013 through August 31, 2023
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Bridge Back to Life Center, Inc.

By: _____ Date 7/8/13
Gary Butchen
President/CEO

Suffolk County Community College

By: _____ Date 7/11/13
Dr. Carla L. Mazzarelli
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 07/12/13
Louis J. Petrizzo
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and **Charles K. Post Addiction Treatment Center (Agency)**, a State Agency having its principal office at 998 Crooked hill Road, Building 1, PPC Campus, Brentwood, NY 11717.

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	September 1, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Charles K. Post Addiction Treatment Center

By: Mark S. Wieglus PhD Date 5/3/10
Mark S. Wieglus, PhD
Director

Suffolk County Community College

By: _____ Date 7/8/10
James F. Canniff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 5/7/10
Ilene S. Kreitzer
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 **and Center for Addiction, Recovery and Empowerment, LLC (Agency)**, an individual proprietor having its principal office at 3001 Expressway Drive North, Islandia, NY 11749.

The parties hereto desire to make available to the **College** the services of **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	October 20, 2011 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Center for Addiction, Recovery and Empowerment, LLC

By: Frances T. Soto-Valentino Date 10/23/11
Frances T. Soto-Valentino
LMSW, CASAC

Suffolk County Community College

By: _____ Date 10/28/11
George Gatta
Executive Vice President

Approved as to Legality

By: _____ Date 10/28/11
Louis J. Petrizzo
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and **Catholic Charities of the Diocese of Rockville Centre (Agency)**, a not for profit corporation having its principal office at 90 Cherry Lane, Hicksville, NY 11801.

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	September 1, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Catholic Charities of the Diocese of Rockville Centre

By: _____ Date 5/25/10
Laura A. Cassell
Chief Executive Oficer

Suffolk County Community College

By: _____ Date 6/10/10
James P. Canniff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 6/14/10
Ilene S. Kreitzer
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and **Employee Assistance Resources Services, Inc. (Agency)**, a business corporation having its principal office at 278 East Main Street, Smithtown, NY 11787.

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	December 17, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Employee Assistance Resource Services, Inc.

By: _____ Date 12/21/10
Simon Zysman, PhD
Executive Director

Suffolk County Community College

By: _____ Date 1/3/11
William F. Connors, Jr.
Associate Vice President for Academic Affairs

Approved as to Legality

By: _____ Date 01/04/11
Louis J. Petrizzo
College Deputy General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and **Eastern Long Island Hospital (Agency)**, not for profit hospital corporation having its principal office at 201 Manor Place, Greenport, NY 11944.

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	September 1, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Eastern Long Island Hospital

By: _____ Date 3/22/10
Paul J. Connor, III
President and CEO

Suffolk County Community College

By: _____ Date 3/24/10
James F. Canniff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 4/5/10
Ilene S. Kreitzer
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 **and ~~Pro Sport Physical Therapy, PC~~ Family Service League, Inc. (Agency)**, a professional corporation in the state of New York having its principal office at 467 New York Avenue, Huntington, NY 11743.

The parties hereto desire to make available to the **College** the services of **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	November 30, 2012 through August 31, 2022
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Family Service League, Inc.

By: _____ Date 12/7/12
Eileen Smith, LCSW
Program Director

Suffolk County Community College

By: _____ Date 12/11/12
Dr. Carla L. Mazzarelli
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 12/17/12
Louis J. Petrizzo
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and John T. Mather Memorial Hospital **(Agency)**, a not for profit hospital corporation having its principal office at 75 North Country Road, Port Jefferson, NY 11777.

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	September 1, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

John T. Mather Memorial Hospital

By: Marie Mulligan Date 8/25/10
~~Kathleen Murray, RN~~
~~Assistant Vice President for Education~~
Marie Mulligan
Vice President

Suffolk County Community College

By: William F. Connors, Jr. Date 8/30/10
William F. Connors, Jr.
Associate Vice President for Academic Affai

Approved as to Legality

By: _____ Date 8/30/10
Ilene S. Kreitzer
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and **From the Ashes, Inc. dba Kenneth Peters Center for Recovery (Agency)**, a professional corporation having its principal place of business at 6800 Jericho tpke, Suite 122W, Syosset, NY 11791

The parties hereto desire to make available to the **College** the services of **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	November 20, 2013 through August 31, 2023
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

From the Ashes, Inc.
dba Kenneth Peters Center for Recovery

By: _____ Date 12/27/13
Eric Sprannz
Assistant Director

Suffolk County Community College

By: _____ Date 1/14
Dr. Carla L. Mazzarelli
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 01/02/14
Louis J. Petrizzo
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and **Long Island Center for Recovery, Inc. (Agency)**, a not for profit corporation having its principal office at PO Box 774, Hampton Bays, NY 11946.

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	September 1, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Long Island Center for Recovery, Inc.

By: _____ Date 1/4/10
Charlene McAleavey
Title: Executive Director

Suffolk County Community College

By: _____ Date 2/16/10
James F. Cannaff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 2/16/10
Ilene S. Kreitzer
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and **Long Island Council on Alcoholism and Drug Dependence dba LICADD (Agency)**, a not for profit corporation having its principal place of business at114 Old Country Road, Suite 114, Mineola, NY 11501.

The parties hereto desire to make available to the **College** the services of Agency for the placement of College students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	February 18, 2014 through August 31, 2024
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Long Island Council on Alcoholism and Drug Dependence dba LICADD

By: _____ Date 3/7/14
Steve Chassman, LCSW, CASAC
~~Clinical Director~~
Jeffrey L. Reynolds, Ph.D.
Executive Director

Suffolk County Community College

By: _____ Date 3/11/14
Dr. Carla L. Mazzarelli
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 03/12/14
Louis J. Petrizzo
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and **St. Christopher Ottilie dba Madonna Heights Services (Agency)**, a not for profit corporation having its principal office at 151 Burrs Lane, Dix Hills, NY 11746

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	September 1, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

St. Christopher Ottilie dba
Madonna Heights Services

By: _____ Date 9/28/10
Name: Robert Sheerin
Title: Chief Administrative officer

Suffolk County Community College

By: _____ Date 10/5/10
William F. Connors, Jr.
Associate Vice President for
Academic Affairs

Approved as to Legality

By: _____ Date 10/5/10
Ilene S. Kreitzer
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and **Outreach Development Corp. dba Outreach House II (Agency)**, a not for profit corporation having its principal office at 117-11 Myrtle Avenue, Richmond Hill, NY 11418.

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	September 30, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Outreach Development Corp. dba Outreach House II

By: _____ Date 6/21/10
John Venza
VP of Adolescent Services

Suffolk County Community College

By: _____ Date 6/28/10
James F. Canniff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 6/29/10
Ilene S. Kreitzer
College General Counsel

Law No. 20-CC-036 Pederson-Krag Center Inc. dba Pederson-Krag CDT and Directions IPRT

PROS PROS

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the PROS County Center, Riverhead, New York 11901 and **Pederson-Krag Center Inc. dba Pederson-Krag CDT and Directions IPRT (Agency)**, a not for profit corporation having its principal office at 55 Horizon Drive, Huntington, NY 11743.

PROS

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	September 1, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Pederson-Krag Center Inc. dba Pederson-Krag CDT and Directions IPRT PROS

By: Anita Fleishman Date 4/2/10
Anita Fleishman
Executive Director

Suffolk County Community College

By: _____ Date 4/20/10
James F. Canniff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 4/21/10
Ilene S. Kreitzer
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and **Phoenix Houses of Long Island, Inc. (Agency)**, a not for profit corporation having its principal office at 164 West 74th Street, New York, NY 10023.

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	July 8, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Phoenix Houses of Long Island, Inc.

By: _____ Date July 20, 2010
Cari Besserman
Vice President

Suffolk County Community College

By: _____ Date 7/26/10
James F. Canniff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 7/26/10
Ilene S. Kreitzer
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and **Seafield Services, Inc. (Agency)**, a business corporation having its principal office at 7 Seafield Lane, Westhampton Beach, NY 11978.

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	June 28, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Seafield Services, Inc.

By: _____ Date 07/23/10
Anita Marie Young, LCSWR, BDC
Corporate Director of Clinical Services

Suffolk County Community College

By: _____ Date 8/2/10
James F. Canniff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 8/3/10
Ilene S. Kreitzer
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 and The Long Island Home dba South Oaks Hospital **(Agency)**, a not for profit corporation having its principal office at ~~11 West Main Street, Riverhead, NY 11901.~~ 400 Sunrise Hwy Amityville, NY 11701

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	September 1, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

The Long Island Home dba South Oaks Hospital

By: Patricia Porter Date 12/2/09

~~Christine Moran~~
~~VP Behavioral Health Services~~

PATRICIA A. PORTER
CHIEF FINANCIAL OFFICER
THE LONG ISLAND HOME

Suffolk County Community College

By: _____ Date 12/10/09

James F. Capniff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 12/11/09

Ilene S. Kreitzer
College General Counsel

Agency Agreement

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The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	September 1, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

Town of Babylon, Division of Drug & Alcohol Services

By: _____ Date 11-07-09
Steven Bellone
Supervisor

Suffolk County Community College

By: _____ Date 10/9/09
James F. Canniff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 12/8/09
Ilene S. Kreitzer
College General Counsel

Agency Agreement

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The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	June 21, 2010 through August 31, 2020
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

ACCESS/ACCESSO Town of Islip

By: Delores Booklet LCSW CASAC Date 6/23/10
Delores Booklet, LCSW-R, CASAC
Project Director

Suffolk County Community College

By: _____ Date 6/28/10
James F. Canniff
Vice President for Academic and Student Affairs

Approved as to Legality

By: _____ Date 6/29/10
Ilene S. Kreitzer
College General Counsel

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901 **and The Young Men's Christian Association of Long Island, Inc. (Agency)**, a business corporation having its principal office at 125 Dosoris Lane, Glen Cove, NY 11542

The parties hereto desire to make available to the **College** the services of **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement:	June 12, 2013 through August 31, 2023
Total Cost of Agreement:	No cost to the **College** or **Agency**
Terms and Conditions:	Shall be as set forth in Exhibits A through G

In Witness Whereof, the parties have executed this Agreement as of the latest date written below.

The Young Men's Christian Association of Long Island, Inc.

By: MaryAnne Siemer Date 8-8-13
MaryAnne Siemer
Executive Director

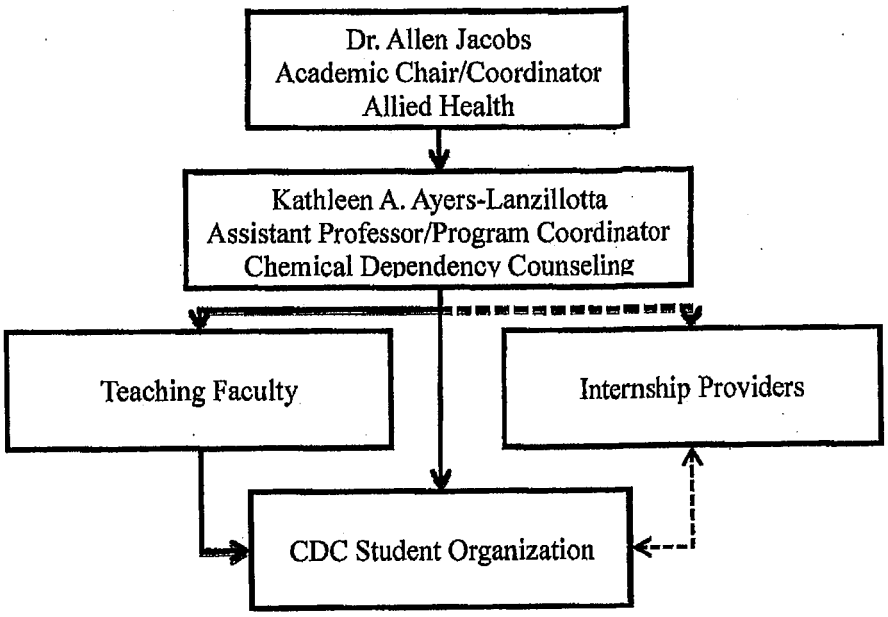
Suffolk County Community College

By: Carla L. Mazzarelli Date 7/11/13
Dr. Carla L. Mazzarelli
Vice President for Academic and Student Affairs

Approved as to Legality

By: Louis J. Petrizzo Date 07/12/13
Louis J. Petrizzo
College General Counsel

Attachment 3



Attachment 4

SUFFOLK COUNTY COMMUNITY COLLEGE
GRANT CAMPUS
CHEMICAL DEPENDENCY COUNSELING PROGRAM
CDC255 Field Practicum - INTERN EVALUATION

Student Name_____

Evaluator's Name_____

Agency_____ Date_____

Agency OASAS License No._____ Evaluator CASAC or License No._____

Please rate the named intern student in the following areas:

KEY:

1 = Poor **2 = Fair** **3 = Satisfactory** **4 = Good** **5 = Excellent**

1. Promptness and reliability	1 2 3 4 5
2. Personal grooming	1 2 3 4 5
3. Enthusiasm	1 2 3 4 5
4. Acceptance of assignments	1 2 3 4 5
5. Works with others	1 2 3 4 5
6. Willingness to learn	1 2 3 4 5
7. Takes initiative appropriately	1 2 3 4 5
8. Understands chemical dependency theory	1 2 3 4 5
9. Understands theory of CD counseling	1 2 3 4 5
10. Willing to accept new ideas	1 2 3 4 5
11. Understands and applies principles of confidentiality	1 2 3 4 5
12. Able to solve problems	1 2 3 4 5
13. Record keeping ability	1 2 3 4 5
14. Interaction with clients	1 2 3 4 5
15. Reliability	1 2 3 4 5
16. Improvement	1 2 3 4 5
17. Accepts supervision	1 2 3 4 5
18. Shows good judgment	1 2 3 4 5
19. Shows self-knowledge	1 2 3 4 5
20. Overall impression of this student	1 2 3 4 5

Please add comments:

_____

_____

THIS STUDENT HAS SATISFACTORILY COMPLETED _____ CLOCK HOURS OF PRACTICE AND SUPERVISION IN THID AGENCY.

SIGNED_____(SUPERVISOR) DATE___/___/____

Attachment 5

Non-Federal Expenditures

FY 2013 (Actual)	FY 2014 (Estimated)
Actual FY 2013 non-Federal funds, including in-kind, expended on Suffolk County Community College's Chemical Dependency Counseling Program. Amount: $156,699	Estimated FY 2014 non-Federal funds, including in-kind, designated on Suffolk County Community College's Chemical Dependency Counseling Program. Amount: $159,000

Suffolk County Community College

Attachment 6

State of New York

Office of Alcoholism and Substance Abuse Services

Bureau of Workforce Development
Learning and Development Unit

Pursuant to the provisions of Article 19 of the Mental Hygiene Law

Suffolk County Community College

is hereby granted this

EDUCATION AND TRAINING PROVIDER CERTIFICATE

Authorizing the provision of specific course work, reviewed and approved by this Office, in compliance with the requirements of 14 NYCRR Part 853 credentialing regulations. This Education and Training Provider is approved to offer the Credentialed Alcoholism and Substance Abuse Counselor (CASAC) 350-Hour Education and Training Standardized Curriculum

Julia M. Fesko

JULIA M. FESKO
DIRECTOR
TALENT MANAGEMENT BUREAU

0032

PROVIDER NUMBER

EFFECTIVE DATE: September 01, 2013
EXPIRATION DATE: September 01, 2016

Attachment 7

The CDC program holds Provider Number 32 from OASAS, which indicates that its course of study meets all of the OASAS and ICRC requirements for the education of chemical dependency counselors. This provider number is reviewed every three years. SCCC's CDC program has been renewed without question. The most recent renewal was on September 1, 2013; it will expire on September 1, 2016.

All applicants must have graduated from an approved high school or possess a New York State High School Equivalency Diploma in order to matriculate into the program. All applicants must be interviewed by the program coordinator prior to their admission to the program.

The Chemical Dependency Counseling Program at Suffolk County Community College prepares students for employment or advancement in the field of chemical dependency counseling. The program offers a course of study whereby graduates will fulfill all of the educational and internship requirements set forth by OASAS and by the ICRC for the Credential in Alcohol and Substance Abuse Counseling Trainee (CASAC-T).

The CDC curriculum consists of 9, three-credit chemical dependency counseling courses. These courses have been developed to exceed the minimum requirements by OASAS/ICRC for the four areas of professional study and competency in the standards:

1. General knowledge of alcoholism and substance abuse
2. Alcoholism and substance abuse counseling
3. Assessment, clinical evaluation, treatment planning case management and patient, family and community education
4. Professional and ethical responsibilities

In addition to the core courses, the program also offers a seven credit (270 hours of clinical experience and 30 hours of supervision) internship course that fulfills the field practicum requirement of the standards.

Students may matriculate in this program to earn the associate in applied science degree (A.A.S.). This requires that they complete the ten courses in general education. Students who do not wish to earn the A.A.S. degree may take any or all of the CDC courses in order to fulfill the credentialing and professional requirements, or for personal satisfaction.

The first three courses in the CDC sequence, CD111, CD115, and CD120, are open-enrollment courses, which are available as elective courses to the general student population. In order for a student to enroll in a CD course above CD120, he or she must matriculate in the CDC program or be interviewed by the program coordinator. Applicants are required to meet with the program coordinator prior to admission to the CDC program.

A.A.S DEGREE - SUGGESTED FULL-TIME SEQUENCE – DAY OR EVENING (TWO YEARS). NOTE: THE 10 CDC COURSES CAN BE TAKEN INDEPENDENTLY AND COMPLETED IN 3 SEMESTERS

FIRST SEMESTER: 16.5 credits

♦CDC111: Chemical Dependency in American Society.....3
COL101: Freshman Seminar.....1.5
ENG101: Standard Freshman Composition.....3
HSC114: Group Dynamics.....3
MAT103: Statistics I.....3
PSY101: Introduction to Psychology.....3

SECOND SEMESTER: 18 credits
* English Elective.....3
♦CDC115: Dynamics of Addiction.....3
♦CDC120: Chemically Dependent Family Systems.....3
** Communications Elective.....3
PSY210: Developmental Psychology or
PSY215: Abnormal Psychology.....3
SOC101: Introduction to Sociology.....3

THIRD SEMESTER: 17 credits
♦CDC225: Criminal Justice System and Chemical Dependency.....3
♦CDC230: Professional Documentation: Data Collection, Assessment, Treatment Planning.....3
♦CDC235: Techniques for Counseling the Chemically Dependent Client.....3
‡ Laboratory Science Elective.....4
Physical Education.....1
SOC203: Marriage and the Family.....3

FOURTH SEMESTER: 17 credits
♦CDC240: Chemical Dependency Education and Prevention.....3
♦CDC246: Advanced Techniques for Counseling the Chemically Dependent Client.....3
♦CDC250: Habilitation and Rehabilitation of the Chemically Dependent Client.....3
♦CDC255: Field Practicum or Cooperative Education in Chemical Dependency Counseling.....7
Physical Education.....1
TOTAL CREDITS REQUIRED: 68.5
♦These courses constitute the major courses in this curriculum.

REQUIRED CREDIT DISTRIBUTION
Chemical Dependency Counseling . . . . .34 credits
Health Careers . . . . . 3 credits
Social Sciences . . . . . .12 credits
Mathematics/Science . . . . . .7 credits
English . . . . . .6 credits
Communications . . . . . 3 credits
Freshman Seminar (full-time only) . . . .. 1.5 credits

Physical Education (full-time only) . . . . . 2 credits

SEQUENCE OF COURSES: The above model is a two-year course schedule for students meeting all the program requirements and deciding to pursue full-time study. Those students requiring preparatory courses or those deciding to pursue part-time study should consult their faculty advisor for an appropriate sequence of courses.

SUGGESTED PART-TIME SEQUENCE – DAY OR EVENING (FOUR YEARS)

FIRST SEMESTER: 6 credits
♦CDC111: Chemical Dependency in American Society.....3
ENG101: Standard Freshman Composition.....3

SECOND SEMESTER: 9 credits
†♦CDC115: Dynamics of Addiction.....3
♦CDC120: Chemically Dependent Family Systems.....3
PSY101: Introduction to Psychology.....3

THIRD SEMESTER: 9 credits
♦CDC225: Criminal Justice System and Chemical Dependency.....3
HSC114: Group Dynamics.....3
MAT103: Statistics I.....3

FOURTH SEMESTER: 9 credits
♦CDC240: Chemical Dependency Education and Prevention.....3
** Communications Elective.....3
SOC101: Introduction to Sociology.....3

FIFTH SEMESTER: 9 credits
♦CDC230: Professional Documentation: Data Collection, Assessment, Treatment Planning.....3
PSY210: Developmental Psychology or
PSY215: Abnormal Psychology.....3
SOC203: Marriage and the Family.....3

SIXTH SEMESTER: 7 credits
♦CDC250: Habilitation and Rehabilitation of the Chemically Dependent Client.....3
‡ Laboratory Science Elective.....4

SEVENTH SEMESTER: 6 credits
♦CDC235: Techniques for Counseling the Chemically Dependent Client.....3
* English Elective.....3

EIGHTH SEMESTER: 10 credits
♦CDC246: Advanced Techniques for Counseling the Chemically Dependent Client.....3
♦CDC255: Field Practicum or Cooperative Education in Chemical Dependency Counseling.....7
TOTAL CREDITS REQUIRED: 65

* ENG201 is recommended.
** COM101, COM102, COM105 or COM202 are highly recommended.
† Part-time students should take CDC115 after CDC111.
‡ Must be taken from biology or chemistry.
♦ These courses constitute the major courses in this curriculum.
NOTES:
1) CDC111 is prerequisite to all CDC courses.
2) There are Transfer Opportunities regarding articulation agreements with four-year colleges and universities.

REQUIRED CREDIT DISTRIBUTION
Chemical Dependency Counseling . . . . .34 credits
Health Careers . . . . . 3 credits
Social Sciences . . . . . .12 credits
Mathematics/Science . . . . . .7 credits
English . . . . . .6 credits
Communications . . . . . 3 credits
Freshman Seminar (full-time only) . . . . . 1.5 credits
Physical Education (full-time only) . . . . . 2 credits

Attachment 8

Karen Boorshtein, LCSW
President & CEO

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The Iovino South Shore Family Center
1444 Fifth Avenue
Bay Shore, NY 11706
631.647.3100

www.fsl-li.org

FAMILY SERVICE LEAGUE
Restoring Home. Rebuilding Lives.

May 28, 2014

Kathleen Ayers-Lanzillotta, MPA, CASAC
Program Coordinator, Chemical Dependency Counseling
1001 Crooked Hill Road, MA135
Brentwood, NY 11717

Dear Ms. Ayers-Lanzillotta,

Family Service League (FSL) is pleased to submit this letter of support to the include with the Suffolk County Community College (SCCC) application for a grant to assist in training paraprofessionals to work with children, adolescences and transitional age youth who are at risk for developing or have developed a recognized behavioral health disorder. By offering the opportunity for our local Community College to provide significant tuition assistance to students in our area, our behavioral heath workforce here on Long Island will expand significantly.

Since 1926 FSL has provided a comprehensive network of care across Long Island, serving infants to elders through Children and Youth Programs, Senior Services, Vocational Programs, Family Support Programs, Mental Health and Substance Abuse Programs, and Housing and Homeless Services. FSL serves over 50,000 Long Islanders each year. FSL is accredited by the Council on Accreditation (COA), a national standard setting organization, for meeting the highest standards of care for children and families and best practices for administration and financial management. FSL is the only agency in Suffolk County to be awarded this accreditation.

Our history includes a long working relationship with interns from SCCC. The interns consistently prove to be valuable resource in providing quality direct services. Expanding educational opportunities is beneficial on many levels. It enriches their learning experience and increases the availability of needed services.

Sincerely,

Karen Boorshtein

Karen Boorshtein, LCSW
President and CEO

United Way
THE TOWNSWIDE FUND
BBB

Bay Shore · East Hampton · East Yaphank · Greenport · Hampton Bays · Hauppauge · Huntington
Huntington Station · Laurel · Mattituck · Mineola · Riverhead · Shirley · Westhampton Beach

Suffolk County Community College 1

Karen Boorshtein, LCSW
President & CEO

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Sally Pope
Whitney Posillico
Katharine Posillico-McGowan
Richard J. Scholem
Scott J. Skorobohaty
Judith Sonfield
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Michael Strebel
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1444 Fifth Avenue
Bay Shore, NY 11706
631.647.3100

www.fsl-li.org

FAMILY SERVICE LEAGUE
Restoring Hope. Rebuilding Lives.

May 25, 2014

Kathleen Ayers Lanzillotta, MPA, CASAC
Program Coordinator, Chemical Dependency Counseling
Suffolk County Community College

I am writing to offer support for the grant application by Suffolk County Community College, to obtain assistance in training paraprofessionals to work with youth who either have or are at risk for developing a behavioral health disorder.

We at Family Service League have had positive experiences working with both students who have done internships with us from SCCC, and staff who graduated from SCCC. They would certainly use the assistance to train students to effectively help this population. This is an enormous benefit to Long Island, where we see an increase in need to help this specific group.

Please feel free to contact me if you have questions/concerns.

Sincerely,

Joseph Gelber, LCSW-R
Program Director
Family Service League
Family Recovery Center

United Way
Participating Agency
THE TOWNWIDE FUND
COA
BBB

Catholic Charities
Diocese of Rockville Centre
155 Indian Head Road
Commack, NY 11725

Chemical Dependence Outpatient Clinic
Phone: (631) 543-6200
Fax: (631) 543-6203
www.CatholicCharities.cc

May 28, 2014

Kathy Ayers-Lanzillotta, MPA, CASAC
Program Coordinator, Chemical Dependency Counseling
1001 Crooked Hill Road
Brentwood, NY 11717

Dear Ms. Ayers-Lanzillotta,

It is with great enthusiasm that I submit this letter to support Suffolk County Community College's application for a federal grant to assist in training paraprofessionals to work with children, adolescents and transitional age youth at risk for developing, or have already developed a recognized behavioral health disorder. There has been much attention given to the growing problems in Suffolk County which has identified a growing number of our young people as high risk.

Since 1957, Catholic Charities of Rockville Centre has been committed to providing care with dignity, instilling hope, empowerment and providing mental health and substance abuse services. Here at the Commack Chemical Dependency Program, we have a Young Adult tract which addresses their specific needs as well as collaborative services for their families.

Catholic Charities has had the privilege of working with Suffolk Community College interns, which has proven an invaluable experience for the interns, our clients and the agency. The interns come well prepared to begin assisting in providing quality direct care to our clients. As a supervisor, it is wonderful to see them gain confidence in turning their book knowledge to experiential learning.

I would wholeheartedly support the program at Suffolk College to receive this grant as Suffolk interns have enabled Catholic Charities to continue providing quality services to younger chemically dependent clients and their families.

Sincerely,

Jean Basile

Jean Basile
Clinical Supervisor

Long
Island
Recovery
Association

PO Box 262
Franklin Square NY 11010-0262

May 28, 2014

Kathleen Ayers-Lanzillotta, MPA CASAC
Program Coordinator-Chemical Dependency Counseling
Suffolk County Community College
1001 Crooked Hill Rd.
West Brentwood NY 11717

Dear Ms. Ayers-Lanzillotta,

I am pleased to write this letter of support for your grant application to assist para-professionals in their development towards making a positive impact on the well being of individuals and families on Long Island.

As you know LIRA is a grassroots not for profit community organization focused on improving the lives of individuals in recovery from addiction and their family members. We have worked closely with students from the Chemical Dependency Counseling program at SCCC over the past 5 years providing mentoring in the areas of advocacy and peer to peer recovery support services. The students have been eager to learn and have made significant contributions to our ongoing efforts.

As a result of their participation several students involved with LIRA have gained employment through the many contacts we have with agencies across Long Island.

I believe that your program at SCCC is ideally situated to facilitate this grant opportunity and it will surely pay dividends for the betterment of Long Island's workforce. Thank you for your interest and devotion to the well being of these counselors in training. SCCC is quite worthy and an ideal recipient for this grant.

On behalf of LIRA I extend an enthusiastic endorsement of your application.

Sincerely,

Richard Buckman

Richard Buckman-President

Human Understanding & Growth Services, Inc.

HUGS, Inc. Officers
Deirdre Parsons
President
Al Normandeau
Vice President
Theresa Belkin
Secretary
Joel Breiter
Treasurer

Directors
Sandra Biondi
Torre Falkner
Joe Mangiaracina
Robert Marcincuk
Matthew Murphy
Margaret Thorne

HUGS, Inc. Staff
Kymberly A. Laube
Executive Director
Allison Galasso
Program Director
Alana Urbont
Prevention Educator
Cynthia Redmond
Prevention Educator
Geraldine Mensch
Administrative Assistant
Jacqueline Aldrich
After School Program
MaryBeth Finnegan
Bookkeeper

108C Mill Road
Westhampton Beach,
New York 11978
(631) 288 9505
e-mail:
Kym@hugsinc.org

May 28, 2014

Kathleen Ayers-Lanzillotta, MPA, CASAC
Program Coordinator, Chemical Dependency Counseling
1001 Crooked Hill Road, MA135
Brentwood, NY 11717

Dear Ms. Ayers-Lanzillotta,

On behalf of Human Understanding & Growth Services, Inc. (HUGS, Inc.) I am pleased to submit a letter of support to include with the Suffolk County Community College (SCCC) application for a grant to assist in training paraprofessionals to work with children, adolescents and transitional age youth who are at risk of developing, or have developed, a recognized behavioral health disorder. By offering the opportunity for our local Community College to provide significant tuition assistance to students in our area, our behavioral health workforce here on Long Island will expand significantly.

For over 35 years HUGS, Inc., a 501(c)3 non-profit youth development and substance abuse prevention agency has provided individuals, families, schools, and communities with prevention education strategies aimed at reducing high risk behaviors among our youth while fostering positive attitudes to improve all areas of life. As the scope of our agency's reach grows, we have seen an increase in the incidence of behavioral health disorders, often co-occurring with substance abuse, and recognize the need for increased services in this area. It is our belief, the students and professionals at SCCC will be positioned at the forefront to address this growing population.

In recent years, we have fostered a working relationship with students enrolled in the chemical dependency program at SCCC. These students have proven time and again to be a valuable resource to our staff and the youth we serve. It is a natural fit that they be the ones to expand direct treatment services to younger, chemically dependent clients and their families on Long Island. HUGS, Inc. wholeheartedly makes this recommendation. The opportunity to provide much needed services is one I firmly believe SCCC will take on with integrity, passion and the promise of healthier youth.

Sincerely,

Kymberly A. Laube
Executive Director

"Empowering Youth & Communities for Over 30 Years!"

Quality Consortium of Suffolk County

Quality Consortium of Suffolk County

The leaders in the field of addiction prevention, treatment and recovery

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Alternatives
Babylon Drug & Alcohol
ES BOCES SAS
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CK Post
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HUGS, Inc.
Huntington Drug & Alcohol
Mather Hospital
Morning Star
Outreach
Pederson-Krag
Phoenix House
Prevention Resource Center
Quannacut
Smithtown Horizons
St. Charles Hospital
YMCA Family Services

May 28, 2014

Kathleen Ayers-Lanzillotta, MPA, CASAC
Program Coordinator, Chemical Dependency Counseling
1001 Crooked Hill Road, MA135
Brentwood, NY 11717

Dear Ms, Ayers-Lanzillotta,

On behalf of the Quality Consortium of Suffolk County (QC) I am pleased to submit a letter of support to include with the Suffolk County Community College (SCCC) application for a grant to assist in training paraprofessionals to work with children, adolescents and transitional age youth who are at risk of developing, or have developed, a recognized behavioral health disorder. By offering the opportunity for our local Community College to provide significant tuition assistance to students in our area, our behavioral health workforce here on Long Island will expand significantly.

The Quality Consortium of Suffolk County is a partnership of non-profit organizations that are dedicated to the delivery of comprehensive, affordable and accessible prevention, treatment and recovery services. Members of the QC advocate at the county and state level for increased services, as well as access to prevention, treatment and recovery services. As leaders in the field of addiction in Suffolk County, we recognize the need for increased services on Long Island particularly in the area of behavioral health. It is our belief, the students and professionals at SCCC will be positioned at the forefront to address the increasing needs of clients and their families.

You know first hand the hard work and dedication of QC members and we believe the students enrolled in the chemical dependency program at SCCC also possess the same core ideals when addressing the health of Long Islanders. These students have proven time and again to be a valuable resource to our member agencies and the clients and communities our agencies serve. It is a natural fit that they be the ones to expand direct treatment services to younger, chemically dependent clients and their families on Long Island. The Quality Consortium wholeheartedly makes this recommendation.

Sincerely,

Kymberly A. Laube
President

SEAFIELD

"Where Alcoholism Is Treated As A Family Illness"
7 Seafield Lane, Westhampton Beach, NY 11978

(631) 288-1122
Fax (631) 288-1638
www.seafieldcenter.com

May 27, 2014

Kathleen Ayers-Lanzillotta, MPA, CASAC
Program Coordinator, Chemical Dependency Counseling
1001 Crooked Hill Road, MA135
Brentwood, NY 11717

Dear Ms. Ayers-Lanzillotta,

On behalf of Seafield, I am pleased to submit a letter of support to include with the Suffolk County Community College (SCCC) application for a grant to assist in training paraprofessionals to work with children, adolescents and transitional age youth who are at risk for developing, or who have developed, a recognized behavioral health disorder. By offering the opportunity for our local Community College to provide significant tuition assistance to students in our area, our behavioral health workforce here on Long Island will expand significantly.

For over 28 years Seafield has provided a comprehensive system of NYS OASAS licensed and JACHO accredited addiction treatment services including inpatient rehab, sub-acute detox, and outpatient treatment at 5 locations to those addicted *and their families*. In the past several years we have experienced a dramatic shift the average age of persons coming into treatment. 10 years ago 5% of our population was under the age of 25, today that number is 50%.

Our history has included a long working relationship with interns from SCCC. The interns have proven time and again to be a valuable resource in providing quality direct care to those we serve. It is a natural fit that they should be the ones to expand direct treatment services to our younger chemically dependent clients here on Long Island, and to their family members. We have no reservations whatsoever about making this recommendation! This is an opportunity to make a huge difference in the lives of Long Island's recovering population and it must not be missed.

Sincerely,

John C. Haley
Director of Corporate Operations

SEAFIELD

"Where Alcoholism Is Treated As A Family Illness"
7 Seafield Lane, Westhampton Beach, NY 11978

(631) 288-1122
Fax (631) 288-1638
www.seafieldcenter.com

May 22, 2014

Kathleen Ayers-Lanzillotta, MPA, CASAC
Program Coordinator
Chemical Dependency Counseling
1001 Crooked Hill Road, MA 135
Brentwood, New York 11717

Dear Ms. Ayers-Lanzillotta:

I am writing to you in support of the Suffolk County Community College Chemical Dependency Counselor Training Program and specifically to support your grant application to bring federal funds to Suffolk County and therefore provide more opportunities for new students interested in the field.

The values of SCCC training program to providers in the chemical dependency treatment field cannot and should not be underestimated. We have several graduates of SCCCC program on our staff at present and for years we now almost always have interns from SCCC working with our staff to complete the course requirements. As you know, at Seafield SCCC interns work directly with our clients under supervision of our staff. This is a unique opportunity for these students to work with clients in the early stages of recovery from addiction. This is a major source of new counselors into addiction treatment.

We are observing an increasing number of young people seeking assistance and treatment for heroin addiction. This is a challenge for the field and we here at Seafield Center totally support, SCCC and your personal efforts to strengthen and promote education and training in this vital field of chemical dependency counseling.

Very Truly Yours,

CASAC

James O'Brien, CASAC
Clinical Director

JOB:ms

1. DATE ISSUED: 09/19/2014	**2. PROGRAM CFDA:** 93.243
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.	
4a. AWARD NO.: 1 G02HP27911-01-00	**4b. GRANT NO.:** G02HP27911 / **5. FORMER GRANT NO.:**
6. PROJECT PERIOD: FROM: 09/30/2014 THROUGH: 09/29/2017	
7. BUDGET PERIOD: FROM: 09/30/2014 THROUGH: 09/29/2015	

U.S. Department of Health and Human Services
HRSA
Health Resources and Services Administration

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulation)
Sections 501(d)(5), 509, and 520A of the Public Health Service Act; consolidated Appropriations Act, 2014, Division H, Title II (Health Surveillance and Program Support).

8. TITLE OF PROJECT (OR PROGRAM): Behavioral Health Workforce Education and Training for Professionals and Paraprofessionals

9. GRANTEE NAME AND ADDRESS:
SUFFOLK COUNTY COMMUNITY COLLEGE
533 College Rd
Selden, NY 11784-2851
DUNS NUMBER:
068017615

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)
Kathleen Ayers-Lanzillotta
SUFFOLK COUNTY COMMUNITY COLLEGE
Division Line: Chemical Dependency Counseling
1001 Crooked Hill Road
Brentwood, NY 11717

11.APPROVED BUDGET:(Excludes Direct Assistance)
[X] Grant Funds Only
[ ] Total project costs including grant funds and all other financial participation

a . Salaries and Wages :	$25,986.00
b . Fringe Benefits :	$7,530.00
c . Total Personnel Costs :	$33,516.00
d . Consultant Costs :	$0.00
e . Equipment :	$0.00
f . Supplies :	$5,500.00
g . Travel :	$200.00
h . Construction/Alteration and Renovation :	$0.00
i . Other :	$0.00
j . Consortium/Contractual Costs :	$0.00
k . Trainee Related Expenses :	$14,400.00
l . Trainee Stipends :	$0.00
m . Trainee Tuition and Fees :	$225,600.00
n . Trainee Travel :	$0.00
o . TOTAL DIRECT COSTS :	$279,216.00
p . INDIRECT COSTS (Rate: % of S&W/TADC) :	$3,137.00
q . TOTAL APPROVED BUDGET :	$282,353.00
i. Less Non-Federal Share:	$0.00
ii. Federal Share:	$282,353.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	$282,353.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	$0.00
ii. Offset	$0.00
c. Unawarded Balance of Current Year's Funds	$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	$282,353.00

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
02	$282,353.00
03	$282,353.00

14. APPROVED DIRECT ASSISTANCE BUDGET:(In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	$0.00

15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A]
Estimated Program Income: $0.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached [X]Yes [ ]No)

Electronically signed by Frances Woodburn , Grants Management Officer on : 09/19/2014

17. OBJ. CLASS: 41.21 | **18. CRS-EIN:** 1116000464A1 | **19. FUTURE RECOMMENDED FUNDING:** $0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT FIN ASST	AMT DIR ASST	SUB PROGRAM CODE	SUB ACCOUNT CODE
14 - 376PARA	93.243	14G02HP27911	$282,353.00	$0.00		14-BHWET

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants.hrsa.gov/webexternal/login.asp to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Condition(s)

1. **Due Date: Within 30 Days of Award Issue Date**
   Within 30 days of issuance of Notice of Award, the grantee must submit a revised staffing plan that includes responsibilities/activities and time allocation of key personnel, including the Principal Investigator, program support staff, evaluator, etc., who will ensure the successful implementation of the goals and objectives of the funded program.

Grant Specific Term(s)

1. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf
2. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of $25,000 or more in Federal funds and executive total compensation as outlined in Appendix A to 2 CFR Part 170 (http://www.hrsa.gov/grants/ffata.html). The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements.
3. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds.

   You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: http://www.dpm.psc.gov/grant_recipient/grantee_forms.aspx and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: http://www.dpm.psc.gov/contacts/contacts.aspx?explorer.event=true

4. The awardee must submit a progress report to HRSA on an annual basis. For multi-year awards: Submission and HRSA approval of your Progress Report(s) triggers the budget period renewal and release of subsequent year funds. The Bureau of Health Workforce (BHW) Progress Report has two parts. The first part demonstrates grantee progress on program-specific goals. The second part collects core performance measurement data including performance measurement data to measure the progress and impact of the project.

Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.

3. The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item ....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years, or both.

5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 74.25 [Note: 74.25 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 92.30 must be submitted in writing to the Grants Management Officer (GMO). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.
   In addition to the prior approval requirements identified in Part 74.25, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds $100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or $250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is $200,000, if the total approved budget is $300,000, cumulative changes within that budget period exceeding $75,000 would require prior approval). For recipients subject to 45 CFR Part 92, this requirement is in lieu of that in 45 CFR 92.30(c)(1)(ii) which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding $25,000 (if not included in the approved application) or other prior approval action identified in Parts 74.25 and 92.30 unless HRSA has specifically exempted the grantee from the requirement(s).]

6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at www.DPM.PSC.GOV.

7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).

8. Submit audits, if required, in accordance with OMB Circular A-133, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800)253-0696 toll free http://harvester.census.gov/sac/facconta.htm

9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at http://www.hhs.gov/ocr/lep/revisedlep.html.

10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000,as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.hrsa.gov/grants/trafficking.htm. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.

11. The Consolidated Appropriations Act, 2012 (P.L. 112-74) enacted December 23, 2011, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. HRSA funds may not be used to pay the salary of an individual at a rate in excess of $181,500 (the Executive Level II salary of the Federal Executive Pay scale). This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant

organization. This salary limitation also applies to subawards/subcontracts for substantive work under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with institutional policy. **Your award amount will not necessarily be recalculated to adjust for necessary reductions in salaries included in your proposal. However, none of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the salary limitation.** [It is important to note that an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.]

12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see http://www.hhs.gov/ocr/civilrights/understanding/index.html. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 80). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.
13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit https://www.sam.gov.

    It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/sam/transcript/SAM_Quick_Guide_Grants_Registrations-v1.6.pdf), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.

Reporting Requirement(s)

1. **Due Date: Within 90 Days of Project End Date**

   A final report is due within 90 days after the project period ends. The final report collects program-specific goals and progress on strategies; core performance measurement data; impact of the overall project; the degree to which the grantee achieved the mission, goal and strategies outlined in the program; grantee objectives and accomplishments; barriers encountered; and responses to summary questions regarding the grantee's overall experiences over the entire project period. The final report must be submitted on-line by awardees in the Electronic Handbooks system at https://grants.hrsa.gov/webexternal/home.asp.
2. **Due Date: Semi-Annually (Calendar Year) Beginning: Budget Start Date Ending: Budget End Date, due 30 days after end of reporting period.**

   Performance data for the recently completed academic year must be reported for each budget period semi-annually before January 30 and before July 30. An email notification will be sent as a reminder that a report is due, including instructions on how to provide the report through the EHB system. The Bureau of Health Workforce (BHW) requirements and performance measures will be available at http://bhw.hrsa.gov/grants. Contact your BHW project officer for additional information.
3. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.**

   The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

   - Budget Period ends August – October: FFR due January 30
   - Budget Period ends November – January: FFR due April 30
   - Budget Period ends February – April: FFR due July 30
   - Budget Period ends May – July: FFR due October 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Kathleen Ayers-Lanzillotta	Program Director	ayersk@sunysuffolk.edu
Gail Vizzini	Authorizing Official	vizzing@sunysuffolk.edu
William T Tucker	Point of Contact	tuckerw@sunysuffolk.edu

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Gloria Ortiz at:
Division of Nursing and Public Health
5600 Fishers Lane
RM 9C-89
Rockville, MD, 20857-
Email: gortiz@hrsa.gov
Phone: (301) 443-1915
Fax: (301) 443-0791

Division of Grants Management Operations:

For assistance on grant administration issues, please contact William Weisenberg at:
MailStop Code: 18-75
HRSA/OFAM/DGMO/HPB
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: William.Weisenberg@hrsa.hhs.gov
Phone: (301) 443-8056
Fax: (301) 443-6343

Intro. Reso. No. 2009-14 Laid on Table 11/5/14
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $299,526 FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES UNDER THE UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION PROJECT FOR IMPROVEMENT TO INDIGENT LEGAL SERVICES PROVIDED BY SUFFOLK COUNTY THROUGH THE LEGAL AID SOCIETY OF SUFFOLK COUNTY AND THE SUFFOLK COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN WITH 100% SUPPORT

WHEREAS, the State of New York Office of Indigent Legal Services has made $299,526.00 available to Suffolk County to improve the quality mandated indigent legal representation and to reduce excessive caseloads in indigent legal service provider programs as assigned to the Legal Aid Society of Suffolk County and the Suffolk County Bar Association Assigned Counsel Defender Plan of Suffolk County, and

WHEREAS, subject to any extensions approved by the County and the State, the operational period of the Program will be in effect for a term of three years, from January 1, 2014 through December 31, 2016; and

WHEREAS, said grant funds totaling $299,526 are to be divided into three equal amounts of $249,000.00 each year for Year 1, Year 2 and Year 3 of the Program; and

WHEREAS, of the total grant funds the amount awarded for the Legal Aid Society of Suffolk County totals $150,000.00 divided into three equal amounts of $50,000 each year for Year 1, Year 2 and Year 3 of the Program; and

WHEREAS, of the total grant funds the amount awarded for the Suffolk County Bar Association Indigent Defense totals $149,526.00 divided into three equal amounts of $49,842.00 each year for Year 1, Year 2 and Year 3 of the Program; and

WHEREAS, said grant funds for the period have not been included in the 2014 Suffolk County Operating Budget; now, therefore be it,

1st RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds in the sum of $299,526.00 as follows;

REVENUES:		**AMOUNT**
TOTAL:		**$299,526**
001-1196(unit)-3215(revenue)	State Aid – Indigent Legal Services	$150,000
001-1197(unit)-3215(revenue)	State Aid – Indigent Legal Services	$149,526

ORGANIZATIONS:	**AMOUNT**
TOTAL:	**$299,526**

ILS Fund Quality Improvement & Caseload Reduction
001-LAS-1196

4000 - Contractual Expenses	**$150,000**
4770 - Special Services	$150,000

ILS Fund Quality Improvement & Caseload Reduction
001-LAW-1197

4000 - Contractual Expenses	**$149,526**
4770 - Special Services	$149,526

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute a grant agreement between Suffolk County and the State of New York and to execute agreements between Suffolk County and the Legal Aid Society of Suffolk County and also Suffolk County and the Assigned Counsel Defender Plan of Suffolk County to carry out the Program as outlined in the grant agreement with New York State.

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 A GRANT IN THE AMOUNT OF $299,526 FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES UNDER THE UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION PROJECT FOR IMPROVEMENT TO INDIGENT LEGAL SERVICES PROVIDED BY SUFFOLK COUNTY THROUGH THE LEGAL AID SOCIETY OF SUFFOLK COUNTY AND THE SUFFOLK COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFERNDER PLAN WITH 100% SUPPORT

3. Purpose of Proposed Legislation

SEE ITEM 2

4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No X

5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)

County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.

GRANT FUNDING TO COVER A THREE YEAR PERIOD, STARTING JAN 1, 2014 THROUGH DECEMBER 31, 2016

8. Proposed Source of Funding

NEW YORK STATE INDIGENT LEGAL FUND

9. Timing of Impact Upon approval

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
JAMES P. BURT Assistant Budget Director	James P Burt	OCTOBER 28, 2014

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 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

S.C. LAW NO: 16-CE-008

STATE AGENCY (Name & Address): **NYS Office of Indigent Legal Services** **State Capitol Building, Room 128** **State Street** **Albany, New York 12224**	BUSINESS UNIT/DEPT. ID: **OLS01** **1350200** CONTRACT NUMBER: **C000647** CONTRACT TYPE: ☒ **Multi-Year Agreement** ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: **Suffolk, County of**	TRANSACTION TYPE: ☒ **New** ☐ Renewal ☐ Fixed Term Agreement
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: **Upstate Quality Improvement and Caseload Reduction**
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: **1000000809** Federal Tax ID Number: **11-6000464** DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: **H. Lee Dennison Bldg.** **Veterans Memorial Highway** **PO Box 6100** **Hauppauge, NY 11788** CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address **Suffolk County Treasurer** **330 Center Drive** **Riverhead, NY 11901** CONTRACTOR MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: **470100000000** ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

0027761

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT
From: January 1, 2014 **To: December 31, 2016**	(*Multi-year* – enter total projected amount of the contract; *Fixed Term/Simplified Renewal* — enter current period amount):
CURRENT CONTRACT PERIOD:	CURRENT: **$299,526.00**
AMENDED TERM:	AMENDED:
From: To:	FUNDING SOURCE(S):
AMENDED PERIOD:	☒ State ☐ Federal ☐ Other
From: To:	

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

☒ Attachment A:
- ☒ A-1 Program-Specific Terms and Conditions
- ☐ A-2 Federally Funded Grants

☒ Attachment B:
- ☒ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)

☒ Attachment C: Work Plan

☒ Attachment D: Payment and Reporting Schedule

☐ Other:

S.C. LAW NO: 16-CE-008

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:	STATE AGENCY:
	NYS Office of Indigent Legal Services
By:	By:
DENNIS COHEN Printed Name	William J. Leahy Printed Name
Title: CHIEF DEPUTY CTY EXEC.	Title: Director
Date: 7-25-14	Date:

STATE OF NEW YORK

County of SUFFOLK

On the 25TH day of JULY, 2014, before me personally appeared DENNIS M. COHEN, to me known, who being by me duly sworn, did depose and say that he/she resides ~~at~~ IN SUFFOLK COUNTY, that he/she is the CHIEF DEPUTY COUNTY EXECUTIVE of the SUFFOLK COUNTY EXECUTIVE OFFICE, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) Mary E. Barbone

MARY E. BARBONE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BA6127940
Qualified in Suffolk County
My Commission Expires May 31, 2017

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
Printed Name	Printed Name
Title:	Title:
Date:	Date:

Contract Number: C000647

0027761

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions

2. Modifications to the Face Page

3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D

4. The Face Page

5. Attachment A-2[2], Attachment B, Attachment C and Attachment D

6. Modification to Attachment A-1

7. Attachment A-1

8. Other attachments, including, but not limited to, the request for proposal or program application.

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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[1] To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provision of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of setoff pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: To the extent permitted by law, Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by Contractor pursuant to this Master Contract. Contractor shall indemnify and hold harmless the State Agency and State of New York and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Master Contract, and in every subcontract for the performance of work pursuant to this Master Contract, the Contractor shall require the subcontractor to indemnify and hold harmless the State Agency and State of New York and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of provision of services pursuant to this Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive

payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent

[3] As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. ***General Renewal:*** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. ***Renewal Notice to Not-for-Profit Contractors:***

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. **Termination:**

1. ***Grounds:***

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. ***Notice of Termination:***

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations*:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property*:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to

reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

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[4] A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

[8] Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to this Master Contract, the Contractor shall be solely responsible to the State Agency for performance, whether the work is performed by the Contractor or its subcontractors, and in every subcontract for the performance of work pursuant to this Master Contract, the Contractor shall require the subcontractor to indemnify and hold harmless the State Agency and State of New York as specified in Section I, General Provisions, subparagraph M, of this Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State Agency or the State of New York.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. ***Cost Allocation:***

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds:*** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of

such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women- owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are

no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of NonResponsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION GRANT

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to ILS:

NYS Office of Indigent Legal Services
State Capitol Building, Room 128
State Street
Albany, New York 12224

Notification to County:

Dennis M. Brown
Suffolk County Attorney
H. Lee Dennison Building
100 Veteran's Memorial Highway, 6th Floor
P. O. Box 6100
Hauppauge, New York 11788
(631) 853-4049
dennis.brown@suffolkcountyny.gov

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, or state funds, including any funds distributed by the Office of Indigent Legal Services, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B

BUDGET

Office of Indigent Legal Services
UPSTATE QUALITY IMPROVEMENT
AND CASELOAD REDUCTION
January 1, 2014 - December 31, 2016

COUNTY OF SUFFOLK

Total Contract Amount: $299,526.00

Item	Year 1	Year 2	Year 3
Contracted/Consultant:			
Legal Aid Society (LAS):			
Quality Control Supervising Attorney (PT)	$47,000.00	$49,000.00	$50,000.00
Assigned Counsel Defender Plan (ACDP):			
Qualitative/Quantitative Assistant	$45,000.00	$47,850.00	$47,850.00
Subtotal Contracted/Consultant	**$92,000.00**	**$96,850.00**	**$97,850.00**
OTPS:			
Furniture and Office Equipment (LAS)	$2,000.00	$500.00	$0.00
Training/Travel/Supplies (LAS)	$1,000.00	$500.00	$0.00
Technology and Equipment (ACDP)	$1,467.00	$1,467.00	$1,467.00
Case Management Cost/Training/Program Maintenance (ACDP)	$3,375.00	$525.00	$525.00
Subtotal OTPS	**$7,842.00**	**$2,992.00**	**$1,992.00**
TOTAL	**$99,842.00**	**$99,842.00**	**$99,842.00**

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

UPSTATE QUALITY IMPROVEMENT
AND CASELOAD REDUCTION

JANUARY 1, 2014 – DECEMBER 31, 2016

COUNTY OF SUFFOLK

Goal: To improve the quality of mandated indigent legal representation and/or to reduce excessive caseloads in indigent legal service provider program(s).

Task #1

Hire a part-time Quality Control Supervising Attorney to work closely with staff attorneys, district court supervisors, and administration to assure the prompt and effective delivery of enhanced services.

Performance Measures:

- Number of individuals who received legal representation as a result of the creation of this position
- Outcome of trial or other legal proceeding as result of additional support
- Increased attorney-client contact
- A more even distribution of attorney caseloads
- Improved quality of representation provided to clients due to the increase in the amount of time each attorney has to prepare, investigate and research cases
- Percentage of clients who secure diversionary dispositions, allowing them to receive rehabilitative services, or other alternatives to incarceration

Program Location:

- Legal Aid Society of Suffolk County, Inc.

Task #2

The Quality Control Supervising Attorney will provide training and mentoring to the attorney staff in District Court, work with existing supervisors to train attorneys with case assessment and preparation, and mentor newly admitted attorneys.

Performance Measure:

- Improved case preparation as a result of more intensive supervision, staff training and mentoring
- Increase in quality of representation provided to clients
- Representation at arraignment or earlier
- Percentage of clients who secure diversionary dispositions, allowing them to receive rehabilitative services, or other alternatives to incarceration

Program Location:

- Legal Aid Society of Suffolk County, Inc.

Task #3

Hire a Qualitative/Quantitative Assistant to perform review and analyses (using the Case Management System) of dispositions on assigned cases in Family and Criminal Courts to more effectively monitor and administer the Assigned County Defender Plan (ACDP).

Performance Measures:

- A more even distribution of attorney caseloads
- Reduction in duplicative assignments
- Reduction in case continuances due to attorney scheduling conflicts
- More effective coordination of the ACDP assignment calendars and rotation of attorneys
- Better utilization of case management system and existing resources to more efficiently handle increasing caseload and determine effectiveness of 18-B representation

Program Location:

- Assigned Counsel Defender Plan of Suffolk County

Task #4

Collect and report data annually, in statistical and narrative form, to measure the impact of the Upstate Caseload Reduction and Quality Improvement project, and analyze and evaluate project outcomes.

Performance Measure:

- Provide a detailed narrative description of successes achieved, obstacles encountered during implementation of the program, and efforts to overcome those obstacles. If

applicable, the description should describe how and why the program as implemented differed from the program as originally proposed.

- Collect and report data consistent with the manner of collecting and reporting data described by Contractor in its grant proposal, particularly as it relates to questions #8, #9, #10 and #11 in section B ("Data Collection, Performance Measurement and Evaluation") of Part II ("Proposal Narrative") of the RFP, to show whether or not the plan has been successfully implemented, and whether or not changes to the quality of representation provided to clients have occurred.

- Demonstrate efforts to assure that the data collected are of the highest possible quality, including describing the specific data protocol employed.

- Report in aggregate form statistical data collected for periods prior to the implementation of the program, to the extent possible, and provide such reports annually thereafter.

Program Location:

- Legal Aid Society of Suffolk County, Inc.
- Assigned Counsel Defender Plan of Suffolk County

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. Recoupment of any advance payment(s) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: n/a	Amount: n/a	Due Date: n/a
Period: n/a	Amount: n/a	Due Date: n/a
Period: n/a	Amount: n/a	Due Date: n/a
Period: n/a	Amount: n/a	Due Date: n/a

B. Interim and/or Final Claims for Reimbursement
Claiming Schedule (select applicable frequency):

☒ **Quarterly Reimbursement**
Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: January 1st – March 31st
2nd Quarter: April 1st – June 30th
3rd Quarter: July 1st – September 30th
4th Quarter: October 1st – December 31st

☐ **Monthly Reimbursement**
Due Date:_____

☐ **Biannual Reimbursement**
Due Date:_____

☐ **Fee for Service Reimbursement**
Due Date:_____

☐ **Rate Based Reimbursement**
Due Date:_____

☐ **Fifth Quarter Reimbursement**
Due Date:_____

☐ **Milestone/Performance Reimbursement**
Due Date:_____

☐ **Scheduled Reimbursement**
Due Date:_____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type):*

☐ **Narrative/Qualitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☐ **Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ **Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ **Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

☐ **Consolidated Fiscal Report (CFR)**[1]
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
#1 *(Refer to Attachment D. II. C. "Other Reports")*	First year of grant *(Refer to Attachment C, Work Plan, for descriptions of what data will be collected and how data will be collected for annual progress reports.)*	90 days following end of first year
#2 *(Refer to Attachment D. II. C. "Other Reports")*	Second year of grant *(Refer to Attachment C, Work Plan, for descriptions of what data will be collected and how data will be collected for annual progress reports.)*	90 days following end of second year
#3 *(Refer to Attachment D. II. C. "Other Reports")*	Third year of grant *(Refer to Attachment C, Work Plan, for descriptions of what data will be collected and how data will be collected for annual progress reports.)*	90 days following end of third year

Intro. Reso. No. 2010-14 Laid on Table 11/5/14
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $2,106,258.00 FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES, TO IMPROVE THE QUALITY OF SERVICES PROVIDED UNDER ARTICLE 18-B OF THE COUNTY LAW BY THE LEGAL AID SOCIETY OF SUFFOLK COUNTY AND THE SUFFOLK COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN WITH 100% SUPPORT

WHEREAS, the State of New York Office of Indigent Legal Services has made $2,106,258.00 available to Suffolk County to improve the quality of indigent legal services provided under Article 18-B of the County Law to the Legal Aid Society of Suffolk County and the Suffolk County Bar Association Assigned Counsel Defender Plan, and

WHEREAS, subject to any extensions approved by the County and the State, the operational period of the Program will be in effect for a term of three years, from January 1, 2014, through December 31, 2016; and

WHEREAS, said grant funds totaling $2,106,258.00 are to be divided into three equal amounts of $702,086 each year for Year 1, Year 2 and Year 3 of the Program; and

WHEREAS, of the total grant funds the amount awarded for the Legal Aid Society of Suffolk County totals $1,581,258.00 divided into three equal amounts of $527,086 each year for Year 1, Year 2 and Year 3 of the Program; and

WHEREAS, of the total grant funds the amount awarded for the Suffolk County Bar Association Assigned Counsel Defender Plan totals $525,000.00 divided into three amounts of $175,000.00 for Year 1, $175,001 for Year 2,and $174,999 for Year 3 of the Program; and

WHEREAS, said grant funds for the period have not been included in the 2014 Suffolk County Operating Budget; now, therefore be it,

1st RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds in the sum of $2,106,258.00 as follows;

REVENUES:		**AMOUNT**
001-1193(unit)-3215(revenue)	State Aid – Indigent Legal Services	$1,581,258
001-1194(unit)-3215(revenue)	State Aid – Indigent Legal Services	$ 525,000

ORGANIZATIONS:

ILSF Grant 2013-2016 Distribution 4
001-LAS-1193

4000 - Contractual Expenses	**$ 1,581,258.00**
4770 - Special Services	$ 1,581,258.00

ILSF Grant 2013-2016 Distribution 4
001-LAW-1194

4000 - Contractual Expenses	**$ 525,000.00**
4770 - Special Services	$ 525,000.00

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute a grant agreement between Suffolk County and the State of New York and to execute an agreement between

Suffolk County and the Legal Aid Society of Suffolk County to carry out the Program as outlined in the grant agreement with New York State.

DATED:

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 A GRANT IN THE AMOUNT OF $2,106,258.00 FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES, TO IMPROVE THE QUALITY OF SERVICES PROVIDED UNDER ARTICLE 18-B OF THE COUNTY LAW BY THE LEGAL AID SOCIETY OF SUFFOLK COUNTY AND THE SUFFOLK COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN WITH 100% SUPPORT

3. Purpose of Proposed Legislation

SEE ITEM 2

4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No X

5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)

County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.

GRANT FUNDING TO COVER A THREE YEAR PERIOD, STARTING JAN 1, 2014 THROUGH DECEMBER 31, 2016

8. Proposed Source of Funding

NEW YORK STATE INDIGENT LEGAL FUND

9. Timing of Impact Upon approval

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
JAMES P. BURT Assistant Budget Director	James P Burt	October 28, 2014

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 AV TAX RATE PER $100	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	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

S.C. LAW NO. 16-CE-009

STATE AGENCY (Name & Address): **NYS Office of Indigent Legal Services** **State Capitol Building, Room 128** **State Street** **Albany, New York 12224**	BUSINESS UNIT/DEPT. ID: **OLS01** **1350200** CONTRACT NUMBER: **C000547** CONTRACT TYPE: ☒ **Multi-Year Agreement** ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: **Suffolk, County of**	TRANSACTION TYPE: ☒ **New** ☐ Renewal ☐ Fixed Term Agreement
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: **Distribution #4**
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: **1000000809** Federal Tax ID Number: **11-6000464** DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: **H. Lee Dennison Bldg.** **100 Veterans Memorial Highway** **PO Box 6100** **Hauppauge, NY 11788** CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address **Suffolk County Treasurer** **330 Center Drive** **Riverhead, NY 11901** CONTRACTOR MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: **470100000000** ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: **From: January 1, 2014** **To: December 31, 2016** CURRENT CONTRACT PERIOD: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT (*Multi-year* – enter total projected amount of the contract; *Fixed Term/Simplified Renewal* – enter current period amount): CURRENT: **$2,106,258.00** AMENDED: FUNDING SOURCE(S): ☒ State ☐ Federal ☐ Other

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

☒ Attachment A:
- ☒ A-1 Program-Specific Terms and Conditions
- ☐ A-2 Federally Funded Grants

☒ Attachment B:
- ☒ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)

☒ Attachment C: Work Plan

☒ Attachment D: Payment and Reporting Schedule

☐ Other:

S. C. LAW NO. 16-CE-009

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:	STATE AGENCY:
	NYS Office of Indigent Legal Services
By:	By:
Dennis M Cohen Printed Name	William J. Leahy Printed Name
Title: Chief Deputy County Exec	Title: Director
Date: 9-19-14	Date:

STATE OF NEW YORK

County of Suffolk

On the 19 day of September, 2014, before me personally appeared Dennis M Cohen, to me known, who being by me duly sworn, did depose and say that he/~~she~~ resides at Suffolk County, that he/~~she~~ is the Chief Deputy Cty Attyof the County of Suffolk, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) Mary E. Barbone

MARY E. BARBONE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BA6127940
Qualified in Suffolk County
My Commission Expires May 31, 2017

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
Printed Name	Printed Name
Title:	Title:
Date:	Date:

Contract Number: C000547

Master Contract for Grants, Signature Page

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application.

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

[1] To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
[2] To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provision of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of setoff pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: To the extent permitted by law, Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by Contractor pursuant to this Master Contract. Contractor shall indemnify and hold harmless the State Agency and State of New York and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Master Contract, and in every subcontract for the performance of work pursuant to this Master Contract, the Contractor shall require the subcontractor to indemnify and hold harmless the State Agency and State of New York and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of provision of services pursuant to this Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive

payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent

[3] As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. *General Renewal*: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. *Renewal Notice to Not-for-Profit Contractors*:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations:***

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. ***Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to

reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

[4] A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

[8] Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to this Master Contract, the Contractor shall be solely responsible to the State Agency for performance, whether the work is performed by the Contractor or its subcontractors, and in every subcontract for the performance of work pursuant to this Master Contract, the Contractor shall require the subcontractor to indemnify and hold harmless the State Agency and State of New York as specified in Section I, General Provisions, subparagraph M, of this Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State Agency or the State of New York.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. ***Cost Allocation***:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds***: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of

such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women- owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are

no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of NonResponsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

DISTRIBUTON #4

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to the Office of Indigent Legal Services (ILS):

Office of Indigent Legal Services
State Capitol, Room 128
State Street
Albany, New York 12224

Notification to County:

Dennis M. Brown
Suffolk County Attorney
H. Lee Dennison Building
100 Veteran's Memorial Highway, 6th Floor
P. O. Box 6100
Hauppauge, New York 11788
(631) 853-4049
dennis.brown@suffolkcountyny.gov

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

BUDGET

Office of Indigent Legal Services
Distribution #4
January 1, 2014 - December 31, 2016

COUNTY OF SUFFOLK

Total Contract Amount: $2,106,258.00

Item	Year 1	Year 2	Year 3
Assigned Counsel Defender Plan			
Personnel:			
> Support Technician Assistant	$51,500.00	$53,045.00	$54,636.00
> Parity in Salaries	$25,750.00	$26,523.00	$27,318.00
Subtotal Personnel	**$77,250.00**	**$79,568.00**	**$81,954.00**
OTPS:			
> Electronic Voucher System	$77,750.00	$75,433.00	$73,045.00
> Furniture and Equipment	$10,000.00	$10,000.00	$10,000.00
> Training	$10,000.00	$10,000.00	$10,000.00
Subtotal OTPS	**$97,750.00**	**$95,433.00**	**$93,045.00**
Assigned County Defender Plan TOTAL	**$175,000.00**	**$175,001.00**	**$174,999.00**
Assigned Counsel Defender Plan 3-Year Total			**$525,000.00**
Legal Aid Society			
Personnel:			
> Parity in Salaries	$231,379.00	$231,379.00	$231,379.00
Subtotal Personnel	**$231,379.00**	**$231,379.00**	**$231,379.00**
Fringe Benefits @16%	$37,021.00	$37,021.00	$37,021.00
Parity for Health Insurance	$258,686.00	$258,686.00	$258,686.00
Total Personnel	**$527,086.00**	**$527,086.00**	**$527,086.00**
Legal Aid Society TOTAL	**$527,086.00**	**$527,086.00**	**$527,086.00**
Legal Aid Society 3-Year Total			**$1,581,258.00**
TOTAL CONTRACT			**$2,106,258.00**

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

DISTRIBUTION #4

JANUARY 1, 2014 – DECEMBER 31, 2016

COUNTY OF SUFFOLK

Goal: To improve the quality of services provided under Article 18-B of the County Law.

Task #1

Procure, implement and maintain an electronic voucher system for 18-B work in Criminal and Family Courts to improve and streamline the receipt, processing and tracking of vouchers. Implementation of the electronic voucher system will also complement the Case Management System (provided with funding from ILS Upstate Quality Improvement and Caseload Reduction grant) by creating a cohesive electronic tracking, monitoring, reporting and budgeting system.

Performance Measure:

- Increased efficiency in preparing and submitting compensation claims
- Increase in productivity due to enhanced technology
- Better utilization of new technologies and existing resources to more efficiently handle increasing caseload

Program Location:

- Assigned Counsel Defender Plan, Suffolk County

Task #2

Hire a Technical Support Assistant for the Assigned Counsel Defender Plan to support users of the electronic voucher system, assist in entering voucher data for efficient payment processing, and ensure effective and optimal use of the system.

Performance Measure:

- Streamlined administrative and other processes that increase efficiency in preparing and submitting compensation claims
- Increase in productivity due to enhanced technology
- Reduction in voucher processing time

Program Location:

- Assigned Counsel Defender Plan, Suffolk County

Task #3

Provide funding for an adjustment in salaries for Assigned Counsel Defender Plan administrative staff and the support staff and attorneys of the Legal Aid Society to increase pay and enable discretion in the use of funds to encourage improvement in performance and retention of a highly qualified and experienced workforce thereby reducing the pay disparity between offices of defense counsel and offices of prosecuting attorneys.

Performance Measure:

- Number of Assigned Counsel Defender Plan Administrative Staff to receive salary adjustment.
- Number of Legal Aid Society staff and attorneys to receive salary adjustment.

Program Location:

- Assigned Counsel Defender Plan, Suffolk County
- Legal Aid Society, Suffolk County

Task #4:

Enhance funding for healthcare benefits for employees of the Legal Aid Society to achieve parity in the cost of healthcare with the offices of prosecuting attorneys.

Performance Measure:

- Number of Legal Aid employees to benefit from a reduction in medical premium contribution.
-

Program Location:

- Legal Aid Society, Suffolk County

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

DISTRIBUTION #4 GRANT

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. Recoupment of any advance payment(s) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period:	n/a	Amount:	n/a	Due Date:	n/a
Period:	n/a	Amount:	n/a	Due Date:	n/a
Period:	n/a	Amount:	n/a	Due Date:	n/a
Period:	n/a	Amount:	n/a	Due Date:	n/a

B. Interim and/or Final Claims for Reimbursement
Claiming Schedule (select applicable frequency):

☒ **Quarterly Reimbursement**
Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: January 1st – March 31st
2nd Quarter: April 1st – June 30th
3rd Quarter: July 1st – September 30th
4th Quarter: October 1st – December 31st

☐ **Monthly Reimbursement**
Due Date:_____

☐ **Biannual Reimbursement**
Due Date:_____

☐ **Fee for Service Reimbursement**
Due Date: _____

☐ **Rate Based Reimbursement**
Due Date:_____

☐ **Fifth Quarter Reimbursement**
Due Date: _____

☐ **Milestone/Performance Reimbursement**
Due Date:_____

☐ **Scheduled Reimbursement**
Due Date:_____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type):*

☐ **Narrative/Qualitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☐ **Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ **Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ **Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

☐ **Consolidated Fiscal Report (CFR)**[1]

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

#1 *(Refer to Attachment D. II. C. "Other Reports")*	First year of grant *(Refer to Attachment C, Work Plan)*	90 days following end of first year
#2 *(Refer to Attachment D. II. C. "Other Reports")*	Second year of grant *(Refer to Attachment C, Work Plan)*	90 days following end of second year
#3 *(Refer to Attachment D. II. C. "Other Reports")*	Third year of grant *(Refer to Attachment C, Work Plan)*	90 days following end of third year

2011

Intro. Res. No. -2014 Laid on Table 11/5/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $1,500,000 FROM THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY'S 'CLEANER GREENER COMMUNITIES PHASE II IMPLEMENTATION GRANTS' TO FUND BUS RAPID TRANSIT (BRT) DEVELOPMENT AND AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM IN CONNECTION WITH THE CONNECT LONG ISLAND—CR 97, NICOLLS ROAD (CP 5597)

WHEREAS, on August 12, 2013 Suffolk County applied to Round III of the New York State Consolidated Funding Application (CFA), a program launched to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation; and

WHEREAS, on December 11, 2013 through Round III of the CFA, the New York State Energy Research and Development Authority (NYSERDA) awarded $1,500,000 to Suffolk County as part of the Cleaner Greener Communities Phase II Implementation Grants, Category 3: Large-Scale Sustainability Projects Program to fund Bus Rapid Transit (BRT) planning, design, and capital expenditures on Nicolls Road; and

WHEREAS, County Executive Steve Bellone developed Connect Long Island, a regional transportation and development plan which recognizes that Suffolk County lacks a single major north-south mass transit connection, making traveling without a car extremely difficult, and that north-south mass transit connections throughout the County will provide untapped potential to drive economic growth; and

WHEREAS, Connect Long Island suggests that north-south mass transit connections could be made via Bus Rapid Transit (BRT), an innovative, high capacity, transit solution that can significantly improve mobility and reduce congestion; and

WHEREAS, the Suffolk County Legislature previously approved Resolution No. 329-2013 – Accepting and Appropriating 80% Federally Funded New York Metropolitan Transportation Council (NYMTC) Carryover Grant Funds for the Purpose of Preparation of the Suffolk County Bus Rapid Transit Feasibility Study on May 7, 2013; and

WHEREAS, the Suffolk County Bus Rapid Transit Feasibility Study identified Nicolls Road as a priority BRT corridor and highlighted how BRT on Nicolls Road could provide a direct rapid connection between Stony Brook University, Suffolk Community College, downtown Patchogue, and the three branches of the LIRR, yielding enormous economic benefits; and

WHEREAS, there are New York State funds available through NYSERDA for this project, with a cost share of 75% State, 25% Suffolk County; and

WHEREAS, the County's 25% cost share will be leveraged by previously programmed Federal Transit Administration 5307 Grant Funds totaling $350,000, NYSDOT STIP PIN # 082602; and

WHEREAS, Suffolk County will utilize these funds to implement BRT on Nicolls Road, this project advances concepts set forth in County Executive Steven Bellone's Connect Long Island Plan, the Long Island Regional Economic Development Council's Strategic Plan and the Suffolk County Bus Rapid Transit Feasibility Study to develop north-south mass transit connections, spur new economic growth, and reduce congestion and Greenhouse Gas Emissions; and

WHEREAS, the NYSERDA grant allocation will be amended upon receipt of final SEQRA documentation to use toward construction improvements; and

WHEREAS, the Department of Public Works and Economic Development and Planning will assign staff funded in the Suffolk County Operating Budget to perform a portion of the tasks as required for the engineering, planning and construction of this project; and

WHEREAS, sufficient funds are not included in the 2014 Capital Budget and Program to cover the cost of said request under Capital Project 5597 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, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the aided portion; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,500,000 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-one (61) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works with assistance from Economic Development and Planning is hereby authorized, empowered and directed to take such action as may be necessary to complete engineering for Connect Long Island--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 and Economic Development and Planning keeps track of staff and costs associated with the project for chargeback purposes; and be it further

5th RESOLVED, that the 2014 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5597
Project Title: Connect Long Island—CR 97, Nicolls Road

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
1. Planning and Design	$5,250,000	$ 750,000B	$ 750,000B
		$ 3,000,000F	$ 4,500,000F
TOTAL	$5,250,000	$ 3,750,000	$ 5,250,000

and be it further

6th RESOLVED, that Federal Aid in the amount of $1,500,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-CAP-5597.111	35	Connect Long Island-- NYSERDA Grant Award	$1,500,000

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 $1,500,000; and be it further

8th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $1,500,000; and be it further

9th 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

10th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement and any and all contract documents related to these projects, on behalf of the County of Suffolk 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 SAFETY IMPROVEMENTS AT VARIOUS INTERSECTIONS (CP 3301)

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

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED FALL OF 2014 AND DEBT SERVICE WILL COMMENCE FALL OF 2015. THERE IS NO FISCAL IMPACT IN 2014.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
NICHOLAS PAGLIA ASST EXECUTIVE ANALYST		

SCIN FORM 175b (10/95)

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and Appropriating a grant in the amount of $1,500,000 from the New York State Energy Research and Development Authority's (NYSERDA) ' Cleaner Greener Communities Phase II Implementation Grants' to fund Bus Rapid Transit (BRT) development and amending the 2014 Capital Budget and program in connection with the Connect Long Island – CR 91 Nicolls Road (CP 5597)

PURPOSE OR GENERAL IDEA OF BILL: This funding will be used towards planning, design, and construction in conjunction with implementation of Bus Rapid Transit (BRT) on Nicolls Road, as described in the Suffolk County BRT Feasibility Study (2014).

SUMMARY OF SPECIFIC PROVISIONS: An offsetting authorization is not required on amendments which are not financed in an amount of at least fifty percent (50%) by Federal or State aid.

JUSTIFICATION: These funds will enable Suffolk County to implement BRT on Nicolls Road in conjunction with Connect 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

OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Joanne Minieri
Deputy County Executive and Commissioner

Department of
Economic Development and Planning

M E M O R A N D U M

DATE : October 29, 2014

TO: Jon Schneider, Deputy County Executive

FROM: Joanne Minieri
Deputy County Executive & Commissioner of Economic Development and Planning

RE: Accepting and appropriating a grant in the amount of $1,500,000 from the New York State Energy Research and Development Authority's (NYSERDA) 'Cleaner Greener Communities Phase II Implementation Grants' to fund Bus Rapid Transit (BRT) design, planning, and capital expenditures

Jon,

Attached is a draft resolution to appropriate $1,500,000 for planning, design, and construction in conjunction with implementation of Bus Rapid Transit (BRT) on Nicolls Road, as described in the Suffolk County BRT Feasibility Study (2014). BRT is a key component of County Executive Bellone's Connect Long Island initiative.

The purpose of this appropriation is fund planning, design and capital requirements for this project which include project reporting, marketing for the BRT service, construction of BRT stations and shelters, pedestrian/cycle access infrastructure improvements; and implementation of transit priority mechanisms including traffic signal modifications and, where appropriate, queue jumps or other roadway modifications. These capital investments will result in enhanced bus services, decreased congestion, reduced GHG emissions, and the opportunity for sustainable economic growth and private investment and redevelopment along the BRT corridor.

Funds associated with the construction components of this project will be re-allocated within CP5597 following all necessary environmental review.

JM

2012

Intro. Res. No. -2014 Laid on Table 11/5/14

Introduced by Legislators Schneiderman, Hahn, Kennedy and Anker

RESOLUTION NO. – 2014, ADOPTING LOCAL LAW NO. -2014, A CHARTER LAW TO STRENGTHEN THE COUNTY'S WATER QUALITY PROTECTON PROGRAM

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 STRENGTHEN THE COUNTY'S WATER QUALITY PROTECTION PROGRAM**"; 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 STRENGHTEN THE COUNTY'S WATER QUALITY PROTECTION PROGRAM

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 11.75% of the total revenues generated annually under the Suffolk County Drinking Water Protection Program is allocated to water quality protection and land stewardship initiatives.

This Legislature also finds that increasingly, these "Fund 477" monies are used to pay employee salaries in the Department of Public Works, the Health Department and the Department of Parks, Recreation and Conservation.

This Legislature also determines that the County of Suffolk receives federal and state reimbursement for some of the positions that are funded from 477 but these monies do not go to that fund but, rather, are deposited in the general fund.

This Legislature finds that federal and state reimbursements received for positions funded by Fund 477 would more properly be paid to that fund to enhance the County's water quality protection efforts.

Therefore, the purpose of this law is to amend Article IV of the SUFFOLK COUNTY CHARTER to require that federal and state aid received by the County for positions paid for by the water quality fund are directed into Fund 477.

Section 2. Amendment.

Section C4-6 of the SUFFOLK COUNTY CHARTER is hereby amended as follows:

§ C4-6. Submission of proposed budget by County Executive.

* * * *

K. The proposed expense budget for any fiscal year shall include, as an appendix, a listing of all positions of employment that are funded with revenues generated by the Water Quality Protection and Restoration Program and Land Stewardship Initiatives, pursuant to § C12-2B of the Suffolk County Charter. Such listing shall describe the duties of each position of employment so funded and the percentage of each such employee's work schedule that will be dedicated to duly approved water quality protection and restoration projects and land stewardship initiatives. All federal and state aid reimbursements received by the County for these positions during the fiscal year shall be deposited in the Suffolk County Environmental Program Trust Fund to be used for Water Quality Protection and Restoration Program and Land Stewardship Initiatives.

Section 3. Applicability.

This law shall apply to actions occurring on or after its effective date.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/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 6. Effective Date.

This law will take effect on January 1, 2016.

[ ] Brackets denote deletion of existing language.
___ Underlining denotes addition of new language.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\cl-strengthen-water-quality-protection-program

2012

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: OCTOBER 29, 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; CHARTER LAW TO STRENGTHEN THE COUNTY'S WATER QUALITY PROTECTION PROGRAM

SPONSOR: LEGISLATORS SCHNEIDERMAN, HAHN, KENNEDY AND ANKER

DATE OF RECEIPT BY COUNSEL: 10/29/2014 PUBLIC HEARING: 11/18/2014

DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed charter law would require that all federal and state aid reimbursements received by the County for positions funded from the water quality component of the Suffolk County Drinking Water Program be deposited in Fund 477 and used for water quality protection and land stewardship initiatives.

This law will take effect January 1, 2016.

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-strengthen-water-quality-protection-program

2013

Intro. Res. No. -2014 Laid on Table 11/5/14

Introduced by Legislator Schneiderman

RESOLUTION NO. -2014, AUTHORIZING A LICENSE AGREEMENT FOR THE USE, IMPROVEMENTS AND UPKEEP OF LONG HOUSE AT MONTAUK COUNTY PARK WITH CORNELL COOPERATIVE EXTENTION OF SUFFOLK COUNTY

WHEREAS, there are several structures within Montauk County Park, including a building commonly known as "Long House"; and

WHEREAS, Cornell Cooperative Extension of Suffolk County ("CCE") is a non-profit educational organization which provides programming on a wide range of health, science and environmental topics; and

WHEREAS, CCE currently operates a science education program in schools and at a summer camp on the South Fork and is looking to expand it programming and research in the area; and

WHEREAS, Long House is in need of significant improvement to the interior of the structure; and

WHEREAS, CCE is willing to make improvements to Long House at no cost to the County so that it can be used as an educational facility with a classroom, space for offices or labs and a restroom; and

WHEREAS, upon completion of the improvements, CCE intends to use Long House for additional school outreach, small group programs, and adult continuing education science programs for teachers; CCE also intends to conduct applied research on topics such as shellfish, fisheries, storm water mitigation and habitat restoration; and

WHEREAS, CCE agrees to maintain Long House at its own cost and in a manner satisfactory to the County of Suffolk in compliance with all applicable laws, codes, rules and regulations for the term of the agreement; and

WHEREAS, CCE has shown a commitment to education in Suffolk County and should have the opportunity to continue to grow and enrich the community; now, therefore be it

1st **RESOLVED**, that that the Suffolk County Department of Parks, Recreation, Conservation is hereby authorized, empowered, and directed, pursuant to Section 28-4(D) of the SUFFOLK COUNTY CHARTER, to enter into a License Agreement, for a term of ten (10) years with one (1) optional term of an additional ten (10) years, with the Cornell Cooperative Extension of Suffolk County, for the non-exclusive use, maintenance, upkeep, and improvement of the Long House at Montauk County Park in Montauk New York; and be it further; and be it further

2nd **RESOLVED**, that at the conclusion of any agreements authorized pursuant to the 1st RESOLVED clause of this Resolution, the Long House shall be in a physical condition that is substantially the same or better than as on the effective date of any such agreement, subject to

reasonable wear and tear, between the date thereof and the conclusion of any such use agreement; and be it further

3rd **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-license-agreement-long-house

2014

Intro. Res. No. -2014 Laid on Table 11/5/14
Introduced by Legislator Schneiderman

RESOLUTION NO. -2014, REAPPOINT MEMBER TO THE SUFFOLK COUNTY BOARD OF TRUSTEES OF PARKS, RECREATION, AND CONSERVATION (KATHLEEN GOODING)

WHEREAS, §28-1(C) of the Suffolk County Charter establishes the Board of Trustees of Parks, Recreation and Conservation; and

WHEREAS, each of the ten towns in Suffolk County shall have a representative recommended by the Supervisor to serve a five-year term as Trustee; and

WHEREAS, the Town Supervisor of Shelter Island has requested that Kathleen Going be reappointed to the Board as her current term of office expires on November 30, 2014; now, therefore be it

1st **RESOLVED**, that Kathleen Gooding from Shelter Island, NY, be and she hereby is reappointed, pursuant to Section 28-1(C) of the Suffolk County Charter, as a member of the Suffolk County Board of Trustees of Parks, Recreation, and Conservation as the representative of the Town of Shelter Island, for a term of office to expire on November 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), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER AND SECTION 28-1(C) OF THE SUFFOLK COUNTY CHARTER

S:\res\r-reappt-parks-gooding

309-11

PRESIDING OFFICER
COUNTY LEGISLATURE
SUFFOLK COUNTY, NY

2014 OCT 24 AM 11:02

RECEIVED

OFFICE OF THE SUPERVISOR

Town Hall
P.O. Box 970
38 North Ferry Road
Shelter Island, NY 11964-0970

James Dougherty
Supervisor

Phone (631) 749-0015
Fax (631) 749-0728
jdougherty@shelterislandtown.us

October 22, 2014

Honorable DuWayne Gregory, Presiding Officer
Suffolk County Legislature
William H. Rogers Legislature Building
725 Veterans Memorial Highway
Smithtown. NY 11787

Dear Legislator Gregory,

The term of Kathleen Gooding as the Town of Shelter Island's representative on the Suffolk County Parks Board of Trustees expires November 30, 2014.

I would respectfully request that the Legislature re-appoint Kathleen Gooding for a full term commencing on December 1, 2014.

I very much appreciate your attention to this request and am available to discuss if you wish.

Sincerely,

James Dougherty

cc: Greg Dawson
Dawn Hopkins