LAID ON THE TABLE OCTOBER 6, 2015
LADS REPORT PREPARED BY:
Michele Gerardi

1758. Approving County funding for a contract agency (Bellport Brookhaven Historical Society). (Browning) BUDGET AND FINANCE

1759. Adopting the 2016 Operating Budget and prioritizing delivery of services while stabilizing taxes for Suffolk County residents in Fiscal Year 2016 (Mandated). (Co. Exec.) BUDGET AND FINANCE

1760. Adopting the 2016 Operating Budget and prioritizing delivery of services while stabilizing taxes for Suffolk County residents in Fiscal Year 2016 (Discretionary). (Co. Exec.) BUDGET AND FINANCE

1761. Appropriating funds in connection with site improvements for the restoration of Canaan Lake (CP 8715). (Calarco) ENVIRONMENT, PLANNING AND AGRICULTURE

1762. Authorizing the reconveyance of County-owned real estate pursuant to Section 215, New York State County Law to Charles Sessions, Jr., ET AL. (SCTM No. 0100-202.00-03.00-042.000). (Gregory) WAYS & MEANS

1763. To reappoint Paul Allan as a member of the Suffolk County Citizens Advisory Board for the Arts. (Browning) ECONOMIC DEVELOPMENT

1764. Authorizing the reconveyance of County-owned real estate pursuant to Section 215, New York State County Law Domenico Morabito and Giovanna Morabito (SCTM No. 0200-625.00-03.00-014.000). (Muratore) WAYS & MEANS

1765. Authorizing appraisal of land under the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, Suffolk County Water Authority – Town of Islip (SCTM No. 0500-194.00-01.00-017.000). (Lindsay) ENVIRONMENT, PLANNING AND AGRICULTURE

1766. Extending the deadline for the reconveyance of County-owned property to Cheryl L. Stilwell, ET AL. (Anker) WAYS & MEANS

1767. Improving wastewater treatment at County Parks. (Krupski) PARKS & RECREATION

1768. Establishing the Suffolk County Child Care Commission. (Martinez) HUMAN SERVICES

1769. Authorizing a certain technical correction to Adopted Resolution No. 666-2015. (Co. Exec.) WAYS & MEANS

1770. Accepting 100% state grant funds from the New York State Department of Health pass-through the Foundation for Aids Research (amfAR) to Suffolk County Department of Health Services for the Regional Opioid Overdose Reversal Efforts. (Co. Exec.) HEALTH

1771. Appropriating funds in connection with Improvements to CR 41, Springs/Fireplace Road (CP 5582). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1772. Appropriating funds in connection with Improvements to CR 1, County Line Road (CP 5581). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1773. Appropriating funds in connection with Improvements to CR 40, Three Mile Harbor Road (CP 5542). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1774. Appropriating funds in connection with Improvements to CR 35, Park Avenue, Town of Huntington (CP 5519). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1775. Authorizing execution of an agreement by the Administrative Head of SCSD No. 3 - Southwest with the Town of Babylon (Wyandanch Plaza Park 1477.1-011). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1776. Amending the 2015 Capital Budget and Program and appropriating planning funds in connection with Construction of the Riverside Traffic Circle (CP 5557). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1777. Sale of County-owned real estate pursuant to Local Law No. 13-1976 James Albrecht and Denise Albrecht, his wife (SCTM No. 0100-155.00-01.00-097.000). (Co. Exec.) WAYS & MEANS

1778. Amending the 2015 Operating Budget by accepting and appropriating $974,339 in 100% funding from New York State Office of Children and Family Services (OCFS) for youth services. (Co. Exec.) BUDGET AND FINANCE

1779. A Resolution making certain Findings and Determinations and issuing an order in relation to the increase and improvement of facilities for Sewer District No. 11 – Selden (CP 8117). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1780. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law Town of Brookhaven (SCTM No. 0200-389.00-01.00-016.000). (Co. Exec.) WAYS & MEANS

1781. Tax Anticipation Note Resolution No. -2015, Resolution delegating to the County Comptroller the powers to authorize the issuance of not to exceed $410,000,000 Tax Anticipation Notes of the County of Suffolk, New York, in anticipation of the collection of taxes levied or to be levied for the fiscal year commencing January 1, 2016, and to prescribe the terms, form and contents, and provide for the sale and credit enhancement of such notes. (Co. Exec.) BUDGET AND FINANCE

1782. Accepting and appropriating a grant from the United States Department of Homeland Security (DHS) in the amount of $25,000 for FY 2015 Port Security Grant Program (PSGP) to be administered by the Suffolk County Sheriff's Office, a member of the East End Marine Task Force and to execute grant related agreements in Suffolk County with 100% support. (Co. Exec.) PUBLIC SAFETY

1783. Accepting and appropriating 100% federal grant funds pass-through the United Way of Long Island to the Suffolk County Department of Health Services for the Ryan White Part A Medical Case Management. (Co. Exec.) HEALTH

1784. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Alan R. Schoenfeld (SCTM No. 0500-275.00-02.00-033.001). (Co. Exec.) WAYS & MEANS

1785. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Debra Schwall n/k/a Debra Grass (SCTM No. 0500-320.00-02.00-064.000). (Co. Exec.) WAYS & MEANS

1786. Requesting legislative approval of a contract award for Hospital Diversion/Crisis Respite Services for the Department of Health Services, Division of Community Mental Hygiene Services. (Co. Exec.) HEALTH

1787. Appropriating funds in connection with Start-Up/NY/Suffolk County (CP 6427). (Co. Exec.) ECONOMIC DEVELOPMENT

1788. Amending the 2015 Capital Program and appropriating funds in connection with Jumpstart Suffolk (CP 6424). (Co. Exec.) ECONOMIC DEVELOPMENT

1789. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Thomas D. Carroll and Mary Ellen Carroll, his wife (SCTM No. 0800-055.00-03.00-035.000). (Co. Exec.) WAYS & MEANS

1790. Appropriating funds in connection with Computerized Reservation System (POS) in County Parks (CP 7169). (Co. Exec.) PARKS & RECREATION

1791. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law - Town of Brookhaven (SCTM No. 0200-527.00-02.00-013.000). (Co. Exec.) WAYS & MEANS

1792. Approving the appointment of Herbert J. Strobel as a member of the Suffolk County Farmland Committee. (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1793. Amending the 2015 Capital Program and appropriating funds in connection with Construction of a Sea Wall at Indian Island County Park Bluff (CP 7192). (Co. Exec.) PARKS & RECREATION

1794. Appropriating funds in connection with Reconstruction of Spillways in County Parks (CP 7099). (Co. Exec.) PARKS & RECREATION

1795. Accepting and appropriating a grant in the amount of $4,212,513 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

1796. Amending the 2015 Adopted Operating Budget to accept and appropriate 100% federal grant funds from the Department of Justice, Office of Justice Programs, to the Suffolk County Office of the Medical Examiner Crime Laboratory. (Co. Exec.) PUBLIC SAFETY

1797. Accepting and appropriating 100% federal grant funds from the US Department of Homeland Security/Federal Emergency Management Agency in the amount of $1,299,065 for the staffing for adequate Fire and Emergency Response (SAFER) FY 2014 administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1798 Accepting and appropriating 100% federal funds awarded by the Federal Bureau of Investigation to the Suffolk County Department of Probation and authorizing the County Executive to execute related agreements. (Co. Exec.) PUBLIC SAFETY

1799. Accepting and appropriating 100% federal grant funds awarded by the U.S. Department of Justice to the Suffolk County Departments of Probation, Police, Sheriff, Medical Examiner, Social Services and District Attorney. (Co. Exec.) PUBLIC SAFETY

1800. Approving a License Agreement for Jeffrey King to reside at Cedar Point County Park, East Hampton. (Co. Exec.) PARKS & RECREATION

1801. Adopting Local Law No. -2015, A Local Law to reauthorize the Hotel and Motel Tax through 2017. (Pres. Off.) ECONOMIC DEVELOPMENT

1802. Adopting Local Law No. -2015, A Local Law authorizing the County Executive to execute agreements for the sale of the John J. Foley Skilled Nursing Facility to the Brookhaven Memorial Hospital Medical Center. (Browning) WAYS & MEANS

1803. Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Riverhead for affordable housing purpose (SCTM No. 0600-126.00-04.00-039.000). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, HOUSING & CONSUMER PROTECTION

1804. Accepting and appropriating 62% State Aid reimbursement funds awarded by the New York State Office of Children and Family Services to the Suffolk County Department of Probation and authorizing the County Executive to execute related agreements. (Co. Exec.) PUBLIC SAFETY

1805. Authorizing the County Executive to enter into a Joint Financing Agreement with the U.S. Geological Survey. (Co. Exec.) PUBLIC SAFETY

1806. Accepting and appropriating a grant in the amount of $219,176 in federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the 2015 Bomb Squad Initiative Program with 100% support. (Co. Exec.) PUBLIC SAFETY

1807. Accepting and appropriating a grant in the amount of $19,711 in federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the Explosive Detection Canine Team FY 2015 Program with 100% support. (Co. Exec.) PUBLIC SAFETY

1808. 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) FY 2015" administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1809. Accepting and appropriating 100% federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $2,681,913 for the "Urban Area Security Initiative (UASI) FY 2015" administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1810. Accepting and appropriating 100% federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $102,000 for the 2015 HazMat Grant Program administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1811. Accepting 50% federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $566,893 for the 2015 Local Emergency Management Performance Grant (LEMPG) Program administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1758

Intro. Res. No. -2015
Introduced by Legislator Browning

Laid on Table 10/6/15

RESOLUTION NO. -2015, APPROVING COUNTY FUNDING FOR A CONTRACT AGENCY (BELLPORT BROOKHAVEN HISTORICAL SOCIETY)

WHEREAS, the County of Suffolk contracts with many agencies to provide vital services to County residents; and

WHEREAS, Section 189-66(B) of the SUFFOLK COUNTY CODE requires contract agencies to submit to the Suffolk County Comptroller by September 15 each year, a financial disclosure form, their most recently audited financial statements and a schedule of all employees and their salaries; and

WHEREAS, if a contract agency fails to submit these forms and documents by the September 15th deadline, they cannot receive County funding in the subsequent budget year unless approved by a standalone resolution of this Legislature; and

WHEREAS, the 2015 Operating Budget included funding for the Bellport Brookhaven Historical Society as follows:

FD	AGY	UNIT	ACT	OBJ	ACTIVITY NAME	2015 ADOPTED
192	PKS	7512	JNV1	4980	THE BELLPORT BROOKHAVEN HISTORICAL SOCIETY	$10,000

WHEREAS, the Comptroller has advised this Legislature that Bellport Brookhaven Historical Society did not comply with the disclosure requirements of § 189-66(B) by the September 15th deadline; and

WHEREAS, the Bellport Brookhaven Historical Society is now in compliance with § 189-66(B); now, therefore be it

1st **RESOLVED**, that the funding included in the 2015 Operating Budget for the Bellport Brookhaven Historical Society Outreach is hereby approved in accordance with § 189-66(C) of the SUFFOLK COUNTY CODE and the Department of Audit and Control is hereby authorized, empowered and directed to release 2015 funding to Bellport Brookhaven Historical Society in accordance with its regular procedures; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\rr-funding-bellport-brookhaven-historical-society

1759

Intro. Res No. -2015 Laid on Table 10/6/2015
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. - 2015 ADOPTING THE 2016 OPERATING BUDGET AND PRIORITIZING DELIVERY OF SERVICES WHILE STABILIZING TAXES FOR SUFFOLK COUNTY RESIDENTS IN FISCAL YEAR 2016 (MANDATED)

WHEREAS, the 2016 Recommended Operating Budget and the 2016 Adopted Budget must comply with Local Law Nos. 21-1983 and 29-1985; and

WHEREAS, Local Law No. 29-1995 established the simplified dual budgetary process requiring that separate mandated and discretionary portions of the budget be adopted; and

WHEREAS, in addition to the New York State property tax cap law, establishing a limit on the annual growth of property taxes levied by local governments and school districts to two percent or the rate of inflation, whichever is less (*see* Chapter 97 of the NYS Laws of 2011) Local Law 21-1983 established a local ceiling on the rate of increase in expenditures and a process for the return of excess revenue to taxpayers; and

WHEREAS, as enumerated in the budget document submitted to this Legislature with this Resolution pursuant to Charter § C4-8, it is in the best interest of the residents of the County to leverage several new and unique revenue opportunities to achieve the goals of delivering services within the aforesaid tax cap limits; and

WHEREAS, these opportunities include, but are not limited to, fiscal appropriations for:

(i) revenue guaranteed as part of the Suffolk County Off Track Betting Corporation's emergence from bankruptcy;

(ii) the County share of revenue derived from the state excise tax on the dispensaries authorized under the Compassionate Care Act (Laws 2014 Chapter 90);

(iii) revised motor vehicle use fees authorized by Chapter 20 of the Laws of 2015;

(iv) proceeds from closing on the sale of the property that formerly housed the John J. Foley Skilled Nursing Facility;

(v) proceeds from closing on the sale of County surplus property; and

(vi) recurring revenue initiatives relating to tax map verifications, traffic and parking fees and surcharges, and alarm permit charge; and

WHEREAS, Chapter 57 of the Laws of 2010, enacted August 11, 2010, established the Employer Contribution Stabilization Program, authorizing participating local government employers, if they so elect, to amortize the eligible portion of their annual required contributions to the New York State and Local Retirement System; and

WHEREAS, that the County first elected to amortize the eligible portion of required contributions to the New York State and Local Retirement System in fiscal year 2011, and such program shall continue; and

WHEREAS, the County wishes to continue the responsible administration of government; now therefore let it be

1st **RESOLVED**, that the proposed 2016 Suffolk County Discretionary Expense Budget is hereby adopted, pursuant to Section 4-8(A) of the SUFFOLK COUNTY CHARTER; Local Law 38-1989, "Charter Law to Establish Consolidated Tax Levy Cap for County of Suffolk"; and Local Law 29-1995, "Charter Law to Establish a Simplified Dual Budgetary Process containing the following Appropriations, Revenues, Positions, Reserve Funds, Line Items, Transfer of Funds, and Clauses as set forth in this document and made a part hereof; and be it further

TAX STABILIZATION RESERVE

2nd **RESOLVED**, that the Contingency and Tax Stabilization Reserve Fund, heretofore established pursuant to Section 6-e of the NEW YORK GENERAL MUNICIPAL LAW, Article II of Chapter 1091 of the SUFFOLK COUNTY CODE and Section C4-10(F)(2) of the SUFFOLK COUNTY CHARTER, is hereby reaffirmed and extended for the purpose of accumulating and providing moneys to be used for those lawful purposes enumerated in law, and is hereby reestablished for fiscal year 2016 and for each and every subsequent fiscal year, if necessary, subject to the permissive referendum requirements of Sections 101-103 of the NEW YORK COUNTY LAW, the substantive effect of which shall be to moderate and stabilize real property taxes in Suffolk County; and be it further

3rd **RESOLVED**, that the Clerk of the County Legislature is hereby authorized, empowered, and directed, pursuant to Section 101(1) of the NEW YORK COUNTY LAW to cause a notice to be published at least once in the official newspapers of the County of Suffolk, containing the number, date of adoption, and true copy of the **2nd** and **4th** RESOLVED clauses of this proposed budget (together with Reserve Fund line items, if any) and a statement that such provision is subject to a permissive referendum; and be it further

4th **RESOLVED**, that the **2nd RESOLVED** clause of this proposed budget shall not take effect until forty-five (45) days after its adoption nor unless it is approved by the affirmative vote of a majority of the qualified electors of the County voting on a proposition therefore, if within forty-five (45) days after its adoption there be filed with the Clerk of the County Legislature a petition signed by qualified electors of the County in number of not less than ten (10) percent of the total vote cast for Governor in Suffolk County at the last general election held for the election of state officers; and be it further

RETIREMENT CONTRIBUTION RESERVE FUND

5th **RESOLVED,** that a Retirement Contribution Reserve Fund is hereby reaffirmed and extended pursuant to section 6-r of the New York General Municipal Law and Suffolk County Legislative Resolution No. 1020-2004, for the purpose of financing future payments of retirement contributions, and is hereby reestablished for fiscal year 2016; and be it further

RESERVE FUND FOR PAYMENT OF BONDED INDEBTEDNESS

6th **RESOLVED**, that a Reserve Fund for Payment of Bonded Indebtedness is hereby reaffirmed and extended pursuant to Section 6-h of the NEW YORK GENERAL MUNICIPAL LAW for the purpose of accumulating and providing moneys to be used for those lawful purposes enumerated in law, for fiscal year 2016 and for each and every subsequent fiscal year, if necessary, the substantive effect of which shall be to moderate and stabilize real property taxes in Suffolk County; and be it further

7th **RESOLVED,** that pursuant to § C4-10(F)(2) of the General Municipal Law the required $7,753,785 or 25% of the 2014 General Fund actual discretionary fund balance is transferred to the Reserve Fund for Payment of Bonded Indebtedness; and be it further

8th **RESOLVED,** subject to the provisions of Section 6-h of the Suffolk County Charter, and pursuant to Suffolk County Legislative Resolution No. 579-2014 (Local Law 31-2014), the County Comptroller is authorized, directed and empowered to transfer from the Assessment Stabilization Reserve Fund to the Reserve Fund for Payment of Bonded Indebtedness $32,800,000 in 2015 and $28,200,000 in 2016; and be it further

9th **RESOLVED**, the County Comptroller is hereby authorized, directed and empowered to make such transfers as may be necessary to give effect to the appropriation set forth in the seventh and eighth resolved clauses of this Resolution; and be it further

SALE OF COUNTY PROPERTY PURSUANT TO INTRODUCTORY RESOLUTION 1660-2015

10th **RESOLVED,** Subject to legislative approval at a future date of a sale agreement and any amendments thereto pursuant to Introductory Resolution 1660-2015, the County Executive and/or his designee(s) are hereby granted authority and are empowered and directed to execute and deliver on behalf of the County such approved sale agreement, with such changes therein as the County Executive and/or his designee(s) may approve, and are hereby further authorized, empowered and directed to execute and deliver, on behalf of the County, such other agreements, instruments or authorizations, and to perform all acts as may be contemplated, necessary or advisable to consummate, or otherwise give full effect to the sale agreement; and be it further

RECURRING REVENUE

11th **RESOLVED,** that by a future duly enacted separate resolution amending Suffolk County Code Chapter 603 consistent with Chapter 20 of the Laws of 2015, the County may amend the motor vehicle use fee; and be it further

12th **RESOLVED**, that by a future duly enacted separate resolution amending Suffolk County Code Section A18-3 the Director of the Real Property Tax Service Agency is authorized and directed to increase tax map verification fees, and be it further

13th **RESOLVED**, that by a future duly enacted separate resolution amending Suffolk County Code Chapter 818 the Director of the Suffolk County Traffic and Violations Agency is authorized and directed to increase traffic and parking fees and surcharges; and be it further

14th **RESOLVED,** that by a future duly enacted separate resolution amending Suffolk County Code Chapter 290, the Suffolk County Police Department is hereby authorized and directed to impose a registration fee for alarm permits and create a false alarm penalty fee schedule to defray the cost of responses to false alarms; and be it further

15th **RESOLVED,** that by a future duly enacted separate resolution amending Suffolk County Code Chapter 948, the Suffolk County Parks Department is hereby authorized and directed to increase Parks fees; and be it further

16th **RESOLVED,** that by a future duly enacted separate resolution amending Suffolk County Code Chapter 948, the Suffolk County Labor, Licensing and Consumer Affairs Department is hereby authorized and directed to increase name change, late renewal and returned check fees; and be it further

17th **RESOLVED,** that the Commissioner of the Suffolk County Department of Public Works is hereby authorized, directed and empowered to increase the Objectionable Hazardous Waste fee to $45 per single family equivalent pursuant to Suffolk County Code Chapter 740; and be it further

SALE OF SURPLUS PROPERTY

18th **RESOLVED,** subject to the 10th Resolved clause of this Resolution, the Director of Real Estate and the Commissioner of Public Works are each authorized, directed and empowered to inventory County property not needed for County purposes, and within 120 days from the effective date of this Resolution present for consideration legislation seeking subsequent legislative approval to declare as surplus and offer for sale such surplus property in accordance with prevailing law; and be it further

SALARY AND CLASSIFICATION PLAN

19th **RESOLVED,** that the Suffolk County Classification and Salary Plan is hereby amended as follows:

ADDITIONS TO CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	Grade	BU
0209	C	Cashier (SpSp)	8	02
0054	C	Traffic Court Clerk (SpSp)	12	02
1594	C	Community Dev. & Planning Specialist	21	02
0777	C	Business Intelligence Appl. Analyst	21	02
0778	C	Business Intelligence Sys Dev	24	02
0779	C	Sr. Business Intelligence Sys Dev	27	02
0780	C	Pr. Business Intelligence Sys Dev	30	02
3774	N	Career Couture Advisor	17	02

DELETIONS FROM CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	Grade	BU
5606	C	Park Police Officer I	19	17
5607	C	Park Police Office II	21	17
5608	C	Park Police Office III	24	17
5609	C	Park Police Officer IV	27	17

ADDITION TO THE TEMPORARY CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	Hourly Wage
3770	NC	Veterans Service Officer	$20.00 hr
5610	NC/PT	Park Ranger II	$23.00 hr

PROPOSED AMENDMENTS TO CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	From Grade	To Grade	BU
Grade change to take place effective January 1, 2016					
0768	C	Director of Optical Imaging	33	35	02
0242	C	Senior Budget Examiner	27	25	02
0559	C	Info Technology Security Coord	30	32	02
1109	C	Geographic Info Systems Coord	28	30	02
9655	C	Director of Aging	31	33	21

and be it further

EMPLOYER CONTRIBUTION STABILIZATION PROGRAM

20th **RESOLVED,** that the County Executive is authorized, directed, and empowered to use all lawful means available to him to continue to be enrolled in the Employer Contribution Stabilization Program for fiscal 2016 to amortize pension payments; and be it further

POSITION CONTROL

21st **RESOLVED,** that no filled permanent position is intended to be abolished in this budget document; and be it further

EMHP CHARGEBACK

22nd **RESOLVED**, that the Suffolk County Employee Medical Health Plan (EMHP) costs for 2016 shall be charged back on the basis of enrollees, rather than budgeted appropriations, by the County Department of Audit and Control which shall also establish an annual reserve and/or accrual to preserve appropriations to prevent IBNR from closing to the fund balance; and be it further

BIO-TERRORISM

23rd **RESOLVED**, that the authority to accept and appropriate Federal and State grants or funds for activities designed to combat Bio-Terrorism is hereby delegated to the Suffolk County Executive, subject to the restriction that such funds only be allocated to the Bio-Terrorism Unit in the County Department of Health Services, Emergency Medical Services in the County Department of Health Services, the County Department of Fire, Rescue, and Emergency Services, and/or the Anti-Terrorism Unit of the Suffolk County Police Department; and be it further

POLICE DISTRICT TAX ALLOCATION

24th **RESOLVED**, that the amount of sales tax revenue allocated to the Suffolk County Police District under this Discretionary Expense Budget from the sales tax revenues generated by Resolution No. 745-1968 "Imposing Taxes on Sales and Uses of Tangible Personal Property and on Certain Services, and on Occupancy of Hotel Rooms, Admission Charges and Club Dues, pursuant to Article 29 of the Tax Law of the State of New York," as amended, shall be the sum certain of $64,331,780 as set forth in item "115-AAC-1110 State Administered Sales and Use" of this document, and the County Department of Finance and Taxation and any successor Department is hereby authorized, empowered, and directed, pursuant to Section 15-2(G) of the SUFFOLK COUNTY CHARTER, to deposit the entire amount in Fund 115; and be it further

PROPERTY TAXES

25th **RESOLVED,** that any line item revenue designated "Real Property Taxes" for any fund in this budget document shall not be construed as adopted by any action taken on this resolution, since said column is only presented in connection with the calculation of the 2016 tax levy and tax warrant which tax levy and tax warrant shall be adopted and set by separate subsequent resolution, and be it further

SEVERABILITY

26th **RESOLVED**, that if any clause, sentence, paragraph, subdivision, section, or part of this Expense Budget 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 Expense Budget, 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; and be it further

CONTINGENCY FUND

27th **RESOLVED,** that any appropriations placed in Contingency Account No. 115-MSC-1991 in this Budget pursuant to **Section 4-23** of the **Suffolk County Charter** may only be transferred, expended or utilized for the specified purpose pursuant to a separate subsequent duly enacted resolution of the County of Suffolk; and be it further

MISCELLANEOUS

28th **RESOLVED**, that any "Pseudo Code Index Numbers" contained in this proposed Discretionary Expense Budget shall be deemed approved by virtue of their inclusion as line items herein; and be it further

29th **RESOLVED,** that the County Comptroller is hereby authorized, directed and empowered to transfer the balance of $590,045 in the holding account 255-6880 to Highway Impact Fees – revenue code 2956; and be it further

30th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this budget document 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; and be it further

31st **RESOLVED**, that this Resolution shall take effect January 1, 2016, except that the **3rd RESOLVED** clause of this budget document shall take effect immediately.

DATED: 2015

APPROVED BY:

_____

County Executive of Suffolk County
Date

1760

Intro. Res No. -2015 Laid on Table 10/6/2015
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. - 2015 ADOPTING THE 2016 OPERATING BUDGET AND PRIORITIZING DELIVERY OF SERVICES WHILE STABILIZING TAXES FOR SUFFOLK COUNTY RESIDENTS IN FISCAL YEAR 2016 (DISCRETIONARY)

WHEREAS, the 2016 Recommended Operating Budget and the 2016 Adopted Budget must comply with Local Law Nos. 21-1983 and 29-1985; and

WHEREAS, Local Law No. 29-1995 established the simplified dual budgetary process requiring that separate mandated and discretionary portions of the budget be adopted; and

WHEREAS, in addition to the New York State property tax cap law, establishing a limit on the annual growth of property taxes levied by local governments and school districts to two percent or the rate of inflation, whichever is less (*see* Chapter 97 of the NYS Laws of 2011) Local Law 21-1983 established a local ceiling on the rate of increase in expenditures and a process for the return of excess revenue to taxpayers; and

WHEREAS, as enumerated in the budget document submitted to this Legislature with this Resolution pursuant to Charter § C4-8, it is in the best interest of the residents of the County to leverage several new and unique revenue opportunities to achieve the goals of delivering services within the aforesaid tax cap limits; and

WHEREAS, these opportunities include, but are not limited to, fiscal appropriations for:

(i) revenue guaranteed as part of the Suffolk County Off Track Betting Corporation's emergence from bankruptcy;

(ii) the County share of revenue derived from the state excise tax on the dispensaries authorized under the Compassionate Care Act (Laws 2014 Chapter 90);

(iii) revised motor vehicle use fees authorized by Chapter 20 of the Laws of 2015;

(iv) proceeds from closing on the sale of the property that formerly housed the John J. Foley Skilled Nursing Facility;

(v) proceeds from closing on the sale of County surplus property; and

(vi) recurring revenue initiatives relating to tax map verifications, traffic and parking fees and surcharges, and alarm permit charge; and

WHEREAS, Chapter 57 of the Laws of 2010, enacted August 11, 2010, established the Employer Contribution Stabilization Program, authorizing participating local government employers, if they so elect, to amortize the eligible portion of their annual required contributions to the New York State and Local Retirement System; and

WHEREAS, that the County first elected to amortize the eligible portion of required contributions to the New York State and Local Retirement System in fiscal year 2011, and such program shall continue; and

WHEREAS, the County wishes to continue the responsible administration of government; now therefore let it be

1st **RESOLVED**, that the proposed 2016 Suffolk County Discretionary Expense Budget is hereby adopted, pursuant to Section 4-8(A) of the SUFFOLK COUNTY CHARTER; Local Law 38-1989, "Charter Law to Establish Consolidated Tax Levy Cap for County of Suffolk"; and Local Law 29-1995, "Charter Law to Establish a Simplified Dual Budgetary Process containing the following Appropriations, Revenues, Positions, Reserve Funds, Line Items, Transfer of Funds, and Clauses as set forth in this document and made a part hereof; and be it further

TAX STABILIZATION RESERVE

2nd **RESOLVED**, that the Contingency and Tax Stabilization Reserve Fund, heretofore established pursuant to Section 6-e of the NEW YORK GENERAL MUNICIPAL LAW, Article II of Chapter 1091 of the SUFFOLK COUNTY CODE and Section C4-10(F)(2) of the SUFFOLK COUNTY CHARTER, is hereby reaffirmed and extended for the purpose of accumulating and providing moneys to be used for those lawful purposes enumerated in law, and is hereby reestablished for fiscal year 2016 and for each and every subsequent fiscal year, if necessary, subject to the permissive referendum requirements of Sections 101-103 of the NEW YORK COUNTY LAW, the substantive effect of which shall be to moderate and stabilize real property taxes in Suffolk County; and be it further

3rd **RESOLVED**, that the Clerk of the County Legislature is hereby authorized, empowered, and directed, pursuant to Section 101(1) of the NEW YORK COUNTY LAW to cause a notice to be published at least once in the official newspapers of the County of Suffolk, containing the number, date of adoption, and true copy of the **2nd** and **4th** RESOLVED clauses of this proposed budget (together with Reserve Fund line items, if any) and a statement that such provision is subject to a permissive referendum; and be it further

4th **RESOLVED**, that the **2nd RESOLVED** clause of this proposed budget shall not take effect until forty-five (45) days after its adoption nor unless it is approved by the affirmative vote of a majority of the qualified electors of the County voting on a proposition therefore, if within forty-five (45) days after its adoption there be filed with the Clerk of the County Legislature a petition signed by qualified electors of the County in number of not less than ten (10) percent of the total vote cast for Governor in Suffolk County at the last general election held for the election of state officers; and be it further

RETIREMENT CONTRIBUTION RESERVE FUND

5th **RESOLVED,** that a Retirement Contribution Reserve Fund is hereby reaffirmed and extended pursuant to section 6-r of the New York General Municipal Law and Suffolk County Legislative Resolution No. 1020-2004, for the purpose of financing future payments of retirement contributions, and is hereby reestablished for fiscal year 2016; and be it further

RESERVE FUND FOR PAYMENT OF BONDED INDEBTEDNESS

6th **RESOLVED**, that a Reserve Fund for Payment of Bonded Indebtedness is hereby reaffirmed and extended pursuant to Section 6-h of the NEW YORK GENERAL MUNICIPAL LAW for the purpose of accumulating and providing moneys to be used for those lawful purposes enumerated in law, for fiscal year 2016 and for each and every subsequent fiscal year, if necessary, the substantive effect of which shall be to moderate and stabilize real property taxes in Suffolk County; and be it further

7th **RESOLVED,** that pursuant to § C4-10(F)(2) of the General Municipal Law the required $7,753,785 or 25% of the 2014 General Fund actual discretionary fund balance is transferred to the Reserve Fund for Payment of Bonded Indebtedness; and be it further

8th **RESOLVED,** subject to the provisions of Section 6-h of the Suffolk County Charter, and pursuant to Suffolk County Legislative Resolution No. 579-2014 (Local Law 31-2014), the County Comptroller is authorized, directed and empowered to transfer from the Assessment Stabilization Reserve Fund to the Reserve Fund for Payment of Bonded Indebtedness $32,800,000 in 2015 and $28,200,000 in 2016; and be it further

9th **RESOLVED**, the County Comptroller is hereby authorized, directed and empowered to make such transfers as may be necessary to give effect to the appropriation set forth in the seventh and eighth resolved clauses of this Resolution; and be it further

SALE OF COUNTY PROPERTY PURSUANT TO INTRODUCTORY RESOLUTION 1660-2015

10th **RESOLVED,** Subject to legislative approval at a future date of a sale agreement and any amendments thereto pursuant to Introductory Resolution 1660-2015, the County Executive and/or his designee(s) are hereby granted authority and are empowered and directed to execute and deliver on behalf of the County such approved sale agreement, with such changes therein as the County Executive and/or his designee(s) may approve, and are hereby further authorized, empowered and directed to execute and deliver, on behalf of the County, such other agreements, instruments or authorizations, and to perform all acts as may be contemplated, necessary or advisable to consummate, or otherwise give full effect to the sale agreement; and be it further

RECURRING REVENUE

11th **RESOLVED,** that by a future duly enacted separate resolution amending Suffolk County Code Chapter 603 consistent with Chapter 20 of the Laws of 2015, the County may amend the motor vehicle use fee; and be it further

12th **RESOLVED**, that by a future duly enacted separate resolution amending Suffolk County Code Section A18-3 the Director of the Real Property Tax Service Agency is authorized and directed to increase tax map verification fees, and be it further

13th **RESOLVED**, that by a future duly enacted separate resolution amending Suffolk County Code Chapter 818 the Director of the Suffolk County Traffic and Violations Agency is authorized and directed to increase traffic and parking fees and surcharges; and be it further

14th **RESOLVED,** that by a future duly enacted separate resolution amending Suffolk County Code Chapter 290, the Suffolk County Police Department is hereby authorized and directed to impose a registration fee for alarm permits and create a false alarm penalty fee schedule to defray the cost of responses to false alarms; and be it further

15th **RESOLVED,** that by a future duly enacted separate resolution amending Suffolk County Code Chapter 948, the Suffolk County Parks Department is hereby authorized and directed to increase Parks fees; and be it further

16th **RESOLVED,** that by a future duly enacted separate resolution amending Suffolk County Code Chapter 948, the Suffolk County Labor, Licensing and Consumer Affairs Department is hereby authorized and directed to increase name change, late renewal and returned check fees; and be it further

17th **RESOLVED,** that the Commissioner of the Suffolk County Department of Public Works is hereby authorized, directed and empowered to increase the Objectionable Hazardous Waste fee to $45 per single family equivalent pursuant to Suffolk County Code Chapter 740; and be it further

SALE OF SURPLUS PROPERTY

18th **RESOLVED,** subject to the 10th Resolved clause of this Resolution, the Director of Real Estate and the Commissioner of Public Works are each authorized, directed and empowered to inventory County property not needed for County purposes, and within 120 days from the effective date of this Resolution present for consideration legislation seeking subsequent legislative approval to declare as surplus and offer for sale such surplus property in accordance with prevailing law; and be it further

SALARY AND CLASSIFICATION PLAN

19th **RESOLVED,** that the Suffolk County Classification and Salary Plan is hereby amended as follows:

ADDITIONS TO CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	Grade	BU
0209	C	Cashier (SpSp)	8	02
0054	C	Traffic Court Clerk (SpSp)	12	02
1594	C	Community Dev. & Planning Specialist	21	02
0777	C	Business Intelligence Appl. Analyst	21	02
0778	C	Business Intelligence Sys Dev	24	02
0779	C	Sr. Business Intelligence Sys Dev	27	02
0780	C	Pr. Business Intelligence Sys Dev	30	02
3774	N	Career Couture Advisor	17	02

DELETIONS FROM CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	Grade	BU
5606	C	Park Police Officer I	19	17
5607	C	Park Police Office II	21	17
5608	C	Park Police Office III	24	17
5609	C	Park Police Officer IV	27	17

ADDITION TO THE TEMPORARY CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	Hourly Wage
3770	NC	Veterans Service Officer	$20.00 hr
5610	NC/PT	Park Ranger II	$23.00 hr

PROPOSED AMENDMENTS TO CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	From Grade	To Grade	BU
Grade change to take place effective January 1, 2016					
0768	C	Director of Optical Imaging	33	35	02
0242	C	Senior Budget Examiner	27	25	02
0559	C	Info Technology Security Coord	30	32	02
1109	C	Geographic Info Systems Coord	28	30	02
9655	C	Director of Aging	31	33	21

and be it further

EMPLOYER CONTRIBUTION STABILIZATION PROGRAM

20th **RESOLVED,** that the County Executive is authorized, directed, and empowered to use all lawful means available to him to continue to be enrolled in the Employer Contribution Stabilization Program for fiscal 2016 to amortize pension payments; and be it further

POSITION CONTROL

21st **RESOLVED,** that no filled permanent position is intended to be abolished in this budget document; and be it further

EMHP CHARGEBACK

22nd **RESOLVED**, that the Suffolk County Employee Medical Health Plan (EMHP) costs for 2016 shall be charged back on the basis of enrollees, rather than budgeted appropriations, by the County Department of Audit and Control which shall also establish an annual reserve and/or accrual to preserve appropriations to prevent IBNR from closing to the fund balance; and be it further

BIO-TERRORISM

23rd **RESOLVED**, that the authority to accept and appropriate Federal and State grants or funds for activities designed to combat Bio-Terrorism is hereby delegated to the Suffolk County Executive, subject to the restriction that such funds only be allocated to the Bio-Terrorism Unit in the County Department of Health Services, Emergency Medical Services in the County Department of Health Services, the County Department of Fire, Rescue, and Emergency Services, and/or the Anti-Terrorism Unit of the Suffolk County Police Department; and be it further

POLICE DISTRICT TAX ALLOCATION

24th **RESOLVED**, that the amount of sales tax revenue allocated to the Suffolk County Police District under this Discretionary Expense Budget from the sales tax revenues generated by Resolution No. 745-1968 "Imposing Taxes on Sales and Uses of Tangible Personal Property and on Certain Services, and on Occupancy of Hotel Rooms, Admission Charges and Club Dues, pursuant to Article 29 of the Tax Law of the State of New York," as amended, shall be the sum certain of $64,331,780 as set forth in item "115-AAC-1110 State Administered Sales and Use" of this document, and the County Department of Finance and Taxation and any successor Department is hereby authorized, empowered, and directed, pursuant to Section 15-2(G) of the SUFFOLK COUNTY CHARTER, to deposit the entire amount in Fund 115; and be it further

PROPERTY TAXES

25th **RESOLVED,** that any line item revenue designated "Real Property Taxes" for any fund in this budget document shall not be construed as adopted by any action taken on this resolution, since said column is only presented in connection with the calculation of the 2016 tax levy and tax warrant which tax levy and tax warrant shall be adopted and set by separate subsequent resolution, and be it further

SEVERABILITY

26th **RESOLVED**, that if any clause, sentence, paragraph, subdivision, section, or part of this Expense Budget 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 Expense Budget, 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; and be it further

CONTINGENCY FUND

27th **RESOLVED,** that any appropriations placed in Contingency Account No. 115-MSC-1991 in this Budget pursuant to **Section 4-23** of the **Suffolk County Charter** may only be transferred, expended or utilized for the specified purpose pursuant to a separate subsequent duly enacted resolution of the County of Suffolk; and be it further

MISCELLANEOUS

28th **RESOLVED**, that any "Pseudo Code Index Numbers" contained in this proposed Discretionary Expense Budget shall be deemed approved by virtue of their inclusion as line items herein; and be it further

29th **RESOLVED,** that the County Comptroller is hereby authorized, directed and empowered to transfer the balance of $590,045 in the holding account 255-6880 to Highway Impact Fees – revenue code 2956; and be it further

30th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this budget document 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; and be it further

31st **RESOLVED**, that this Resolution shall take effect January 1, 2016, except that the **3rd RESOLVED** clause of this budget document shall take effect immediately.

DATED: 2015

APPROVED BY:

_____

County Executive of Suffolk County
Date

1761

Intro. Res. No. -2015
Introduced by Legislator Calarco

Laid on Table 10/6/2015

RESOLUTION NO. -2015, APPROPRIATING FUNDS IN CONNECTION WITH SITE IMPROVEMENTS FOR THE RESTORATION OF CANAAN LAKE (CP 8715)

WHEREAS, the removal of invasive species in Canaan Lake will contribute to the health and restoration of the lake; and

WHEREAS, site improvement funds are needed at this time; and

WHEREAS, sufficient funding for this purpose has been included in the 2015 Adopted Capital Budget; and

WHEREAS, this Legislature, by resolution of even date herewith, has authorized the issuance of $500,000 in Suffolk County Serial Bonds; and

WHEREAS, prior to the commencement of construction, an environmental review will be completed by Suffolk County in accordance with the State Environmental Quality Review Act; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2015 Capital Budget, as the basis for funding capital projects such as this project; now, therefore be it

1st **RESOLVED**, that it is hereby determined that this project, with a priority ranking of thirty-seven (37) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

2nd **RESOLVED**, that the proceeds of $500,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

Project Number	Project Title	Amount
525-CAP-8715.410 (Fund 001-Debt Service)	RESTORATION OF CANAAN LAKE	$500,000

and be it further

3rd **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 resolution constitutes a Type II action, pursuant to Section 617.5 (c) (18), (20), (21) and (27) of Title 6 of the NYCRR and within the meaning of Section 8-019 (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:

T:\BRO\Calarco Canaan Lake.doc

1762

Intro. Res. No. - 2015
Introduced by Legislator Gregory

Laid on Table 10/6/15

RESOLUTION NO. -2015, AUTHORIZING THE RECONVEYANCE OF COUNTY-OWNED REAL ESTATE PURSUANT TO SECTION 215, NEW YORK STATE COUNTY LAW TO CHARLES SESSIONS, JR., ET AL.

WHEREAS, the County of Suffolk is the fee owner of the following described parcel:

ALL, that certain plot, piece or parcel of land with any buildings and improvements thereon erected, situate, lying and being the Town of Islip, County of Suffolk, State of New York, described on the Tax Map of the Suffolk County Real Property Service Agency as District 0100, Section 202.00, Block 03.00, Lot 042.000, 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 Islip, as Lot No. 13 to 16 inc., Block 40, on a certain map entitled "Amended Amityville Terrace", filed in the Office of the Clerk of Suffolk County on October 7, 1926 as Map No 642; and

and

WHEREAS, Charles Sessions, Jr. was the former owner of said real property; and

WHEREAS, the time for redemption of this real property under Local Law No. 16-1976 has expired; and

WHEREAS, an investigation by the office of Legislator Gregory has determined that said non-payment of taxes on the part of Charles Sessions, Jr. was not an intentional act but was due to hardship circumstances beyond his control; and

WHEREAS, it would be in the best interests of the County of Suffolk to return said parcel to the tax rolls; and

WHEREAS, the Director of the Division of Real Property Acquisition and Management, or his or her deputy, will receive and deposit the sum of $95,538.39 together with any and all other charges that may be due and owing to the County of Suffolk as of the actual date of closing, as full payment of all amounts due and owing to the County of Suffolk; now, therefore be it

1st **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, or his or her deputy, is hereby authorized to execute, acknowledge, and deliver a quitclaim deed to:

Charles L. Sessions, Jr. and Vaughn P. Sessions, as Administrators & distributees, Derek D. Sessions, Dion G. Sessions (Dion Session Jr., & Aja Sessions, Heirs of Dion G. Sessions) & Marvin G. Sessions as distributees of the Estate of Eugena Dossous f/k/a/ Eugenia Sessions f/k/a Eugena Walker
266 44th Street
Copiague, NY 11726

upon receipt of the above-described moneys, to convey the interest of the County of Suffolk in the above-described real estate; and be it further

2nd **RESOLVED**, in the event Charles Sessions, Jr. fails to pay all amounts due and owing the County within 60 days of the effective date of this resolution, the Division of Real Property Acquisition and Management shall not convey the subject property to Charles Sessions, Jr.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:/215 redemptions/2015/Resolution - Charles Sessions

1763

Intro. Res. No. -2015
Introduced by Legislator Browning

Laid on Table 10/6/15

RESOLUTION NO. -2015, TO REAPPOINT PAUL ALLAN AS A MEMBER OF THE SUFFOLK COUNTY CITIZENS ADVISORY BOARD FOR THE ARTS

WHEREAS, the Citizens Advisory Board for the Arts was created to suggest, review and recommend arts policies and programs for Suffolk County; and

WHEREAS, members of the Citizens Advisory Board for the Arts may be recommended by individual County Legislators and are subject to approval by the full Legislature; and

WHEREAS, Local Law No. 9-2011 expanded the membership of the Citizens Advisory Board for the Arts to 18 members, with one representative from each Legislative district; now, therefore be it

1st **RESOLVED**, that **Paul Allan**, currently residing in Bellport, New York, is hereby reappointed as a member of the Suffolk County Citizens Advisory Board for the Arts to represent Legislative District No. 3 for a term of office to expire June 18, 2018, pursuant to Section 103-3 of the SUFFOLK COUNTY CODE; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\res\r-reappt-allan-citizens-advisory-arts

1763

Sampson, Jean

From: Slaughter, Joshua
Sent: Monday, September 28, 2015 4:03 PM
To: Sampson, Jean
Subject: FW: Resume for Paul Allan

Jean,

Here you go.

Josh

From: Scot Allan [mailto:scot@GatewayPlayhouse.com]
Sent: Monday, September 28, 2015 3:33 PM
To: Slaughter, Joshua
Subject: FW: Resume for Paul Allan

From: Paul Allan
Sent: Monday, September 28, 2015 2:08 PM
To: Scot Allan
Subject: RE: Resume for Paul Allan

Paul Allan has been the producer of the Gateway Playhouse since 1980. Each era has brought significant challenges, especially as the shows became more complicated and technically challenging. Over the years, the grounds changed, the buildings were modernized, and the facilities updated. In the more recent decades, the caliber of the artistic staff, performers, musicians, and technicians has risen to a level equaling and sometimes surpassing many Broadway shows. It has been difficult to find time to do other projects outside of Gateway seasons, but over the years Paul has been able to work in NYC on various shows in different capacities, run a touring company with shows traveling around the country and abroad, operate a sister theatre in Connecticut, act as consultant and facilitator for the restoration and reopening of the Patchogue Theatre, and maintain a set rental business - where Gateway scenery is used in theatres across the country after appearing on the Gateway stage. Paul has sat on several boards and committees including the Bellport Chamber of Commerce, and The Suffolk County Arts Advisory Board. Paul appreciates, admires and honors his family's dedication to the arts and is proud to help continue the legacy. Paul lives in Bellport with his wife Annmarie and their 2 children—Luke 10 and Alexa 7.

Paul Allan – Managing Producer

The Gateway
Performing Arts Center of Suffolk County
215 South Country Road
Bellport, NY 11713
631-286-0555 ex 100
paul@gatewayplayhouse.org

1764

Intro. Res. No. - 2015 Laid on Table 10/6/15

Introduced by Legislator Muratore

RESOLUTION NO. -2015, AUTHORIZING THE RECONVEYANCE OF COUNTY-OWNED REAL ESTATE PURSUANT TO SECTION 215, NEW YORK STATE COUNTY LAW DOMENICO MORABITO AND GIOVANNA MORABITO

WHEREAS, the County of Suffolk is the fee owner of the following described parcel:

ALL, that certain plot, piece or parcel of land with any buildings and improvements thereon erected, situate, lying and being the Town of Brookhaven, County of Suffolk, State of New York, described on the Tax Map of the Suffolk County Real Property Service Agency as District 0200, Section 625.00, Block 03.00, Lot 014.000, and acquired by tax deed on August 5, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 7, 2013, in Liber 12739, at Page 495, and otherwise known and designated by the Town of Brookhaven, as Lot No. 62 and 63, Block 2, on a certain map entitled "Dakota Manor", filed in the Office of the Clerk of Suffolk County on August 8, 1952 as Map No. 1947; and

and

WHEREAS, Domenico and Giovanna Morabito were the former owners of said real property; and

WHEREAS, the time for redemption of this real property under Local Law No. 16-1976 has expired; and

WHEREAS, an investigation by the office of Legislator Muratore has determined that said non-payment of taxes on the part of Domenico and Giovanna Morabito was not an intentional act but was due to hardship circumstances beyond their control; and

WHEREAS, it would be in the best interests of the County of Suffolk to return said parcel to the tax rolls; and

WHEREAS, the Director of the Division of Real Property Acquisition and Management, or his or her deputy, will receive and deposit the sum of $94,919.37 together with any and all other charges that may be due and owing to the County of Suffolk as of the actual date of closing, as full payment of all amounts due and owing to the County of Suffolk; now, therefore be it

1st **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, or his or her deputy, is hereby authorized to execute, acknowledge, and deliver a quitclaim deed to:

Domenico Morabito and Giovanna Morabito
6 Washington Avenue
Holtsville, NY 11742

upon receipt of the above-described moneys, to convey the interest of the County of Suffolk in the above-described real estate; and be it further

2nd **RESOLVED**, in the event Domenico and Giovanna Morabito fail to pay all amounts due and owing the County within 60 days of the effective date of this resolution, the Division of Real Property Acquisition and Management shall not convey the subject property to Domenico and Giovanna Morabito.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:/215 redemptions/2015/Resolution - Morabito

1765

Intro. Res. No. -2015 Laid on Table 10/6/15
Introduced by Legislator Lindsay

RESOLUTION NO. -2015, AUTHORIZING APPRAISAL OF LAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007, SUFFOLK COUNTY WATER AUTHORITY – TOWN OF ISLIP (SCTM NO. 0500-194.00-01.00-017.000)

WHEREAS, the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, authorizes the use of 31.10% of sales and compensating use tax proceeds generated each year for specific environmental protection, including the acquisition of open space in accordance with specific criteria set forth therein; and

WHEREAS, the parcel(s) listed in Exhibit "A" of this resolution meets the criteria for acquisition under the Drinking Water Protection Program; and

WHEREAS, Resolution No. 265-2013 established a new three step land acquisition process, the first step being an appraisal of any parcel proposed for acquisition; now, therefore be it

1st **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, 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

2nd **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

3rd **RESOLVED**, the costs associated with the preparation of a title search, survey, map or environmental assessment of the subject parcels(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 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

4th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\appraisals\appraisal-open-space-sc-water-authority

PARCEL	SUFFOLK COUNTY TAX MAP NUMBER	ACRES	REPUTED OWNER AND ADDRESS
1	District 0500 Section 194.00 Block 01.00 Lot 017.000	7.7355	Suffolk County Water Authority 4060 Sunrise Highway Oakdale, NY 11769
	TOTAL ACREAGE	7.7355	

EXHIBIT "A"

1766

Intro. Res. No. - 2015
Introduced by Legislator Anker

Laid on Table 10/6/15

RESOLUTION NO. -2015, EXTENDING THE DEADLINE FOR THE RECONVEYANCE OF COUNTY OWNED PROPERTY TO CHERYL L. STILWELL, ET AL.

WHEREAS, Resolution No. 59-2015 authorized the reconveyance of a parcel in the Town of Brookhaven, SCTM No. 0200-315.00-03.00-015.000, to its prior owners, Robert E. Stilwell and Susan T. Stilwell, as Tenants by the Entirety and Cheryl L. Stilwell and Karen L. Cohen, pursuant to the County's hardship redemption law; and

WHEREAS, by the terms of Resolution No. 59-2015, the prior owners were required to pay all back taxes and penalties and interested by June 16, 2015; and

WHEREAS, the Stilwell's hardship application predated the enactment of Local Law No. 27-2014, and therefore, the County Legislature may exercise its discretion an give the Stilwells extra time to make the required payment of back taxes, penalties and interest; now therefore be it

1st **RESOLVED**, that the 2nd RESOLVED clause of Resolution No. 59-2015 is hereby amended to read as follows:

> **2nd RESOLVED**, in the event the former owners fail to pay all amounts due and owing the County by January 15, 2016, the Division of Real Property Acquisition and Management shall not convey the subject property to the former owners; and be it further

and be it further

2nd **RESOLVED**, that all other terms and conditions of Resolution No. 59-2015 shall remain in full force and effect.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\res\r-extension resolution -Stilwell

1767

Intro. Res. No. -2015
Introduced by Legislator Krupski

Laid on Table 10/6/15

RESOLUTION NO. -2015, IMPROVING WASTEWATER TREATMENT AT COUNTY PARKS

WHEREAS, the County of Suffolk owns thousands of acres of parkland, with 28 active parks and nature preserves; and

WHEREAS, many County parks are in environmentally sensitive areas; and

WHEREAS, the County is responsible for the care and maintenance of all County park facilities, including wastewater and septic treatment; and

WHEREAS, many advancements have been made in the systems used to treat wastewater in recent years, including improved removal of nitrogen from waste; and

WHEREAS, nitrogen pollution from septic systems and cesspools into Long Island's surface and ground water is a significant issue that the County is working to remediate; and

WHEREAS, the County should lead by example and install alternative wastewater treatment systems in County parks when current septic systems fail or need improvements; now, therefore be it

1st **RESOLVED**, that the Suffolk County Department Parks, Recreation and Conservation ("the Department") is hereby directed to install alternative wastewater treatment systems at County park facilities upon the failure of a septic system or the need for significant improvements to same; and be it further

2nd **RESOLVED**, that the Department shall have the discretion to determine which alternative wastewater treatment method is installed at each park facility in need of a new system; and be it further

3rd **RESOLVED**, that this policy shall apply to wastewater treatment systems found to be in need of significant improvement or replacement at County parks on or after the effective date of this resolution; and be it further

4th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

1768

Intro. Res. No. -2015 Laid on Table 10/6/15

Introduced by Legislators Martinez and Hahn

RESOLUTION NO. -2015, ESTABLISHING THE SUFFOLK COUNTY CHILD CARE COMMISSION

WHEREAS, the Welfare to Work Commission ("WtW") issued a report in June 2014 which found that there are an insufficient number of child care slots available to children under the age of five in Suffolk County; and

WHEREAS, the Welfare to Work Commission's June 2014 report, "Who's Minding the Kids?" demonstrated that "numerous respected and validated research studies have documented, over time, that children who receive quality preschool experiences are less likely to become juvenile delinquents, more likely to graduate from high school, have jobs, families and homes in adulthood"; and

WHEREAS, the WtW Commission's report demonstrated there are only enough child care slots for 46% of Long Island children under the age of five whose parents are working and that 76% of Long Island families cannot afford to place their children in a licensed child care center in part because Suffolk is second to New York City with the highest cost-of-living expenses in New York State; and

WHEREAS, an October 2014 Long Island Association (LIA) report documents that child care on Long Island is an $804 million industry (up from $192 million since the LIA's 2004 report) that employs nearly 10,000 people and that Long Island's working parents who rely on child care collectively earn $10.6 billion annually; and

WHEREAS, as the WtW Commission and LIA reports document, in addition to creating jobs and generating economic activity, child care makes it possible for thousands of parents to work, which draws federal and state dollars to the local economy and can generate for each dollar invested in child care, from $7 to $19 dollars to the County of Suffolk; and

WHEREAS, a flawed formula used by the New York State Office of Children and Family Services has resulted in chronic underfunding of Suffolk County's child care grant; and

WHEREAS, the income eligibility for the State CCBG child care subsidy for working poor families in Suffolk is 165% of the Federal Poverty Level which is less than the income eligibility of 200% of the Federal Poverty Level ($47,870 for a family of four in 2014) recommended by the Department of Social Services (DSS) and the WtW Commission's report; and

WHEREAS, the WtW Commission's study demonstrated that "multiple government funding streams for child care have created competing and disconnected program related systems which prevent the creation of a coordinated child care system in Suffolk County"; and

WHEREAS, the Commission's report called for Suffolk County to create a new Child Care Commission to recommend policies and procedures for developing a coordinated, quality child care and early-learning data based delivery system within the County; now, therefore be it

1st **RESOLVED**, that an independent Suffolk County Child-Care Commission ("Commission") is hereby established to evaluate and make recommendations on federal, state and County policies and procedures to coordinate, connect and improve the child care system in Suffolk County; and be it further

2nd **RESOLVED**, that the Commission shall consist of the following 11 members and may be expanded upon based on the needs of the Commission under the direction of its Chairperson:

1. The Chairperson of the Human Services Committee of the County Legislature, or his or her designee who will serve as Chair;
2. A representative of the County Department of Social Services, Division of Child-Care, to be selected by the Commissioner of the Department;
3. A representative of the Long Island regional office of the New York State Office of Child and Family Services;
4. A representative of the Welfare to Work Commission of the County Legislature;
5. A representative of the Child-Care Council of Suffolk County;
6. A representative of Suffolk County Head Start;
7. A representative of Suffolk County BOCES;
8. A representative of the Suffolk County Community College Early Childhood Education Department;
9. A representative of Family Support Long Island/Molloy College;
10. A person familiar with the operation of a child care center, to be appointed by the County Legislature; and
11. A person familiar with the operation of group and family child care facility, to be appointed by the County Legislature;

and be it further

3rd **RESOLVED**, that the Commission shall hold its first meeting no later than 30 days after the oaths of office of all members have been filed for the purposes of organization and the election of a Vice-Chairperson and Secretary; and be it further

4th **RESOLVED**, that the members of the Commission shall serve without compensation and shall serve at the pleasure of their respective appointing authorities; and be it further

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

6th **RESOLVED**, that six (6) members of the Commission shall constitute a quorum to transact the business of the Commission at both regular and special meetings; and be it further

7th **RESOLVED**, that clerical services involving the month to month operation of the Commission, as well as supplies and postage, as necessary, will be supplied by the Clerk's Office of the Suffolk County Legislature; and be it further

8th **RESOLVED**, that the Chairperson may delegate to any member of the Commission the power and authority to conduct such hearings and meetings; and be it further

9th **RESOLVED**, that the Commission shall cooperate with the legislative committees of the County Legislature and make available for each committee's use, upon request, any records and other data it may accumulate or obtain; and be it further

10th **RESOLVED**, that the Commission is hereby authorized, empowered and directed to hold at least one public hearing throughout the County of Suffolk to assemble the data and information necessary to complete the valuation, study and report required, with all reasonable efforts to be made to ascertain the views, wishes and opinions of the residents of Suffolk County; and be it further

11th **RESOLVED**, that the Commission shall submit an annual report each year, for consideration, review and appropriate action, if necessary, to the County Legislature and the County Executive by March 30th; and be it further

12th **RESOLVED**, that the Commission will be terminated three (3) years after the effective date of this resolution unless the Commission is reauthorized by another resolution of the County of Suffolk; and be it further

13th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-child-care-commission

1769

Intro. Res. No. -2015 Laid on Table 10/6/2015

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2015, AUTHORIZING A CERTAIN TECHNICAL CORRECTION TO ADOPTED RESOLUTION NO. 666-2015

WHEREAS, the County Legislature has adopted and the County Executive has signed Resolution No. 666-2015; and

WHEREAS, this resolution when adopted contained a technical error; and

WHEREAS, the County Executive desires a technical correction to this resolution; now, therefore be it

1st **RESOLVED**, that the Clerk of the Legislature shall make the following technical correction:

Resolution No. 666-2015

Under the 3rd RESOLVED clause of Adopted Resolution No. 666-2015, under Position No. change the number:

FROM:

[001-1185-0612-1045**]**

TO:

001-1185-0612-1049

[ ] Brackets denote deletion of language.
__ Underlining denotes addition of new language.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

Intro. Res. No. 1770 - 2015 Laid on the Table 10/6/15
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. – 2015, ACCEPTING 100% STATE GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF HEALTH PASSED THROUGH THE FOUNDATION FOR AIDS RESEARCH (amfAR) TO SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES FOR THE REGIONAL OPIOID OVERDOSE REVERSAL EFFORTS

WHEREAS, these 100% State grant funds passed through amfAR to the Suffolk County Department of Health Services are for Regional Opioid Overdose Reversal Efforts and the award amount is $15,000 for the period 7/01/2015-6/30/2016; and

WHEREAS, these funds are a reimbursement to support first responders conducting opioid overdose prevention and reversal activities; and

WHEREAS, the expenses related to providing these services are already included in the 2015 Suffolk County Adopted Operating Budget; and

WHEREAS, these 100% State grant funds were not included in the 2015 Suffolk County Adopted Operating Budget and need to be accepted; now, therefore be it

1st **RESOLVED**, that the County Comptroller and the County Treasurer be and hereby are authorized to accept $15,000 in grant funds as follows:

REVENUES

001-3401 Public Health $15,000

2nd **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 #38-2015

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1770

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Accepting 100% State grant funds from the New York State Department of Health passed through The Foundation for AIDS Research (amfAR) to Suffolk County Department of Health Services for the Regional Opioid Overdose Reversal Efforts.

3. Purpose or Proposed Legislation

This legislation is needed to accept 100% State grant funds passed through amfAR to the Department of Health Services for the Regional Opioid Overdose Reversal Efforts. The expenses related to providing these activities are already included in the 2015 Suffolk County Adopted Operating Budget and this Resolution is needed to accept the revenue.

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:

No

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

None

8. Proposed Source of Funding

100% State grant funds passed through The Foundation for AIDS Research (amfAR)

9. Timing of Impact

2015-2016

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Liza Wright *Senior Budget Analyst* Suzanne Martin Pr Budget Examiner	Liza Wright Suzanne Martin	8/27/15 9-15-15

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1770

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1770

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: Liza Wright, Budget, Purchasing and Inventory Unit

From: Gary Amato, Budget, Purchasing and Inventory Unit GA

Date: August 20, 2015

Subject: Request for Resolution

Regional Opioid Overdose Reversal Efforts
Budget Period: 7/1/15 – 6/30/16
Approp: 001-4618
Revenue Code: 3401
Grant ID # HSV 2382

Please write a resolution to accept and appropriate 100% New York State funds from the NYS Department of Health, passed through amFAR (The Foundation For Aids Research), for the above mentioned program. These funds will be a fee-for-service reimbursement for support services to First Responders to conduct opioid overdose prevention and reversal activities in various locations and expenses related to providing these services are already included in the 2015 Adopted Operating Budget.

Appropriate $15,000 in State grant funds as follows:

REVENUES

001-3401 State Aid: EMS $15,000

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amfAR
MAKING AIDS HISTORY

amfAR, The Foundation for AIDS Research
120 Wall Street, 13th Floor
New York, NY 10005-3908
U.S.A.
t: +1 212.806.1600 f: +1 212.806.1601
www.amfar.org

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In Memoriam
Dame Elizabeth Taylor
Founding International Chairman
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Program Advisory Council
Mervyn F. Silverman, M.D., M.P.H.
Chairman

Sharon Stone
Global Fundraising Chairman

August 14, 2015

Robert Delagi
Suffolk County Department of Health Services
Suffolk County EMS
360 Yaphank Ave, Suite 1B
Yaphank, NY 11980

Re: July 1, 2015 – June 30, 2016 Subcontract Agreement
Support for Regional Opioid Overdose Reversal Efforts

Dear Mr. Delagi:

Enclosed for your review and signature are two subcontract agreements between the Foundation for AIDS Research, amfAR, and Suffolk County EMS. Please keep one copy for your files, and return one copy to my attention at the address listed above.

If you have any questions, I can be reached at 212-806-1680.

Sincerely,

Lisa Chiu
Coordinator
Prevention Science

4.4. Financial Reporting: Consultant agrees to submit two expenditure reports. The first report, due no later than May 15, 2016, shall detail (a) project expenditures incurred for the period July 1, 2015 through April 30, 2016; and (b) a projection of project expenditures to be incurred May 1, 2016 through June 30, 2016. The second report, due no later than July 31, 2016 shall report total project expenditures for the entire Term and must be certified, by signature of an individual authorized to report of Consultant finances and accounting, as compliant with all applicable terms and conditions of this agreement.

In the event allowable project expenditures are less than the amount of payments disbursed, Consultant shall return the amount of unexpended funds along with the second financial report.

Expenditure reports are to be e-mailed to Mark Hammer, Director of Program Integration and Special Projects (mark.hammer@health.ny.gov) and Lisa Chiu, Coordinator, Prevention Science Department (lisa.chiu@amfar.org).

4.5. Subcontract payments shall be made as follows:

An initial payment of $7,500 shall be issued within 30 days following shipment of naloxone (to be provided separately from this agreement) to Consultant;

A final payment in the amount of $7,500 shall be issued within 30 days following receipt of the final narrative and first expenditure reports required above.

4.6. Payments shall be issued by check payable to Consultant, forwarded to the following address:

Suffolk County Department of Health Services
360 Yaphank Avenue, Suite 1B
Yaphank, NY 11980

4.7. If Consultant receives $300,000 or more in total annual payments from New York State, including payments received through subcontracts, Consultant shall submit to amfAR, at the end of its fiscal year an audit report within 30 days of its completion, but no later than 90 days after the end of the audit period. The audit report shall summarize the business and financial transactions of Consultant and shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Unless consultant expends more than $500,000 in federal funds in their fiscal year, this audit shall be preformed in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. If Consultant expends more than $500,000 in federal funds in their fiscal year, including funds received through subcontracts or subgrants, the audit report must be submitted in accordance with OMB Circular A-133. The audit requirement may be met through entity-wide audits coincident with Consultant's fiscal year, and if applicable, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4.8. Reports of audits required by the terms of clause 4.3 and/or 4.7 above shall be submitted to amfAR or New York State as soon as reasonably possible upon request.

4.10. Consultant agrees to compensate amfAR for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. NEW YORK STATE DEPARTMENT OF HEALTH SPECIFIC CLAUSES

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COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 8/20/2015
ubmitting Department / Agency: Health Services	Location: 3500 Sunrise Hwy, Suite 124, Great River, NY 11739	
ontact Person in Department / Agency Gary Amato	Telephone Number 854-0143	Grant Application Due Date 6/1/2015

structions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, sert and asterisk (*) in the item box and attach additional information on an 8 1/2" X 11" sheet cross referenced to the item.

I. Background Information

. Grant Title

Regional Opioid Overdose Reversal Efforts

. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

. Grant / Contract Status (Check One Box)

_____ A. New Program Application
__X__ B. Renewal Application
_____ C. Supplemental (Specify)
_____ D. Extension of Funding Period
_____ E. Contract

General Purpose of Grant / Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)

Support First Responders to conduct opioid overdose prevention and reversal activities in various locations

County Departments / Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

NONE

II. BUDGET INFORMATION

Term of Contract From: 7/1/2015 To: 6/30/2015

Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$0.00	0.0%				
State	$ 15,000.00	100.0%				
Private						
County	$0.00	0.0%				
Total	$ 15,000.00	100.0%				

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. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
OTAL COUNTY SHARE	$ -	$ -	$ -
.. Cash Contribution			
. In-Kind Contribution	$ -	$ -	$ -

Total Number of New Positions Requested	5. Can This program be Refunded by the Proposed Non-County Sources?	
NONE	Yes	No

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.)

None

What do you anticipate happening when the Federal, State and/or Private Financial Assistance is discontinued (That is, ogram termination, reducted services, financial implications, layoffs, etc.)?

The program will be terminated.

Attach as list of potential subcontractors, if any, outlining the purpose of each subcontract (that is, 456 and 490 account items; :e an additional 8 1/2" by 11" sheet).

III. COUNTY EXECUTIVE'S OFFICE REVIEW

Intergovernmental Relations Division Review:	Approved / Disapproved	2. Signature of Coordinator	3. Date
Comments			
Budget Office Review	Approved / Disapproved	6. ,Signature of Budget Director	7. Date
Comments			

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2015 PAGE 1 OF 3

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
PERSONAL SERVICES:	$0.00		$0.00	
1100 Permanent Salaries	0.00		0.00	
1110 Interim Salaries	0.00			
1120 Overtime Salaries				
1130 Temporary Salaries: no fringe	0.00			
EQUIPMENT:	$0.00		$0.00	
2010 Furniture				
2020 Office Machines	0.00			
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip				
2090 Radio and Communication				
2460 New Computers				
2500 Other Equip: Unclassified			0.00	
SUPPLIES, MATERIALS, OTHER	$0.00		$0.00	
3010 Office Supplies				
3020 Postage				
3040 Printing				
3070 Memberships & Subscrip.	0.00			
3100 Instructional Supplies				
3160 Computer Software				
3370 Medical, Dental, Lab Supp.	0.00			
3500 Other Unclassified	0.00		0.00	
3510 Rent: Business Machines				
3650 Rent: Buildings	0.00		0.00	
3680 Repairs, Special Equip				
UTILITIES:	$0.00		$0.00	
4010 Telephone & Telegraph			0.00	
TRAVEL:	$0.00		$0.00	
4330 Travel Employee Contracts			0.00	
4340 Travel Other Contracts				

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GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2015 PAGE 2 OF 3

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
FEES FOR SERVICES: 4210: Computer Services 4330: Travel: Employee Contracts 4560: Fees for Services, Non-Employees	$0.00 $0.00 0.00 0.00		$0.00	
CONTRACTED SERVICES (List) 4980 Contracted Agencies HRH Healthcare, Inc.	$0.00 0.00 $0.00		$0.00 0.00	
EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker's Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance	$0.00		$0.00	
OTHER: (List Source & Brief Explanation)	$0.00		$0.00	

I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director

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DETAIL LISTING OF PERSONAL SERVICES

					Source of Funding by %			
Title of Position	Grade	Step	Salary	Employee Name	Grantor	County	In-Kind	Remarks

1770

1770

2015 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting 100% State grant funds from the New York State Department of Health passed through The Foundation for AIDS Research (amfAR) to Suffolk County Department of Health Services for the Regional Opioid Overdose Reversal Efforts.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept 100% State grant funds passed through amfAR to the Department of Health Services for the Regional Opioid Overdose Reversal Efforts. The expenses related to providing these activities are already included in the 2015 Suffolk County Adopted Operating Budget and this Resolution is needed to accept the revenue.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: These 100% State grant funds are an increase to revenue for services already provided in our civilian and EMT course curriculums.

FISCAL IMPLICATIONS: $15,000 in additional State grant funds will be added to the 2015 Adopted Operating Budget.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1770

DEPARTMENT OF HEALTH SERVICES

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

August 27, 2015

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% State grant funds from the New York State Department of Health passed through The Foundation for AIDS Research (amfAR) to Suffolk County Department of Health Services for the Regional Opioid Overdose Reversal Efforts. These grant funds will be a reimbursement to support first responders conducting opioid overdose prevention and reversal activities. The expenses related to providing these activities are already included in the 2015 Suffolk County Adopted Operating Budget and this Resolution is needed to accept the revenue.

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-EMS OD Reversal Efforts.docx."

Sincerely,

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

Enclosures

C: Christina Capobianco, CPA, Deputy Commissioner
Barbara Marano, CPA, Executive Assistant for Finance & Administration
Jennifer Culp, Assistant to the Commissioner of Health Services
Robert Delagi, Coordinator of Emergency Medical Services
Liza Wright, Senior Budget 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

1771

Intro. Res. No. - 2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2015, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 41, SPRINGS/FIREPLACE ROAD (CP 5582)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Improvements to CR 41, Springs/Fireplace Road; and

WHEREAS, there are sufficient funds within the 2015 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 $750,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action; since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of 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 Improvements to CR 41, Springs/Fireplace Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **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-5582.110 (Fund 001 Debt Service)	50	Improvements to 41, Springs/Fireplace Road	$750,000

DATE:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1771

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2015, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 41, SPRINGS/FIREPLACE ROAD (CP 5582)

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 SSPRING OF 2016 AND DEBT SERVICE WILL COMMENCE SPRING 2017. THERE IS NO FISCAL IMPACT IN 2015 OR 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2015 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		September 15, 2015

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1771

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$165,641**	**$0.31**		$0.001

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$165,641**	**$0.31**		$0.001

**** The Estimated 2017 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1771

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

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2016					
			$25,500.00	$165,640.87	
5/1/2017	3.000%	$140,140.87	$10,367.61	$10,367.61	$165,640.87
			$10,367.61	$155,273.26	
5/1/2018	3.000%	$144,905.66	$7,904.21	$7,904.21	
			$7,904.21	$157,736.66	$165,640.87
5/1/2019	3.000%	$149,832.45	$5,357.06	$5,357.06	
			$5,357.06	$160,283.81	$165,640.87
5/1/2020	4.000%	$154,926.75	$2,723.30	$2,723.30	
			$2,723.30	$162,917.57	$165,640.87
5/1/2021	4.000%	$160,194.26			
5/1/2022		$750,000.00	$78,204.35	$828,204.35	$828,204.35
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					
5/1/2034					

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

1771

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1771

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1771

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating Funds in Connection with Improvements to CR 41, Springs/Fireplace Road (CP 5582)

PURPOSE OR GENERAL IDEA OF BILL: Funding for engineering to design improvements along CR 41, Springs/Fireplace Road from CR40, Three Mile Harbor Road to vicinity of County System Road 45. The existing roadway is deteriorated and in need of safety improvements including curbing and sidewalk, as well as drainage improvements to alleviate localized flooding with the repair and/or installation of drainage systems.

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

JUSTIFICATION: This will enable the County to procure a consultant engineer for design services.

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

1771

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: August 31, 2015

RE: Appropriating Funds in Connection with Improvements to CR 41, Springs/Fireplace Road (CP 5582)

Attached is a draft resolution to appropriate the sum of $750,000 for engineering in connection with the above referenced project. There are sufficient funds included in the 2015 Capital Budget and Program for this request.

This funding will provide for design services to improve conditions along CR 41, Springs/Fireplace Road from the vicinity of CR 40, Three Mile Harbor Road to the vicinity of County System Road 45, Hog Creek Road in the Town of East Hampton. The existing roadway is deteriorated and in need of safety improvements including curbing and sidewalk which currently do not meet ADA standards, as well as drainage improvements to alleviate localized flooding with the repair and/or installation of drainage systems. These improvements will serve to enhance pedestrian mobility and safety.

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-CP5582(CR41).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

1772

Intro. Res. No. - 2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2015, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 1, COUNTY LINE ROAD (CP 5581)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Improvements to CR 1, County Line Road; and

WHEREAS, there are sufficient funds within the 2015 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 $300,000 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 Improvements to CR 1, County Line Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $300,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5581.110 (Fund 001 Debt Service)	50	Improvements to CR1, County Line Road	$300,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1772

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2015, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 1, COUNTY LINE ROAD (CP 5581)

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 SSPRING OF 2016 AND DEBT SERVICE WILL COMMENCE SPRING 2017. THERE IS NO FISCAL IMPACT IN 2015 OR 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2015 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		September 15, 2015

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER 1772

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$66,256**	**$0.13**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$66,256**	**$0.13**		$0.000

**** The Estimated 2017 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1772

Term of Bonds	5
Amount to Bond:	$300,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2016					
5/1/2017	3.000%	$56,056.35	$10,200.00	$66,256.35	$66,256.35
			$4,147.04	$4,147.04	
5/1/2018	3.000%	$57,962.26	$4,147.04	$62,109.31	$66,256.35
			$3,161.68	$3,161.68	
5/1/2019	3.000%	$59,932.98	$3,161.68	$63,094.66	$66,256.35
			$2,142.82	$2,142.82	
5/1/2020	4.000%	$61,970.70	$2,142.82	$64,113.52	$66,256.35
			$1,089.32	$1,089.32	
5/1/2021	4.000%	$64,077.71	$1,089.32	$65,167.03	$66,256.35
5/1/2022		$300,000.00	$31,281.74	$331,281.74	$331,281.74
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					
5/1/2034					

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

1772

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1772

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1772

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating Funds in Connection with Improvements to CR 1, County Line Road (CP 5581)

PURPOSE OR GENERAL IDEA OF BILL: Funding for engineering to design improvements along CR 1, County Line Road from the vicinity of NYS Route 27 to the vicinity of NYS Route 27A in the Town of Babylon. The existing roadway is deteriorated and in need of safety improvements including curbing and sidewalk, drainage improvements, traffic signal upgrades, signage and markings.

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

JUSTIFICATION: This will enable the County to procure a consultant engineer for design services.

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

1772

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: August 28, 2015

RE: Appropriating Funds in Connection with Improvements to CR 1, County Line Road (CP 5581)

Attached is a draft resolution to appropriate the sum of $300,000 for engineering in connection with the above referenced project. There are sufficient funds included in the 2015 Capital Budget and Program for this request.

This funding will provide for design services to improve conditions along CR 1, County Line Road from the vicinity of NYS Route 27 to the vicinity of NYS Route 27A in the Town of Babylon. Originally constructed in 1942 and partially widened in 1957, CR 1 has received spot maintenance repairs as needed, with resurfacing in 1998. The roadway is deteriorated and in need of safety improvements including curbing and sidewalk which currently do not meet ADA standards, as well as drainage improvements to alleviate localized flooding with the repair and/or installation of drainage systems, along with traffic signal upgrades, new pavement markings and traffic signage. These improvements will serve to enhance pedestrian mobility and safety.

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-CP5581(CR1).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

1773

Intro. Res. No. - 2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2015, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 40, THREE MILE HARBOR ROAD (CP 5542)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Improvements to CR 40, Three Mile Harbor Road; and

WHEREAS, there are sufficient funds within the 2015 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 $550,000 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-four (54) 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 CR 40, Three Mile Harbor Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $550,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5542.110 (Fund 001 Debt Service)	50	Improvements to CR40, Three Mile Harbor Road	$550,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1773

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2015, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 40, THREE MILE HARBOR ROAD (CP 5542)

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 SSPRING OF 2016 AND DEBT SERVICE WILL COMMENCE SPRING 2017. THERE IS NO FISCAL IMPACT IN 2015 OR 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2015 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		September 15, 2015

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1773

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$121,470**	**$0.23**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$121,470**	**$0.23**		$0.000

**** The Estimated 2017 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1773

Term of Bonds	5
Amount to Bond:	$550,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2016					
5/1/2017	3.000%	$102,769.97	$18,700.00	$121,469.97	$121,469.97
			$7,602.91	$7,602.91	
5/1/2018	3.000%	$106,264.15	$7,602.91	$113,867.06	$121,469.97
			$5,796.42	$5,796.42	
5/1/2019	3.000%	$109,877.13	$5,796.42	$115,673.55	$121,469.97
			$3,928.51	$3,928.51	
5/1/2020	4.000%	$113,612.95	$3,928.51	$117,541.46	$121,469.97
			$1,997.09	$1,997.09	
5/1/2021	4.000%	$117,475.79	$1,997.09	$119,472.88	$121,469.97
5/1/2022		$550,000.00	$57,349.86	$607,349.86	$607,349.86
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					
5/1/2034					

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

1773

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1773

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1773

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating Funds in Connection with Improvements to CR 40, Three Mile Harbor Road (CP 5542)

PURPOSE OR GENERAL IDEA OF BILL: Funding for engineering to design improvements along CR 40, Three Mile Harbor Road from the vicinity of CR 41, Springs/Fireplace Road to the vicinity of County System Road 45, Hog Creek Road in the Town of East Hampton. The existing roadway is deteriorated and in need of safety improvements including curbing and sidewalk, as well as drainage improvements to alleviate localized flooding with the repair and/or installation of drainage systems.

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

JUSTIFICATION: This will enable the County to procure a consultant engineer for design services.

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

1773

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: August 28, 2015

RE: Appropriating Funds in Connection with Improvements to CR 40, Three Mile Harbor Road (CP 5542)

Attached is a draft resolution to appropriate the sum of $550,000 for engineering in connection with the above referenced project. There are sufficient funds included in the 2015 Capital Budget and Program for this request.

This funding will provide for design services to improve conditions along CR 40, Three Mile Harbor Road from the vicinity of CR 41, Springs/Fireplace Road to the vicinity of County System Road 45, Hog Creek Road in the Town of East Hampton. The existing roadway is deteriorated and in need of safety improvements including curbing and sidewalk which currently do not meet ADA standards, as well as drainage improvements to alleviate localized flooding with the repair and/or installation of drainage systems. These improvements will serve to enhance pedestrian mobility and safety.

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-CP5542(CR40).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

1774

Intro. Res. No. - 2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 35, PARK AVENUE, TOWN OF HUNTINGTON (CP 5519)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Improvements to CR 35, Park Avenue; and

WHEREAS, sufficient funds are included in the 2015 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 $150,000 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 Improvements to CR 35, Park Avenue, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $150,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5519.110 (Fund 001 Debt Service)	50	Improvements to CR 35, Park Avenue	$150,000

Date:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1774

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2015, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 35, PARK AVENUE, TOWN OF HUNTINGTON (CP 5519)

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 SSPRING OF 2016 AND DEBT SERVICE WILL COMMENCE SPRING 2017. THERE IS NO FISCAL IMPACT IN 2015 OR 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2015 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		September 15, 2015

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1774

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$33,128**	**$0.06**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$33,128**	**$0.06**		$0.000

**** The Estimated 2017 Cost to Average Taxpayer is based upon the 2015 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, 2014.
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3) SOURCE FOR EQUALIZATION RATES: 2014 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

1774

Term of Bonds	5
Amount to Bond:	$150,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2016					
5/1/2017	3.000%	$28,028.17	$5,100.00	$33,128.17	$33,128.17
			$2,073.52	$2,073.52	
5/1/2018	3.000%	$28,981.13	$2,073.52	$31,054.65	$33,128.17
			$1,580.84	$1,580.84	
5/1/2019	3.000%	$29,966.49	$1,580.84	$31,547.33	$33,128.17
			$1,071.41	$1,071.41	
5/1/2020	4.000%	$30,985.35	$1,071.41	$32,056.76	$33,128.17
			$544.66	$544.66	
5/1/2021	4.000%	$32,038.85	$544.66	$32,583.51	$33,128.17
5/1/2022		$150,000.00	$15,640.87	$165,640.87	$165,640.87
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					
5/1/2034					

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

1774

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
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3) SOURCE FOR EQUALIZATION RATES: 2014 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

1774

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1774

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2015 Capital Budget and Program and Appropriating Funds in Connection with Improvements to CR 35, Park Avenue (CP 5519)

PURPOSE OR GENERAL IDEA OF BILL: Funding for initial engineering was under CP 5497 (Construction of Sidewalks on Various County Roads). As the design progressed, the need for additional funding was identified and programmed into a separate CP. The funding will provide for the final design required to bring Phase 1 of the project (from CR 86, Broadway Greenlawn Road to CR 11, Pulaski Road) to construction letting.

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

JUSTIFICATION: This will enable the consultant engineer to continue with design for Phase 1 of this project.

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

1774

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: August 27, 2015

RE: Amending the 2015 Capital Budget and Program and Appropriating Funds in Connection with Improvements to CR 35, Park Avenue (CP 5519)

Attached is a draft resolution to appropriate the sum of $150,000 for engineering in connection with the above referenced project. There are sufficient funds included in the 2015 Capital Budget and Program for this request.

The funding for initial engineering (study, planning) of this project was funded under CP 5497 (Construction of Sidewalks on Various County Roads). As the planning and design progressed, the need for additional funding was identified and programmed into a separate and distinct Capital Project for Improvements to CR 35, Park Avenue. This funding will provide for the final design required to bring Phase 1 of this project (from CR 86, Broadway-Greenlawn Road to CR 11, Pulaski Road) to construction letting.

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-CP5519(CR35).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

1775

Intro Res. No. -2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, AUTHORIZING EXECUTION OF AN AGREEMENT BY THE ADMINISTRATIVE HEAD OF SCSD NO. 3 - SOUTHWEST WITH THE TOWN OF BABYLON (WYANDANCH PLAZA PARK 1477.1-011)

WHEREAS, Wyandanch Plaza Park is a proposed Town of Babylon park, 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 Town of Babylon, has petitioned and requested the Administrative Head of the District for permission to discharge One Thousand Seven Hundred Fifty gallons per day (1,750 GPD) of wastewater, and

WHEREAS, it has been determined by the Administrative Head of the District that the District has wastewater treatment capacity (One Thousand Seven Hundred Fifty 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 34-2015) 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 to 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:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1775

1. **Type of Legislation**

Resolution X Local Law _____ Charter Law _____

2. **Title of Proposed Legislation**

RESOLUTION NO. -2015, AUTHORIZING EXECUTION OF AN AGREEMENT BY THE ADMINISTRATIVE HEAD OF SCSD NO. 3 - SOUTHWEST WITH THE TOWN OF BABYLON (WYANDANCH PLAZA PARK - 1477.1-011).

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 Town of Babylon (Wyandanch Plaza Park - 1477.1-011) seeking permission to discharge 1,750 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 11-2010, 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	August 20, 2015

SCIN FORM 175b (10/95) Theresa Lollo Budget Office 9/15/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1775

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1775

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

2015 Intergovernmental Relations Memorandum of Support

Title of Bill:

RESOLUTION NO. -2015, AUTHORIZING EXECUTION OF AN AGREEMENT BY THE ADMINISTRATIVE HEAD OF SCSD NO. 3 - SOUTHWEST WITH THE TOWN OF BABYLON (WYANDANCH PLAZA PARK - 1477.1-011).

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 Town of Babylon (Wyandanch Plaza Park - BA-1477.1-011) seeking permission to discharge 1,750 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: Wyandanch Plaza Park **Project No.:** 1477.1-011

1775

RESOLUTION SUBMITTAL SHEET

Capital Project	NA	Legislative Districts	15th
Operating Fund	NA	Federal Aid %	NA
Other		State Aid %	NA

Complete description of why we are asking for resolution; if aided, state status of aid

To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No.3 - Southwest with the Town of Babylon (Wyandanch Plaza Park - 1477.1-011) seeking permission to discharge 1,750 GPD.

Previous resolution (list previous resolution for the same work)

Resolution Number	Purpose	Amount
NA	NA	Na

Amounts being requested		Current Funding	
Planning	0	Planning	0
Site	0	Site	0
Construction	0	Construction	0
Land	0	Land	0
F&E	0	F&E	0

Project Status				
Est. planning completion	NA		Design consultant	
Est. construction start			Contractor	
Est. construction completion				

State required offsets, their Legislative Districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue

Offset	Leg. District	Comments
NA		

COUNTY OF SUFFOLK

1775

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: August 20, 2015

Subject: **RESOLUTION NO. -2015, AUTHORIZING EXECUTION OF AN AGREEMENT, PURSUANT TO LOCAL LAW 11-2010, BY THE ADMINISTRATIVE HEAD OF SCSD NO. 3 - SOUTHWEST WITH THE TOWN OF BABYLON (WYANDANCH PLAZA PARK - 1477.1-011) (WYANDANCH RISING)**

Attached is a draft resolution filed as **Reso DPW SA 34-2015 Wyandanch Plaza Park (1477.1-011)** and appropriate forms with the backup filed as **Backup-Reso DPW SA 34-2015 Wyandanch Plaza Park (1477.1-011) 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 Town of Babylon (Wyandanch Plaza Park - 1477.1-011) (Wyandanch Rising).

Project Facts:

Type/units:	Park	Flow: (GPD)	1,750
Groundwater Zone:	I	SEQRA:	Yes
SCTM #:	0100-04000-0200-048012	Area:	0.98±
SCSD:	No. 3 - Southwest	Legislative District:	15th
	Wyandanch Rising		

GA:JD:cap

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Katie Horst, 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

1776

Intro. Res. No. - 2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING PLANNING FUNDS IN CONNECTION WITH CONSTRUCTION OF THE RIVERSIDE TRAFFIC CIRCLE (CP 5557)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Construction of the Riverside Traffic Circle which encompasses intersection improvements at CR 94, Nugent Drive and at CR 51 and CR 63/CR 104/SR 24; and

WHEREAS, sufficient funds are not included in the 2015 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 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 County Legislature, by resolution of even date herewith, has authorized the issuance of $150,000 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-six (56) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete intersection improvements on CR 94, Nugent Drive, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the 2015 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5519
Project Title: Improvements to CR 35, Park Avenue

	Total Est'd Cost	Current 2015 Capital Budget & Program	Revised 2015 Capital Budget & Program
1. Planning and Design			

	$150,000	$300,000B	$150,000B
TOTAL	$150,000	$300,000	$150,000

Project No.: 5557
Project Title: Construction of the Riverside Traffic Circle

1. Planning and Design	Total Est'd Cost	Current 2015 Capital Budget & Program	Revised 2015 Capital Budget & Program
	$150,000	$0	$150,000B
TOTAL	$750,000	$0	$150,000

and be it further

5th **RESOLVED**, that the proceeds of $150,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5557.112 (Fund 001 Debt Service)	50	Construction of the Riverside Traffic Circle	$150,000

Date:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1776

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2015, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING PLANNING FUNDS IN CONNECTION WITH CONSTRUCTION OF THE RIVERSIDE TRAFFIC CIRCLE (CP 5557)

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 SSPRING OF 2016 AND DEBT SERVICE WILL COMMENCE SPRING 2017. THERE IS NO FISCAL IMPACT IN 2015 OR 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2015 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		September 15, 2015

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1776

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$33,128**	**$0.06**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$33,128**	**$0.06**		$0.000

**** The Estimated 2017 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1776

Term of Bonds	5
Amount to Bond:	$150,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2016					
5/1/2017	3.000%	$28,028.17	$5,100.00	$33,128.17	$33,128.17
			$2,073.52	$2,073.52	
5/1/2018	3.000%	$28,981.13	$2,073.52	$31,054.65	$33,128.17
			$1,580.84	$1,580.84	
5/1/2019	3.000%	$29,966.49	$1,580.84	$31,547.33	$33,128.17
			$1,071.41	$1,071.41	
5/1/2020	4.000%	$30,985.35	$1,071.41	$32,056.76	$33,128.17
			$544.66	$544.66	
5/1/2021	4.000%	$32,038.85	$544.66	$32,583.51	$33,128.17
5/1/2022		$150,000.00	$15,640.87	$165,640.87	$165,640.87
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					
5/1/2034					

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

1716

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1776

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
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To be completed by the Executive Budget Office

1776

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2015 Capital Budget and Program and Appropriating Funds in Connection with Intersection Improvements on CR 94, Nugent Drive, Towns of Riverhead and Southampton (CP 5557)

PURPOSE OR GENERAL IDEA OF BILL: This funding is required to complete final design of the Riverside round-about.

SUMMARY OF SPECIFIC PROVISIONS: An offset is required and has been identified in CP 5519 (Improvements to CR 35, Park Avenue), as only a portion of the adopted 2015 amount is required to complete the current phase of the project.

JUSTIFICATION: This will enable the consultant engineer to complete final design of the round-about.

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

1776

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: August 27, 2015

RE: Amending the 2015 Capital Budget and Program and Appropriating Funds in Connection with Intersection Improvements on CR 94, Nugent Drive, Towns of Riverhead and Southampton (CP 5557)

Attached is a draft resolution to appropriate the sum of $150,000 for engineering in connection with the above referenced project. There are no funds included in the 2015 Capital Budget and Program for this work and, as such, an offset must be provided. It is our intent to utilize $150,000 from CP 5519 (Improvements to CR 35, Park Avenue from CR 11, Pulaski Road to NYS Route 25A), as only a portion of the adopted 2015 budget is needed to complete the present phase of this project.

This funding is for intersection improvements on CR 94, Nugent Drive at CR 63, Old Moriches-Riverhead Road/CR 104, Quogue-Riverhead Road/SR 24, Flanders Road and CR 51, East Moriches-Riverhead Road, also known as the Riverside round-about. These funds will enable the consultant to progress to final design of the round-about.

The Suffolk County Council on Environmental Quality has reviewed these types of planning projects and has determined they constitute a Type II action, as SEQRA laws authorize 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.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5557(CR94).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

COUNTY OF SUFFOLK

1776

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: September 15, 2015

RE: Amending the 2015 Capital Budget and Program and Appropriating Planning Funds in Connection with Construction of the Riverside Traffic Circle (CP 5557)

Attached is a draft resolution to appropriate the sum of $150,000 for engineering in connection with the above referenced project. There are no funds included in the 2015 Capital Budget and Program for this work and, as such, an offset must be provided. It is our intent to utilize $150,000 from CP 5519 (Improvements to CR 35, Park Avenue from CR 11, Pulaski Road to NYS Route 25A), as only a portion of the adopted 2015 budget is needed to complete the present phase of this project.

This funding is for intersection improvements on CR 94, Nugent Drive at CR 63, Old Moriches-Riverhead Road/CR 104, Quogue-Riverhead Road/SR 24, Flanders Road and CR 51, East Moriches-Riverhead Road, also known as the Riverside round-about. These funds will enable the consultant to progress to final design of the round-about.

The Suffolk County Council on Environmental Quality has reviewed these types of planning projects and has determined they constitute a Type II action, as SEQRA laws authorize 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.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5557(CR94).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

Introductory Resolution No. 1777 - 15 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 JAMES ALBRECHT AND DENISE ALBRECHT, HIS WIFE (SCTM NO. 0100-155.00-01.00-097.000)

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

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 155.00 Block 01.00 Lot 097.000 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 CP 283 and described as follows, known and designated as part of Sherbrooke Road in Block 15 on a certain map entitled "Map of Colonial Park", and filed in the Office of the Clerk of the County of Suffolk on June 4, 1906 as Map No. 125; and

WHEREAS, in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, James Albrecht and Denise Albrecht, his wife, have made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $4,500.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described being in size approximately 25' x 101' has been appraised at $4,500.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Assistant Director of Real Estate, has received and deposited the sum of $4,500.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land, now, be it therefore,

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 the 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 deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any habitable structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. THIS covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them; and be it further,

3rd **RESOLVED**, that the Assistant Director of Real Estate, and his or her designee, be and he or she hereby is authorized to execute and acknowledge a, Bargain & Sale Deed to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said James Albrecht and Denise Albrecht, residing at 4 Leibrock Avenue, Lindenhurst, New York 11757.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building
100 Veterans Memorial Highway - 2nd Floor
Post Office Box 6100
Hauppauge, New York 11788

1777

SUMMARY STATEMENT

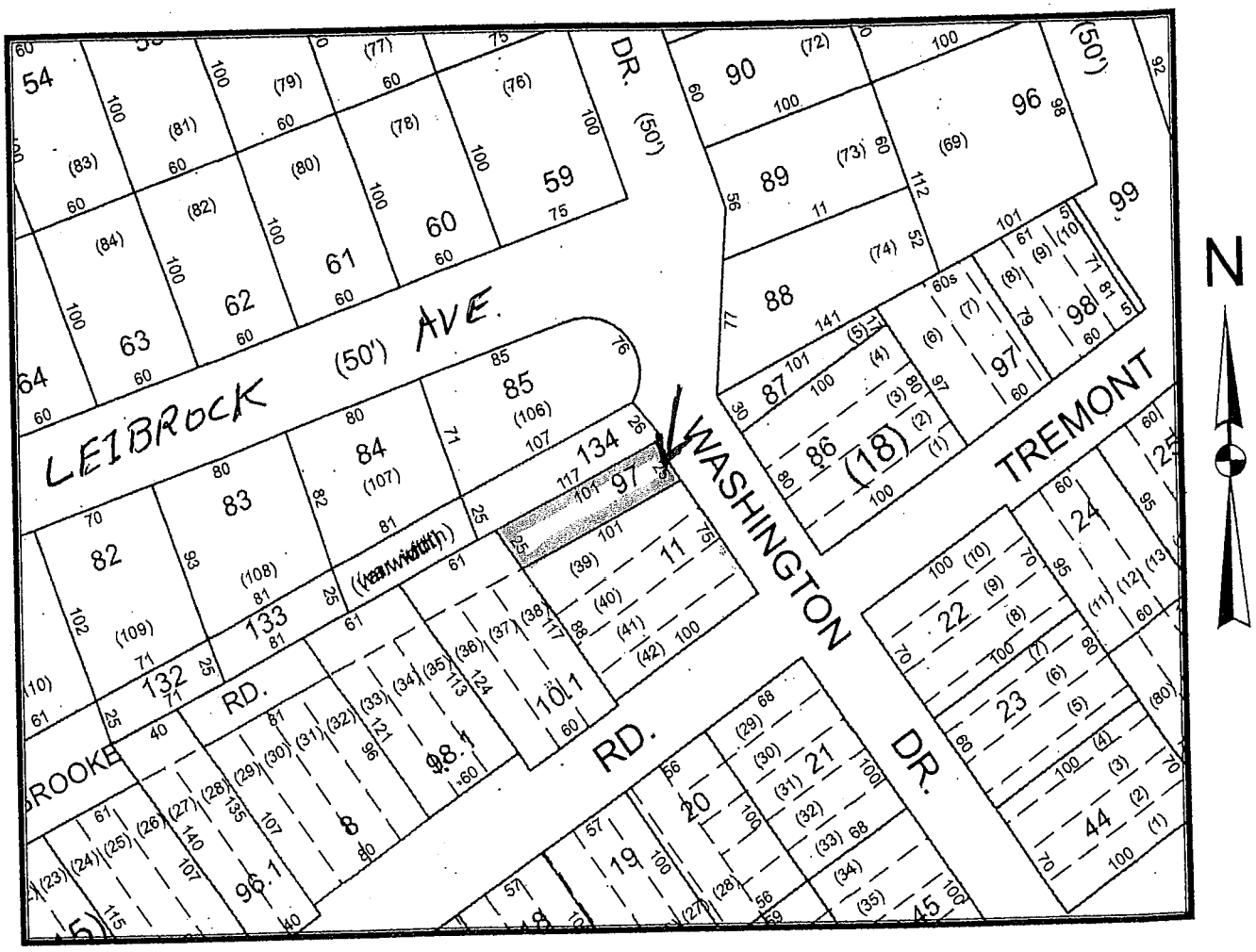
DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0100-155.00-01.00-097.000

ADJOINING OWNER	BID	BID	BID
James Albrecht and Denise Albrecht 4 Leibrock Avenue Lindenhurst, New York 11757 0100-133.00-04.00-134.000	$4,500.00		
Bryan Collins 265 Tremont Road Lindenhurst, New York 11757 0100-155.00-01.00-010.001	$0		
John Saramma & John Mathai 19 Washington Drive Lindenhurst, New York 11757 0100-155.00-01.00-011.000	$0		

SIZE OF PARCEL: 25' x 101'
APPRAISED VALUE: $4,500.00
COMMENT: Direct Sale to Adjacent Owner

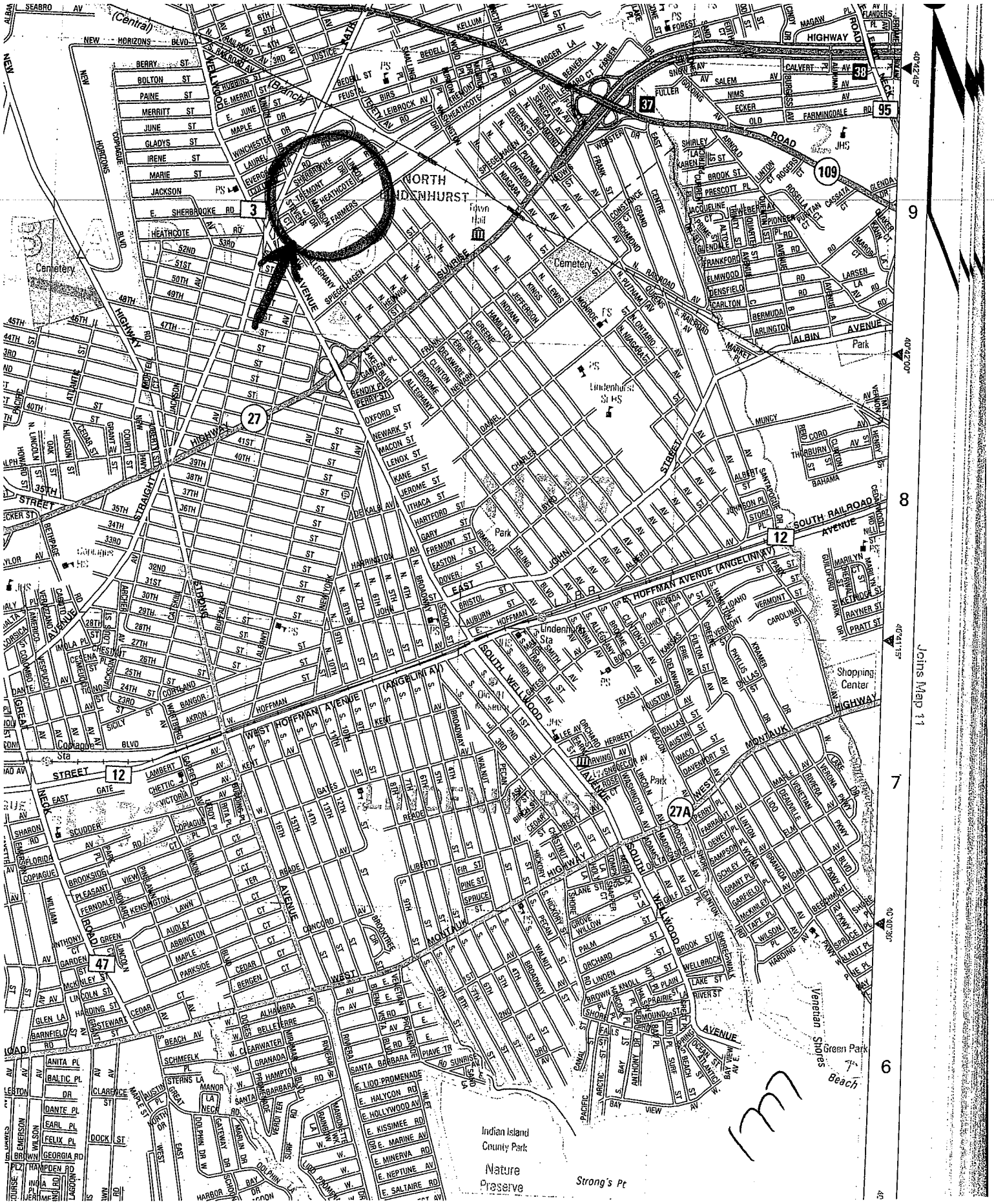
Wayne R. Thompson
Property Manager
(631) 853-5971

177



TM # 0100-155.00-01.00-097.000

1777



TM# 0100-155.00-01.00-097.000

1777

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law _X_ Charter Law _____

2. Title of Proposed Legislation

   SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 JAMES ALBRECHT AND DENISE ALBRECHT, HIS WIFE (SCTM NO. 0100-155.00-01.00-097.000)

3. Purpose of Proposed Legislation

   Convey County owned parcel to adjacent 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?

   _X_ 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.
   Income from sale.

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

   Unknown

8. Proposed Source of Funding

   None

9. Timing of Impact

   2015

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

    R.J. Bhatt
    Land Management Specialist

    R.J. Bhatt — 9/9/15

    9/25/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1777

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1777

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

September 8, 2015

Jon Schneider
Deputy County Executive
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0100-155.00-01.00-097.000

Dear Mr. Schneider:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Wayne R. Thompson
Real Property Manager
Division of Real Property Acquisition and Management

JRN:WRT:slb
Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy of Resolution to:
CE Reso Review, (electronic copy)

1778

Intro. Res. No. -2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, AMENDING THE 2015 OPERATING BUDGET BY ACCEPTING AND APPROPRIATING $974,339 IN 100% FUNDING FROM NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) FOR YOUTH SERVICES

WHEREAS, the New York State Office of Children and Families instituted a new procedure for the disbursement of State Aid to the local government entities; and

WHEREAS, previously, towns and villages would submit vouchers directly to the State in order to secure State Aid reimbursement; and

WHEREAS, the new procedure will now require the County to assume the primary responsibility of processing and submitting the reimbursement claims on behalf of the towns and villages; and

WHEREAS, in doing so, the County will reimburse the towns and villages while OCFS will, in turn, reimburse the County; now, therefore be it

1st RESOLVED, these funds are not currently included in the 2015 Suffolk County Operating Budget; and be it further

2nd RESOLVED, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate $974,339 in State funds as follows:

REVENUES:	AMOUNT
001-3820 Youth Programs – State Aid	$974,339

ORGANIZATIONS:

Department of County Executive (EXE)
Division of Community Services
001-EXE-7326-4980

ACTIVITY	AGENCY NAME	2015 MODIFIED
JSQ1	Town of Babylon	+$185,394
JSR1	Town of Brookhaven	+$296,520
JSS1	Town of Huntington	+$153,257
JST1	Town of Islip	+$195,091
JSU1	Town of Riverhead	+$ 31,324
JSV1	Town of Shelter Island	+$ 1,216
JSW1	Town of Smithtown	+$ 51,265
JSX1	Town of Southampton	+$ 29,167
JSY1	Town of Southold	+$ 20,500
JSZ1	Village of Amityville	+$ 1,473
JTA1	Village of Belle Terre	+$ 1,216
JTB1	Village of Lindenhurst	+$ 4,268
JTC1	Village of Ocean Beach	+$ 1,216
JTE1	Village of Port Jefferson	+$ 1,216
JTF1	Village of Saltaire	+$ 1,216

and be it further

3rd RESOLVED, 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:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1778

1. Type of Legislation Resolution ___X___ Local Law_____ Charter Law_____		
2. Title of Proposed Legislation AMENDING THE 2015 OPERATING BUDGET BY ACCEPTING AND APPROPRIATING $974,339 IN 100% FUNDING FROM NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) FOR YOUTH SERVICES		
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 5 is "yes", Provide Detailed Explanation of Impact		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. TO ACCEPT $974,339 IN STATE AID FROM OCFS		
8. Proposed Source of Funding 100% STATE FUNDS		
9. Timing of Impact UPON ADOPTION		
10. Typed Name & Title of Preparer PATRICK POLICASTRO YOUTH SERVICES COORDINATOR	11. Signature of Preparer	12. Date September 18, 2015

SCIN FORM 175b (10/95)

Suzanne Martin 9-22-15

Suzanne MARTIN
Pr. Budget Examiner

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1778

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1778

OFFICE OF THE COUNTY EXECUTIVE

H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Roderick A. Pearson
EXECUTIVE DIRECTOR
YOUTH BUREAU
(631) 853-8270

Jon Schneider, Deputy County Executive
Office of the Suffolk County Executive
H. Lee Dennison Building - 12th Floor
P.O. Box 6100
Hauppauge, New York 11788

September 18, 2015

Re: Proposed Resolution to Amend the 2015 Operating Budget By Accepting and Appropriating $974,339 in 100% Funding from NYS OCFS for Youth Services

Dear Mr. Schneider:

This letter serves to request that the enclosed Resolution be submitted to the Suffolk County Legislature for their approval at their next meeting on October 6, 2015 or as soon as possible.

The purpose of this Resolution is to amend the 2015 Suffolk County Operating Budget by accepting and appropriating $974,339.00 in 100% funding from the New York State Office of Children and Family Services (OCFS) for Youth Services.

In addition, it is respectfully requested that this Resolution be expedited pursuant to **Local Law 40**, which allows for resolutions being submitted to accept and appropriate grant funds to be voted on without going to committee. The approval of this Resolution by the County Legislature is only the first step of an entire process of appropriating all of this State Aid to all of the various (fifteen (15)) municipalities involved, which process must be completed by December 31, 2015. Accordingly, the highly time-sensitive nature of this Resolution makes the invocation of Local Law 40 imperative.

Also enclosed herewith are the Request for Introduction (SCIN 175a), the Financial Impact Statement (SCIN 175b) and a copy of the email from NYS OFCS confirming this 2015 State Aid.

An e-mail version of this Resolution was also sent to CE RESO REVIEW and the file name is "Reso-Youth Bureau-2015 NYS OCFS Funding". The backup documents included with that submission are within files named "Backup-Youth Bureau-2015 NYS OCFS Funding-SCIN175a", "Backup-Youth Bureau-2015 NYS OCFS Funding-SCIN175b" and "Backup-Youth Bureau-2015 NYS OCFS Funding-2015 NYS Final Amounts".

Thank you for your prompt attention to this matter. Should any questions arise, or should any additional information be necessary, please do not hesitate to contact me at (631) 853-8269.

Very truly yours,

Patrick Policastro,
Suffolk County Youth Bureau

cc: Luis Montes, Assistant Deputy County Executive

PP:ww
encls.

1779

Intro. Res. No. -2015 Laid on Table 10/6/15

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

RESOLUTION NO. -2015, A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND ISSUING AN ORDER IN RELATION TO THE INCREASE AND IMPROVEMENT OF FACILITIES FOR SEWER DISTRICT NO. 11 – SELDEN (CP 8117)

WHEREAS, pursuant to New York County Law Section 268, the Suffolk County Sewer Agency has prepared and submitted to the Legislature of the County of Suffolk, New York maps, plans, recommendations and cost estimates pertaining to an increase and improvement to facilities at Suffolk County Sewer District No. 11 – Selden; and

WHEREAS, such maps, plans, recommendations and cost estimates addressed increases and improvements related to, among other things, improvements to the sewer system for Suffolk County Sewer District No. 11 - Selden; and

WHEREAS, these maps, plans, recommendations and cost estimates accompanied Suffolk County Resolution No. 598-2015 and are attached to this Resolution and Order as Exhibit A; and

WHEREAS, the total estimated cost for the increases and improvements to Suffolk County Sewer District No. 11 – Selden is $1.25 million; and

WHEREAS, this cost will be financed utilizing sewer district serial bonds but there will be no fiscal impact caused to the benefited properties in said District as a direct result of the cost of the increases and improvements inasmuch as, pursuant to the ASRF, all property owners in Suffolk County sewer districts experience a 3% annual increase regardless of any increases or improvements performed; and

WHEREAS, in the case of the property owners in Suffolk County Sewer District No. 11 – Selden, the annual 3% ASRF increase will result in an increase of approximately $12.32 to the typical property within the District, regardless of the increase or improvement to facilities; and

WHEREAS, pursuant to Suffolk County Resolution No. 598-2015 and New York County Law Section 254, the Clerk of the Legislature did duly cause a Notice of Public Hearing regarding such increases and improvements to Suffolk County Sewer District No. 11 – Selden to be published at least once in each of the official newspapers of the County and proof thereof has been presented to the County Legislature; and

WHEREAS, pursuant to such Notice of Public Hearing, a public hearing was held by the Legislature of the County of Suffolk in Hauppauge, New York in said County on July 28, 2015 at 2:30 p.m., Prevailing Time; and

WHEREAS, said County Legislature has duly considered the map, plan, recommendations, and estimate of cost for the increases and improvements to Suffolk

County Sewer District No. 11 – Selden, as well as evidence given at the public hearing held on July 28, 2015; now therefore be it

1st **RESOLVED,** by the Legislature of the County of Suffolk, New York, as follows:

Section 1. Upon evidence presented at the aforesaid public hearing and after due consideration of the maps, plans, reports, recommendations, and estimate of costs filed with the Legislature of the County of Suffolk and attached to this Resolution and Order as Exhibit A, it is hereby found and determined that the total cost for the increases and improvements to Suffolk County Sewer District No. 11 – Selden shall be set at a maximum of $1.25 million, which shall be financed using sewer district serial bonds.

Section 2. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid maps, plans, reports, recommendations and estimate of costs it is hereby found and determined that the increases and improvements to Suffolk County Sewer District No. 11 – Selden, as set forth in such maps, plans, reports, recommendations and estimate of costs, are necessary, convenient, and desirable.

Section 3. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid maps, plans, reports, recommendations and estimate of costs, it is hereby further found and determined that the proposed work involving the increases and improvements to Suffolk County Sewer District No. 11 – Selden is adequate and appropriate and the cost thereof will not constitute an undue burden on the properties in said District and that no properties in said District will be excluded from the benefit of the increases and improvements.

Section 4. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid maps, plans, reports, recommendations, and cost estimates, it is further found and determined that it is in the public interest to expend a maximum amount of $1.25 million on the increases and improvements to Suffolk County Sewer District No. 11 – Selden as set forth in such maps, plans, reports, recommendations and estimate of costs.

2nd **RESOLVED**, IT IS HEREBY ORDERED, by the Legislature of the County of Suffolk as follows:

Section 1. The increase and improvements to Suffolk County Sewer District No. 11 – Selden, as more particularly described in the maps, plans, reports, recommendations, and estimate of costs attached as Exhibit A, are hereby approved.

Section 2. Upon the effective date of this Resolution and Order, the Suffolk County Department of Public Works and the Administrative Head of Suffolk County Sewer District No. 11 – Selden are hereby authorized and directed to carry out the increases and improvements to said District as more particularly described in the maps, plans, reports, recommendations and estimate of costs attached as Exhibit A.

Section 3. The Clerk of this Legislature is hereby authorized and directed to cause a certified copy of this Resolution and Order to be recorded in the Office of the Clerk of the County of Suffolk, New York, within ten days of the effective date of this Resolution and Order in accordance with the provisions of New York County Law Section 259.

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 Title 6 NYCRR Part 617.5 (c)(20) and (27) as the proposal involves the adoption of regulations, policies, procedures, and local legislative decisions in connection with routine or continuing agency administration and management.

4th **RESOLVED,** that this resolution shall take effect immediately.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1779

Exhibit 'A'

COUNTY OF SUFFOLK

1779

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

April 3, 2015

Honorable DuWayne Gregory, Presiding Officer
Suffolk County Legislature
725 Veterans Memorial Hwy
Smithtown, NY 11787

RE: **Proposed Increase and Improvement to the Facilities of Suffolk County Sewer District No. 11 – Selden (CP 8117)**

Presiding Officer Gregory:

In connection with the above captioned matter, I herewith submit to you a report together with the recommendations relative thereto. Pursuant to Article 5-A of New York State County Law, we have requested a resolution calling for a public hearing. The Adopted Capital Program & Budget contains serial bonds in 2015. This report will address the impact of the project. The cost of this project is $1.25 million when amortized, will exceed the 3% stabilized cap. The project involves the repair and replacement in-kind of sanitary sewers in Sewer District No. 11.

If you wish any further information or details, please contact John Donovan, P.E., Chief Engineer, Division of Sanitation, at 631-852-4204.

Sincerely,
Darnell Tyson for Gil Anderson
Gilbert Anderson, P.E.
Commissioner
Administrative Head of
Suffolk County Sewer District No. 11

GA:BW:ni
Attachment
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Jon Schneider, Deputy County Executive
Philip Berdolt, Deputy Commissioner, Public Works
Joanne Minieri, Commissioner of Economic Development
Debra Kolyer, Principal Financial Analyst
Jessica Hogan, County Attorney
Robert Braun, County Attorney
Suffolk County Legislators
John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
H:\SANITATION\Sewer-districts\sd11 - Selden\CP 8117 2015\ga-bw4-3-15 sd11 Selden CP 8117 Ltr to SC Leg DGregory.doc

1779

COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS

Report and Recommendations for the Proposed Improvements to the Facilities of

SUFFOLK COUNTY

SEWER DISTRICT NO. 11 - SELDEN

(CP 8117)

GILBERT ANDERSON, P.E.
COMMISSIONER

APRIL 2015

1779

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Exhibit B	B-1
Exhibit C	C-1
Exhibit D	D-1

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General Description

Suffolk County Sewer District No. 11 - Selden is located in the unincorporated hamlets of North Selden, Coram, Terryville, and Mount Sinai in the Town of Brookhaven, County of Suffolk, New York. The district covers an area of approximately ten square miles and lies in the center of the Town. Exhibit 'A' depicts the district boundaries.

Historical Background

Pursuant to Section 270 of Article 5A of the County Law, Suffolk County Sewer District No. 11 - Selden was established by Suffolk County Legislative Resolution No. 1029-1977 effective November 17, 1977. After receiving the approvals from all the necessary governmental agencies, the sewage treatment plant and collection system which had been owned by a transportation corporation known as Selden Sanitary Corp. was acquired by the District on January 16, 1978.

The original treatment plant was built to treat sewage flows from 1,200 homes with a design average daily flow of 360,000 gallons per day. Four expansions have taken place in 1972, 1973, 1992, and 2005. The plant's capacity has been increased to 2.36 mgd with tertiary treatment available to meet groundwater standards in 2005.

Technical Considerations

The existing sewage conveyance system includes approximately 20 miles of gravity sewers and 23 pumping stations with force mains. The sewers range in size from 8" to 18" in diameter. The force mains are 4" to 12" in diameter. The pumping stations range in capacity from 100 gallons per minute to 1,500 gallons per minute. The majority of this system was installed 30 to 40 years ago with some of the material being asbestos cement which is more subject to deterioration than the newer materials. This project is to rehabilitate and replace portions of the gravity and force main piping that has experienced problems in the past and has led to emergency response and overtime costs. The project will have funding available in 2015. Engineering assistance is necessary for a portion of the work with a combination of bid projects with contractor assistance and in-house construction will take place.

Environmental Approval

A presentation was made to Suffolk County Council on Environmental Quality to describe the proactive approach taken to improve the conveyance system. A determination was made that the project was a Type II and a resolution was adopted by the County Legislature as lead agency and is attached as Exhibit 'B'.

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Improvement Costs

The Adopted Capital Program and Budget has $1.25 million identified in 2015. This level of funding is anticipated to address the problems that are currently identified. Extending the useful life of the deteriorated portions of the sewage conveyance system will reduce the potential for an emergency response which often occurs in non-working hours and, therefore, on an overtime basis. A planned and proactive approach is more efficient in resolving the problem. Exhibit 'C' includes a project schedule.

Proposed Financial Plan

The district is ad valorem and has two zones of assessment. Additionally, it has a small portion of land which is tax exempt and, therefore, pays only for capital costs. The new capital improvements will affect all the lands assessed for capital costs and, therefore, the new bond issue will be paid by all lands in the district on a pro-rata basis according to the ad valorem assessments along with those connections that are outside the boundaries and under contract with the County.

The Adopted Capital Program and Budget includes $1,250,000 in 2015. A comparison of the Assessment Stabilization Reserve Fund to amortization of sewer district serial bonds is made. The actual increase in annual sewer charge will be the ASRF - 3%. In order to establish what the cost is to the district, the debt service schedule for the appropriation was evaluated. The scheduling of the project indicates that the year following the appropriation would be the year where the first payment will be paid assuming the level debt concept continues. Following this sequence for the appropriation, the maximum amount in any one year is level and during 2016 is $90,312.45. In evaluating the impact of this rate, two factors are important, that being the use of the Assessment Stabilization Reserve Fund that increases the rate by 3% per year regardless of any project that is initiated. The second element is a comparison to the mode assessed value within the district along with the total district assessed valuation. Likewise, the maximum repayment with an unsubsidized concept can be compared to these values.

As indicated above, a proactive approach will reduce overtime costs. Aside from this factor, there is no other impact on the operating budget and, therefore, it is assumed not to change because of the project.

The financing currently utilized for the County sewer district capital projects is 4% over 20 years. It is assumed that this financing concept will be utilized. As can be seen in Exhibit 'D' the

1779

Financial Evaluation, the typical property is paying approximately $410 per year during 2015 and with a 3% increase per year the 2016 rate would be nearly $423 per year. If no subsidy was available, the current cost of $410 would increase to $426 during 2016. The conclusion is that regardless of any concept used, the current law stipulates that a 3% increase per year would be applied to the district and, therefore, the rate will increase by that amount reaching nearly $423 during 2016.

Conclusions and Recommendations

As has been indicated above, the District's sewage conveyance facilities are in need of the recommended improvements. The current condition is inefficient due to the need for an emergency response to failure and the use of overtime labor or contractor service at a premium cost. Implementation of the project will reduce the cost of emergency response to failure. The rate, however, will continue to rise by 3% per year in order to have the ASRF available to stabilize the rate.

I respectfully recommend that authorization be given to proceed immediately.

Respectfully submitted,

Darnell Tyson for Gil Anderson

Gilbert Anderson, P.E.
Commissioner of Public Works
and Administrative Head of
Suffolk County Sewer District
No. 11 - Selden

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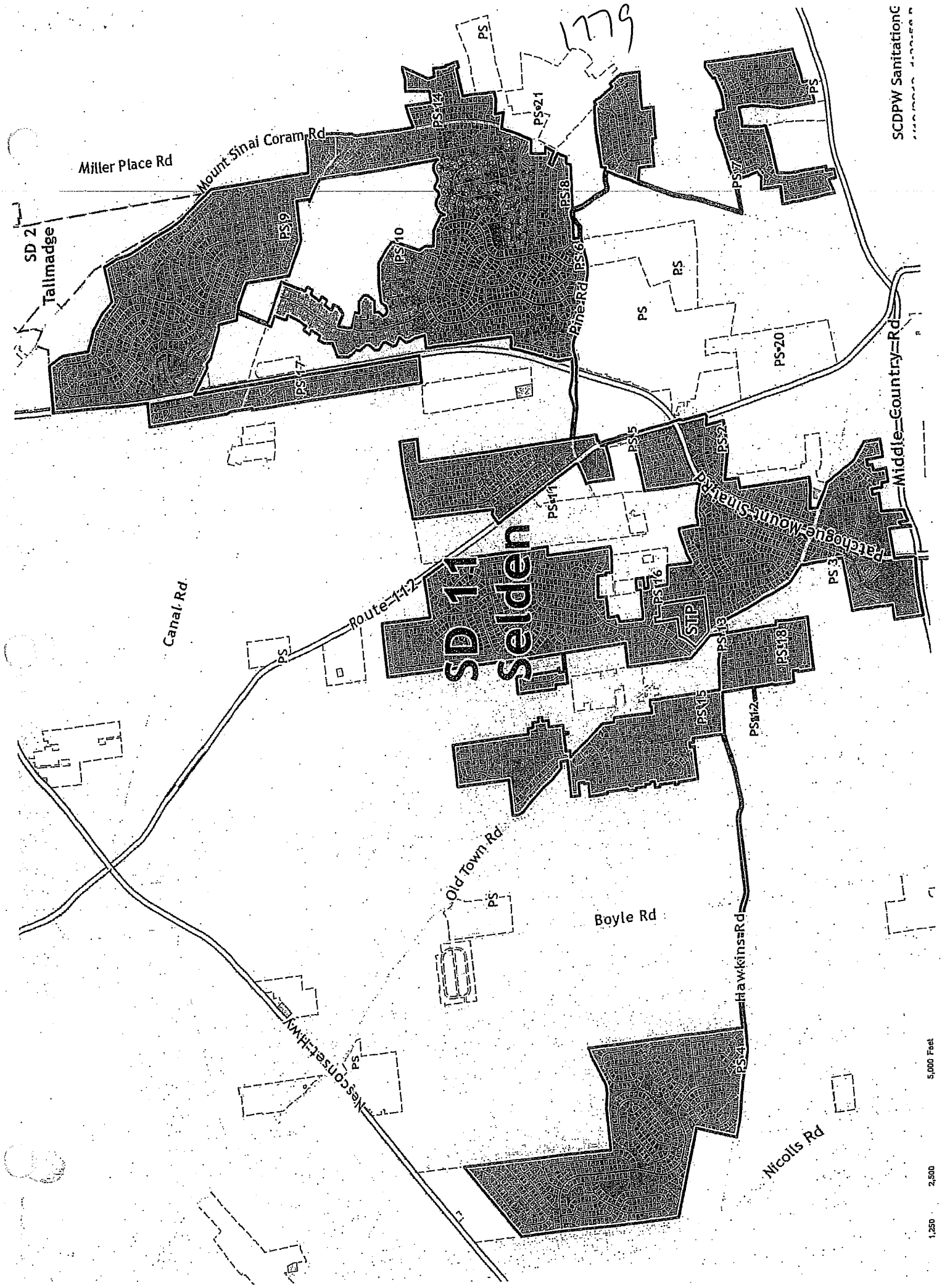
1779

EXHIBIT A



1779
SD 2
Tallmadge
Miller Place Rd
Mount Sinai Coram Rd
PS 9
PS 10
PS 14
PS 21
PS 8
PS 6
PS 7
PS
Pine Rd
PS 17
PS 20
Middle Country Rd
PS 5
PS 2
PS 11
Patchogue Mount Sinai Rd
PS 3
SD 11
Selden
Route 112
Canal Rd
PS 16
STP
PS 13
PS 18
PS 15
PS 12
Old Town Rd
Boyle Rd
Hawkins Rd
Nesconset Hwy
PS 4
Nicolls Rd
SCDPW Sanitation
1,250
2,500
5,000 Feet

1779

EXHIBIT B

1779

Intro. Res. No. 1607-2012
Introduced by Presiding Officer

Laid on Table 6/5/2012

RESOLUTION NO. -2012, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED IMPROVEMENTS TO SEWER DISTRICT NO. 11 - SELDEN (CP 8117), TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Improvements to Sewer District No. 11 – Selden (CP 8117), Town of Brookhaven", pursuant to Section 6 of Local Law No. 22-1985 which project involves replacing the portions of the sewage conveyance system prior to emergency response or failure; and

WHEREAS, at its May 16, 2012 meeting, the CEQ reviewed the information submitted by the Suffolk County Department of Public Works in connection with this project; and

WHEREAS, the CEQ recommended that the above activity be considered a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(1)(2)(20) and (27) and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated May 16, 2012 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, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore be it

1st **RESOLVED**, that this Legislature hereby determines that the Proposed Improvements to Sewer District No. 11 – Selden (CP 8117), Town of Brookhaven constitutes a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(1)(2)(20) and (27) and Chapter 450 of the Suffolk County Code, as the project involves the repair and/or replacement of facilities in-kind; 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(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

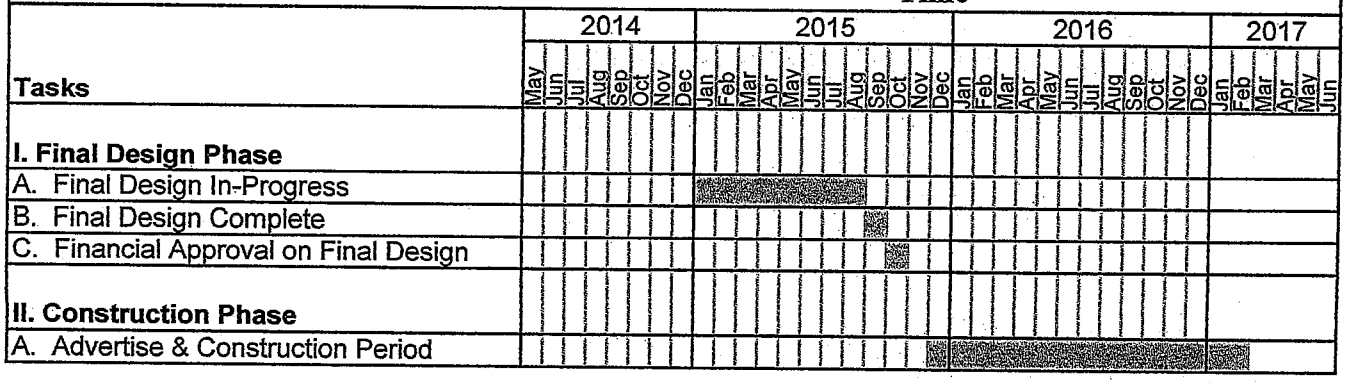
Date:

1779

EXHIBIT C

Sewer District No. 11 - Selden

CP 8117 - Sewers



9771

1779

EXHIBIT D

1779

Exhibit D
Sewer District No. 11 – Selden
Financial Evaluation

Project Cost $1.25 million

2015 Adopted Rate = $152.0688/$1,000 Assessed Value

Assessed

Mode Value = $2,700

2015 Charge = $152.0688/$1,000 x $2,700 = $410.58/year

Project Cost

1. Using ASRF @ 3% increase

   2016 charge = $410.58 x 1.03 = $422.90 (increase of $12.32/year)

2. Without ASRF – amortize @ 4%, 20 years,

   Annual debt service = $90,312.45

   Total district AV = 15,613,645

   Rate = $90,312.45/15,613.645 = $5.78/$1,000 AV

   Increase = $5.78/$1,000 x $2,700 = $15.61/year

   NYS Comptroller threshold 2015 = $4/household

Due to the use of the ASRF, there is no fiscal impact. The rate will increase by 3% regardless of the project.

SEWER DISTRICT RATES - 2015 ADOPTED

1779

IND	SEWER DISTRICT NO.	NAME	No.	EQUAL RATE	RATE TYPE	TAY PE	RATE PER $1000 ASSESSED VALUE	FULL EQUALIZED VALUE	OTHER	ANNUAL CONTRACTEE RATE	QUARTERLY CONTRACTEE RATE	QUARTERLY RATE
07	7	Medford		0.95%	Per 1000	D	209.9771	1.9948	N/A			
						M	0.0000	0.0000	N/A			
						T	**209.9771**	**1.9948**	N/A	220.48 PER 1000	5.51 PER 100	
08	8	Strathmore Ridge		0.95%	Per 1000	D	756.5736	7.1874	N/A			
						M	0.0000	0.0000	N/A			
						T	**756.5736**	**7.1874**	N/A			
09	9	College Park		0.95%	Per 1000	D	171.4938	1.6292	N/A			
						M	0.0000	0.0000	N/A			
						T	**171.4938**	**1.6292**	N/A	180.07 PER 1000	4.50 PER 100	
10	10	Stony Brook		0.95%	Per 1000	D	179.0645	1.7011	N/A			
						M	0.0000	0.0000	N/A			
						T	**179.0645**	**1.7011**	N/A			
		Stony Brook (Constr. only)			Per 1000	D	0.0000	0.0000	N/A			
						M	0.0000	0.0000	N/A			
						T	**0.0000**	**0.0000**	N/A			
	11	Selden (Zone A)		0.95%	Per 1000	D	152.0689	1.4447	N/A			
						M	0.0000	0.0000	N/A			
						T	**152.0689**	**1.4447**	N/A	159.67 PER 1000	3.99 PER 100	
		Selden (Zone B)			Per 1000	D	152.0688	1.4447	N/A			
						M	0.0000	0.0000	N/A			
						T	**152.0688**	**1.4447**	N/A	159.67 PER 1000	3.99 PER 100	
		Selden (Constr. only)			Per 1000	D	0.0000	0.0000	N/A			
						M	0.0000	0.0000	N/A			
						T	**0.0000**	**0.0000**	N/A			
2	12	Birchwood/Holbrook		0.95%	Per 1000	D	88.2532	0.8384	N/A			
						M	0.0000	0.0000	N/A			
						T	**88.2532**	**0.8384**	N/A	92.67 PER 1000	2.32 PER 100	
3	13	Windwatch	(B)	13.20%	% of Use	D	N/A	N/A	N/A			
						M	N/A	N/A	N/A			
						T	N/A	N/A	**593.00**	622.65	155.66	$ 148.25

1779

210 - One Family Year-Round Residence	2625
210 - One Family Year-Round Residence	2240
210 - One Family Year-Round Residence	2625
210 - One Family Year-Round Residence	2750
210 - One Family Year-Round Residence	2987
210 - One Family Year-Round Residence	2885
210 - One Family Year-Round Residence	2425
210 - One Family Year-Round Residence	2240
210 - One Family Year-Round Residence	2650
210 - One Family Year-Round Residence	3100
210 - One Family Year-Round Residence	2560
210 - One Family Year-Round Residence	2625
210 - One Family Year-Round Residence	2450
210 - One Family Year-Round Residence	3360
210 - One Family Year-Round Residence	2200
210 - One Family Year-Round Residence	2700
210 - One Family Year-Round Residence	2780
210 - One Family Year-Round Residence	2300
210 - One Family Year-Round Residence	2100
210 - One Family Year-Round Residence	2725
210 - One Family Year-Round Residence	3200
210 - One Family Year-Round Residence	2500
210 - One Family Year-Round Residence	2480
210 - One Family Year-Round Residence	2050
210 - One Family Year-Round Residence	2450
210 - One Family Year-Round Residence	2960
210 - One Family Year-Round Residence	2900
210 - One Family Year-Round Residence	2120
210 - One Family Year-Round Residence	2400
210 - One Family Year-Round Residence	2360
210 - One Family Year-Round Residence	2475
210 - One Family Year-Round Residence	2480
210 - One Family Year-Round Residence	2968
210 - One Family Year-Round Residence	1700
210 - One Family Year-Round Residence	2960

Sewer District #11 Selden Mode = 2700

1779

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

A resolution making certain findings and determinations and issuing an order in relation to the increase and improvement of facilities for Sewer District No. 11 – Selden (CP 8117).

3. Purpose of Proposed Legislation

To make certain findings and determinations for the wastewater collection system improvements for SCSD No. 11 – Selden.

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): Sewer District**
Library District	**Fire District**	

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

$1.25 million will be funded by the District residents using sewer district serial bonds, however, there is no fiscal impact due to the use of the ASRF.

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

8. Proposed Source of Funding Sewer District Serial Bonds and ASRF

9. Timing of Impact
2016

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Ben Wright, P.E. Principal Civil Engineer Sanitation	Ben Wright 9/16/15	9/11/15

SCIN FORM 175B (10/95)

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1779

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1779

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL – Making Certain Findings and Determinations and Issuing an Order in Relation to the Increase and Improvement of Facilities for Sewer District No. 11 – Selden (CP 8117).

PURPOSE OR GENERAL IDEA OF BILL – Making certain findings and determinations in relation to a public hearing as a prerequisite to requesting appropriations.

SUMMARY OF SPECIFIC PROVISIONS – Provides the findings of the public hearing on an improvement project and costs for SCSD #11 – Selden. Meets the requirements of NYS County Law, Article 5-A.

JUSTIFICATION – The findings of the public hearing will allow appropriations to be made in accordance with the adopted budget.

FISCAL IMPLICATIONS – Sewer district costs are stabilized by the ASRF. The annual increase of 3% is approximately $12.32 per home.

COUNTY OF SUFFOLK

1779

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

SUBJECT: **A Resolution Making Certain Findings and Determinations and Issuing an Order in Relation to the Increase and Improvement of Facilities for Sewer District No. 11 – Selden (CP 8117)**

DATE: September 11, 2015

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW CP 8117 - SD 11 – Selden Improvement 9-11-15 and backup filed as Backup-DPW CP 8117 - SD 11 – Selden Improvement 9-11-15 for the findings resolution of the increase and improvement of Sewer District No. 11 – Selden. The improvement project includes improvements to the sewer system. The total cost associated with the project is $1,250,000 which uses sewer district serial bonds.

We appreciate the resolution being laid on the table such that the appropriations can be adopted in 2015.

GA:BW:ni
Attachment
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Lynne Bizzarro, Esq., Chief Deputy County Attorney
Patricia Rouse, Esq., Assistant County Attorney
Charles Jaquin, Executive Assistant for Finance & Administration
Nick Paglia, Assistant Executive Analyst
John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
CE Reso Review
ga-bw9-11-15 Backup-DPW sd11 Selden Findings CP 8117 memo to JSchneider.doc

Suffolk County

General Obligation Serial Bonds
Level Debt

1779

Term of Bonds: 20
Amount to Bond: $1,250,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2016					
			$47,433.04	$90,312.45	$90,312.45
5/1/2017	3.000%	$42,879.41	$22,902.96	$22,902.96	
			$22,902.96	$67,409.49	$90,312.45
5/1/2018	3.000%	$44,506.54	$22,058.53	$22,058.53	
			$22,058.53	$68,253.92	$90,312.45
5/1/2019	3.000%	$46,195.40	$21,182.05	$21,182.05	
			$21,182.05	$69,130.40	$90,312.45
5/1/2020	4.000%	$47,948.35	$20,272.32	$20,272.32	
			$20,272.32	$70,040.13	$90,312.45
5/1/2021	4.000%	$49,767.82	$19,328.06	$19,328.06	
			$19,328.06	$70,984.39	$90,312.45
5/1/2022	4.000%	$51,656.33	$18,347.97	$18,347.97	
			$18,347.97	$71,964.48	$90,312.45
5/1/2023	4.000%	$53,616.50	$17,330.70	$17,330.70	
			$17,330.70	$72,981.75	$90,312.45
5/1/2024	4.000%	$55,651.06	$16,274.82	$16,274.82	
			$16,274.82	$74,037.63	$90,312.45
5/1/2025	4.000%	$57,762.82	$15,178.87	$15,178.87	
			$15,178.87	$75,133.58	$90,312.45
5/1/2026	4.000%	$59,954.71	$14,041.34	$14,041.34	
			$14,041.34	$76,271.11	$90,312.45
5/1/2027	4.000%	$62,229.78	$12,860.64	$12,860.64	
			$12,860.64	$77,451.81	$90,312.45
5/1/2028	4.000%	$64,591.17	$11,635.14	$11,635.14	
			$11,635.14	$78,677.31	$90,312.45
5/1/2029	4.000%	$67,042.18	$10,363.13	$10,363.13	
			$10,363.13	$79,949.32	$90,312.45
5/1/2030	4.125%	$69,586.19	$9,042.86	$9,042.86	
			$9,042.86	$81,269.59	$90,312.45
5/1/2031	4.125%	$72,226.74	$7,672.48	$7,672.48	
			$7,672.48	$82,639.97	$90,312.45
5/1/2032	4.125%	$74,967.48	$6,250.11	$6,250.11	
			$6,250.11	$84,062.34	$90,312.45
5/1/2033	4.250%	$77,812.23	$4,773.76	$4,773.76	
			$4,773.76	$85,538.69	$90,312.45
5/1/2034	4.250%	$80,764.93	$3,241.39	$3,241.39	
			$3,241.39	$87,071.06	$90,312.45
5/1/2035	4.250%	$83,829.67	$1,650.87	$1,650.87	
			$1,650.87	$88,661.58	$90,312.45
5/1/2036	4.375%	$87,010.70			
		$1,250,000.00	$556,249.01	$1,806,249.01	$1,806,249.01

IR 1780-15 LOT 10/6/15

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO SECTION 72-h OF THE GENERAL MUNICIPAL LAW (TOWN OF BROOKHAVEN) (SCTM NO. 0200-389.00-01.00-016.000)

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

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 389.00 Block 01.00 Lot 016.000 and acquired by Tax Deed on November 3, 2011 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 5, 2011 in Liber 12647 at Page 724 and further corrected by deed dated February 3, 2011 from Angie M. Carpenter and recorded on February 8, 2011 in Liber 12650 page 636 described as follows, known and designated as all of Lots 123 to 125 and part of Lot 126 on a certain map entitled "Map of Stuyvesant Park, Plate No. 6", and filed in the Office of the Clerk of the County of Suffolk on December 17, 1908 as Map No. 659; and

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel being in size approximately 19' x 84' x variable (with a preliminary value range of $5,500.00 to $9,500.00) as described in Exhibit "A" annexed hereto; and

WHEREAS, as provided in Resolution No. 840-2004 and Resolution No. 412-2005, this Legislature has determined that retention of development rights for transfer and use to promote the development of workforce housing is a vital need of Suffolk County residents and an important public purpose of County government; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has approved the proposed transfer and use of said parcel; and

1st **RESOLVED**, that the Assistant Director of Real Estate, and/or his or her designee, hereby is authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions as hereinafter described to said Town of Brookhaven for the sum of $2,714.90; which is the amount of the County's investment plus the pro rata share of taxes, and be it further

2nd **RESOLVED**, that the County of Suffolk hereby transfer the above described property subject to it being sterilized for Open Space Purposes to protect the aquifer and water supply, which property shall be kept in its natural state in perpetuity, except for property maintenance activities as may be appropriate, to effectuate the declaration of covenants and restrictions, entered into by the Town of Brookhaven, without impairing the essential nature and open character of the premises and subject to use for open space and recreational purposes; and be it further

3rd **RESOLVED**, that pursuant to Section C12-2(A)(2)(c), this property is to be permanently sterilized by a deed restriction and must remain as open space and Workforce Housing Development Rights shall be severed herewith (0.50) Five Tenths of Workforce Housing Development Rights and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program Registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Economic Development and Planning, consistent with Resolution No. 412-2005, as amended and approved by the Suffolk County Executive and the Suffolk County Legislature; and be it further

4th **RESOLVED**, that said quitclaim deed tendered by the Assistant Director of Real Estate, and/or his or her designee, pursuant to this resolution, shall contain appropriate language that shall permanently sterilize the above-described parcel and sever the development rights for workforce housing purposes in accordance with the County's Workforce Housing Program; and be it further

5th **RESOLVED**, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for Open Space purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than Open Space purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for Open Space purposes; and be it further

6th **RESOLVED**, that said quitclaim deed issued by the Assistant Director of Real Estate, and /or her designee, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

7th **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 the 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. Sections 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)

DATED: _____

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

Exhibit "A"

1780

ADOPTED

BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 2015-0560
MEETING: AUGUST 6, 2015

AUTHORIZATION TO ACQUIRE A VACANT PARCEL OF SUFFOLK COUNTY OWNED LAND FOR OPEN SPACE PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW – THIRD STREET, EAST SETAUKET (SCTM 0200-389-01-16)

WHEREAS, Section 72-h of the General Municipal Law of the State of New York permits the sale of real property between municipal governments in the State of New York; and

WHEREAS, there is a vacant parcel of Suffolk County owned land located on Third Street, East Setauket, further identified as SCTM No. 0200-389.00-01.00-016.000 as shown on the attached map; and

WHEREAS, the Town of Brookhaven is interested in acquiring said parcel of real property for open space purposes for a total consideration not to exceed $2,714.90 plus pro-rata taxes at the time of closing; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed: 1) That the Grantee or any subsequent Grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises; 2) That the Grantee shall not sell, convey, transfer or otherwise dispose of the subject premises; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the restrictive covenants described above will run with the land and shall bind the heirs,

successors, and assigns of the Town of Brookhaven and in the event of any violation of the restrictive covenants stated above, the Deed conveying said parcels shall be void ab initio and title to the realty shall revert to the County of Suffolk; and

WHEREAS, the acquisition of said parcels pursuant to General Municipal Law Section 72-H, as an intergovernmental transfer, is a Type II action pursuant to NYCRR 617.5(c)(19) and, therefore, no further SEQRA review is required,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcel for open space purposes further identified as SCTM No. 0200-389.00-01.00-016.000 and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed $2,714.90 plus pro-rata taxes at the time of closing subject to the restrictive covenants and reverter provisions as stated above.

1780

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law No._____ Charter Law _____

2. Title of Proposed Legislation

SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-389.00-01.00-016.000)

3. Purpose of Proposed Legislation

Convey County owned parcel to the Town of Brookhaven for Municipal purposes

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?

__X__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

Loss of sale at public auction

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

Unknown

8. Proposed Source of Funding

Unknown

9. Timing of Impact

2015

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

R.J. Bhatt
Land Management Specialist

R.J. Bhatt — 9/10/15
9/25/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1780

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS..

To be completed by the Executive Budget Office

2015 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1780

TITLE OF BILL:

SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-389.00-01.00-016.000)

PURPOSE OR GENERAL IDEA OF BILL:

Sale to Town of 19' x 84' x variable vacant land approximately 0.27 acre for use in Open Space purposes.

SUMMARY OF SPECIFIC PROVISIONS:

Retention of development rights for transfer and use to promote the development of workforce housing as provided in Resolution No. 840-2004 and Resolution No. 412-2005.

JUSTIFICATION:

Attached Town Board resolution to transfer to the Town of Brookhaven.

FISCAL IMPLICATIONS:

County investment repaid.

COUNTY OF SUFFOLK

1780

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

September 10, 2015

Jon Schneider
Deputy County Executive
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0200-389.00-01.00-016.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to the Town of Brookhaven for General Municipal Purposes.

Dear Mr. Schneider:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Brookhaven for municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

Wayne R. Thompson
Real Property Manager
Division of real Property Acquisition
And Management

WRT:slb

Resolution
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy of Resolution to:
CE Reso Review, (electronic copy)

1780

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

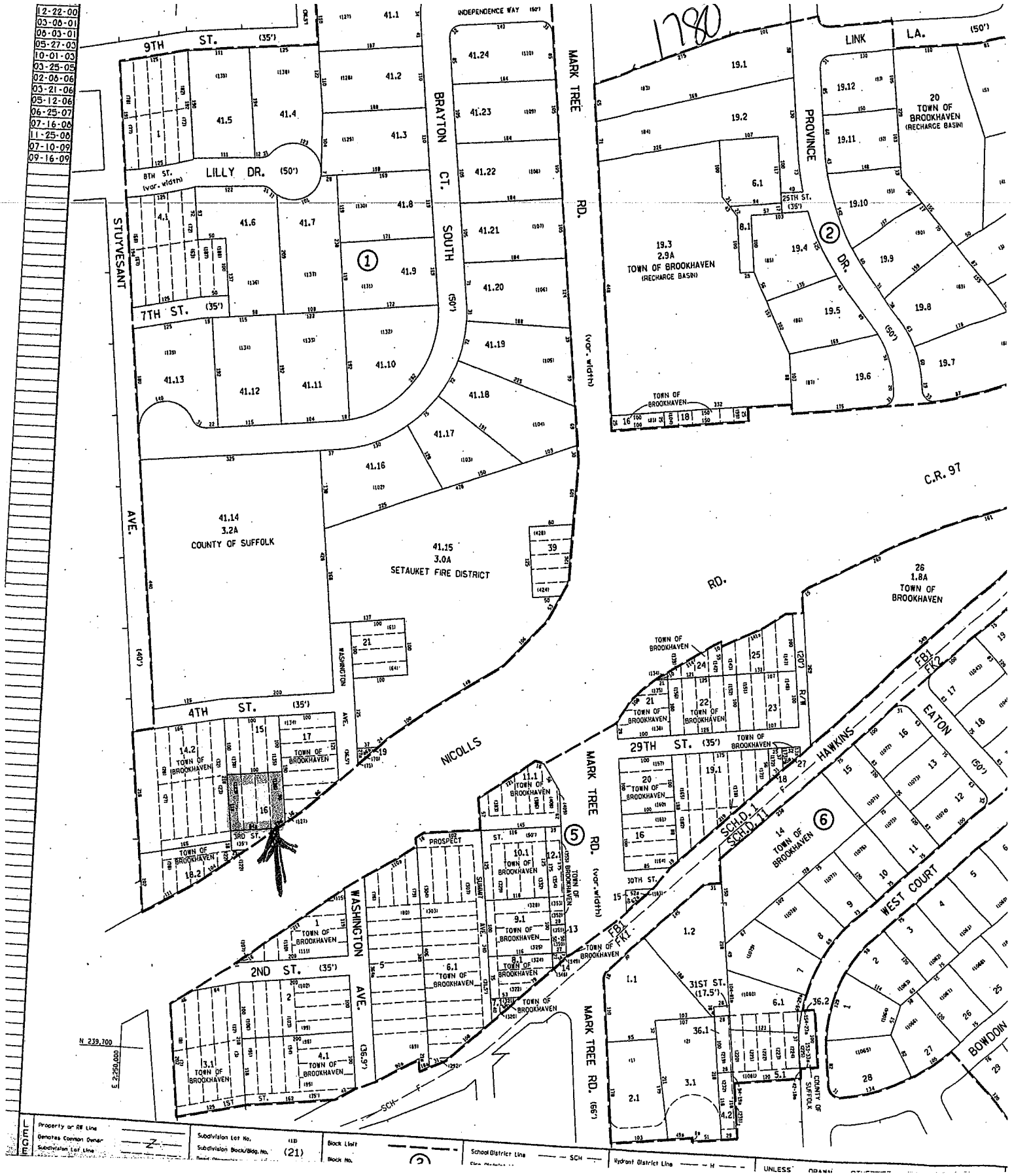
Tax Map No.: 0200-389.00-01.00-016.000

Section 72-h, Gen'l Municipal Law

		Amount
County Investment		$ 2,714.90
Purpose:		
	A. Affordable Housing	_____
	B. Open Space	X
	C. Road/Highway	_____
	D. Drainage/Recharge Basin	_____
	E. Other	_____.

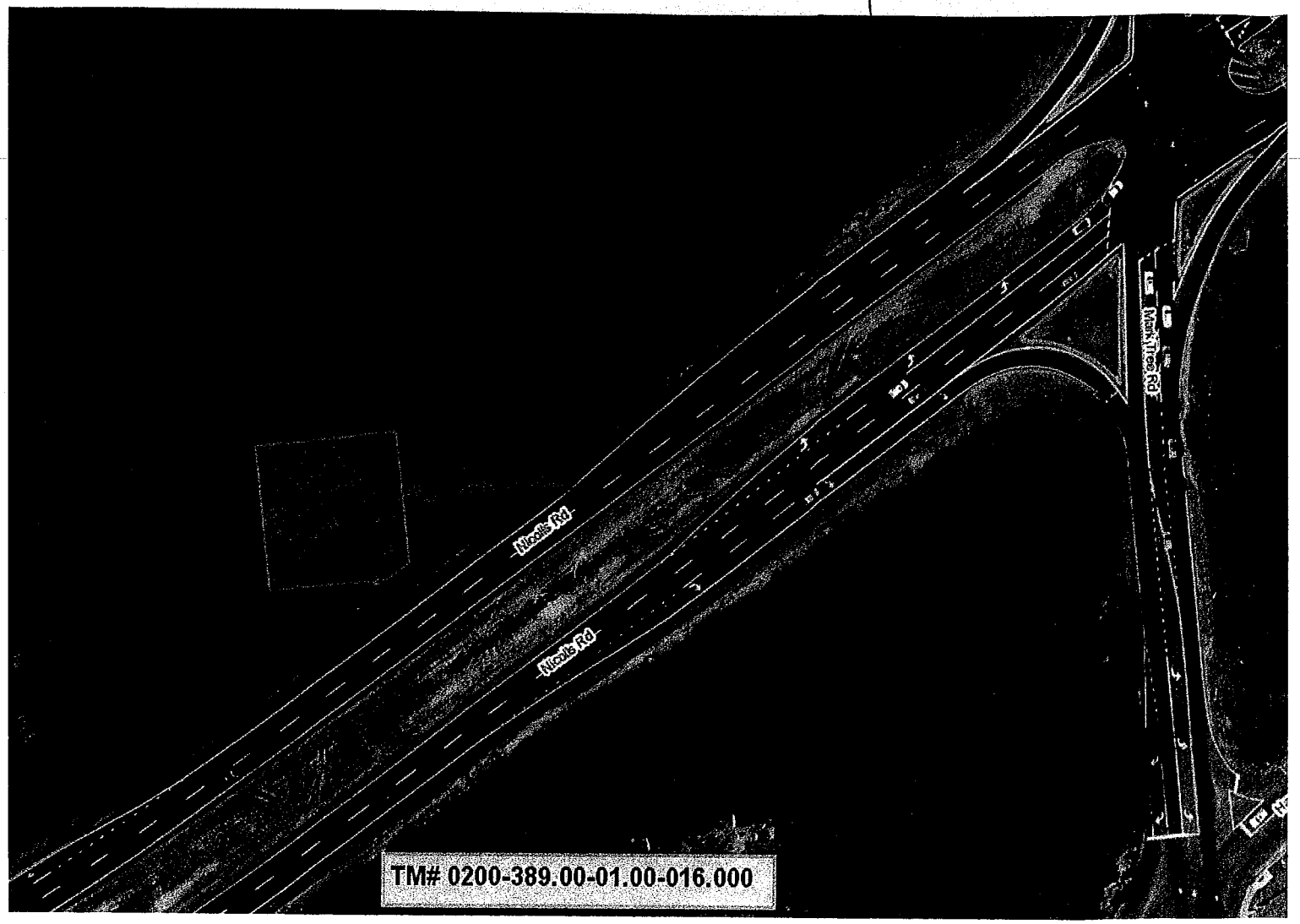
Wayne R. Thompson
Property Manager
(631) 853-5971

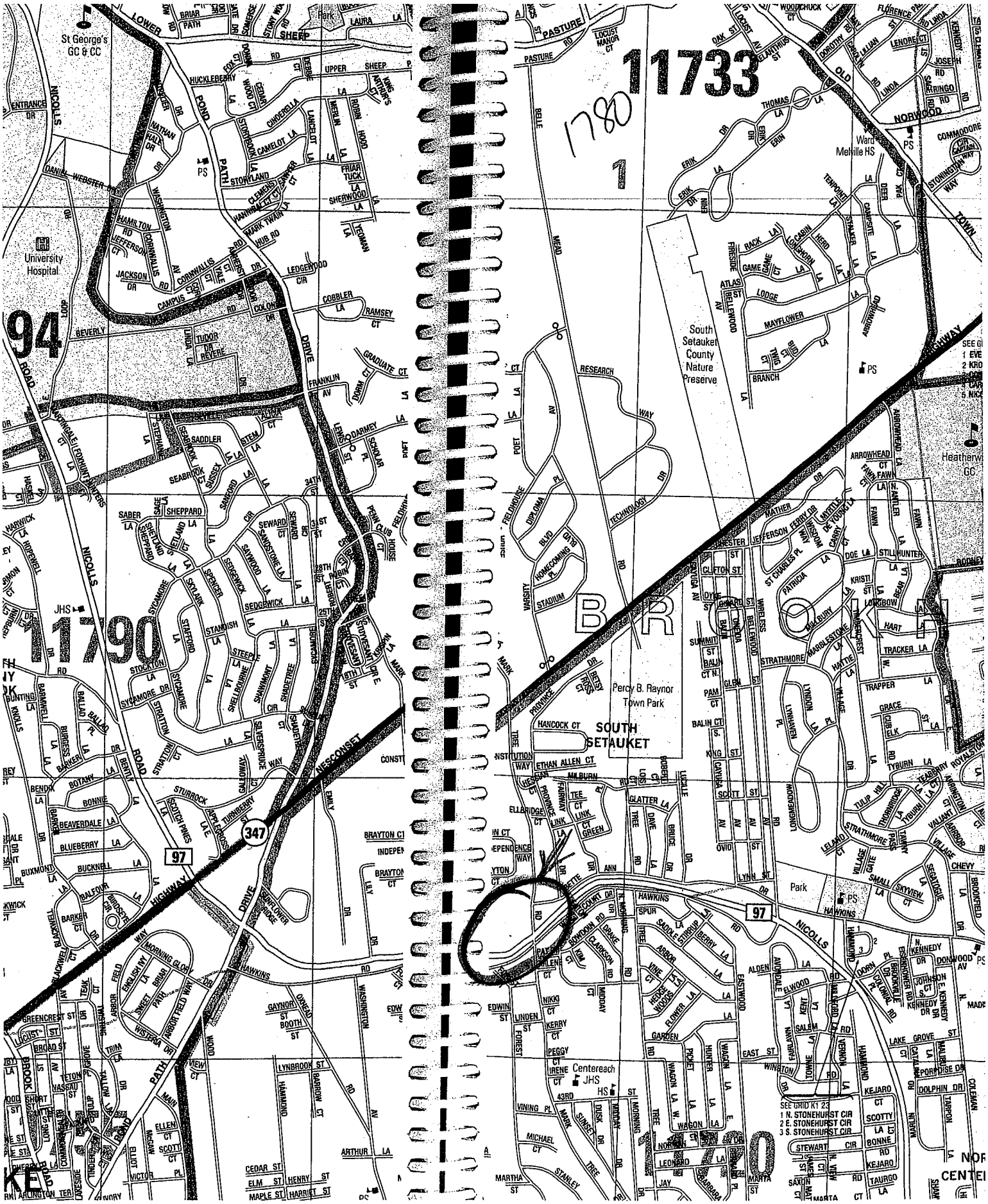
WRT:slb



TM # 0200-389.00-01.00-016.000

1780





TM # 0200-389.00-01.00-016.000

Intro. Res. No. 1781-2015 Laid on Table 10/6/2015
Introduced by Presiding Officer, on request of the County Executive

TAX ANTICIPATION NOTE RESOLUTION NO. -2015

DELEGATING TO THE COUNTY COMPTROLLER THE POWERS TO AUTHORIZE THE ISSUANCE OF NOT TO EXCEED $410,000,000 TAX ANTICIPATION NOTES OF THE COUNTY OF SUFFOLK, NEW YORK, IN ANTICIPATION OF THE COLLECTION OF TAXES LEVIED OR TO BE LEVIED FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2016, AND TO PRESCRIBE THE TERMS, FORM AND CONTENTS, AND PROVIDE FOR THE SALE AND CREDIT ENHANCEMENT OF SUCH NOTES

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), the power to authorize the issuance of Tax Anticipation Notes (herein called the "Notes") of the County of Suffolk, in the State of New York (the "County" and "State", respectively), in the aggregate principal amount of not to exceed $410,000,000, and any notes in renewal thereof, is hereby delegated to the County Comptroller, as chief fiscal officer of the County.

Section 2. The following matters are hereby determined and declared:

(a) The Notes shall be issued in anticipation of the collection of real estate taxes levied or to be levied for County purposes for collection for the fiscal year commencing January 1, 2016 and ending December 31, 2016, and the proceeds of the Notes shall be used only for the purposes for which said taxes are to be levied.

(b) No notes have heretofore been authorized or issued in anticipation of the collection of said taxes.

(c) Said Notes shall mature within the period of one year from the date of their issuance, and may be renewed from time to time in accordance with the provisions of the Law.

(d) The Notes are not issued in renewal of other notes.

Section 3. The Notes shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the County, and the faith and credit of the County shall be pledged to the punctual payment of the principal of and interest on the Notes and, unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the County and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00, 61.00 and 168.00 of the Law, inclusive, the powers to prescribe the terms, form and contents, and all other powers or duties pertaining or incidental to the sale and issuance of the Notes authorized pursuant hereto, or any renewals thereof, including the powers to enter into one or more letter of credit agreements or liquidity facility agreements for the Notes, are hereby delegated to the County Comptroller, as chief fiscal officer of the County.

Section 5. This resolution shall take effect immediately.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1781

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __x__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Delegating to the County Comptroller of the County of Suffolk, New York, the power to authorize the issuance of and to sell not exceeding $410,000,000 Tax Anticipation Notes of said County in anticipation of the collection of real estate taxes or assessments levied or to be levied by said County for the fiscal year commencing January 1, 2016, and providing for other matters in connection therewith.

3. Purpose of Proposed Legislation

To issue tax anticipation notes for cash flow purposes to cover anticipated cash flow needs for the first half of fiscal 2016. The current 2016 estimated cash flow anticipates the issuance of $410,000,000 in such tax anticipation notes in December 2015. Final sizing will be based upon the adopted 2016 budget in conjunction with cash flow projection formulas.

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 notes will be issued on or about December 16, 2015 and mature on or about July 31, 2016 and will impact debt service in the 2016 operating budget. Estimated "gross" interest cost for the maturing note is estimated to be $5,216,111. ($410,000,000 x **2.00%** gross coupon for 229 days/360).
It is anticipated that a reasonable premium will be bid by the underwriters and that the net interest cost may be approximately 1.0%.

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

Gross Interest cost in 2016 for the notes = $5,216,111.

8. Proposed Source of Funding

Tax Anticipation Notes

9. Timing of Impact

One Year Impact - 2016

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Elizabeth Guerriero Assistant Municipal Finance Administrator Audit and Control	Elizabeth Guerriero	9/14/15

SCIN FORM 175b (10/95)

Diane E. Weyer
Chief Financial Analyst
CE - Budget

Diane E. Weyer 9/18/15

1781

2015 INTERGOVENMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Delegating to the County Comptroller of the County of Suffolk, New York, the powers to authorize the issuance of and to sell not exceeding $410,000,000 Tax Anticipation Notes of said County in anticipation of the collection of taxes levied or to be levied for the fiscal year commencing January 1, 2016, and to prescribe the terms, form and contents, and provide for the sale and credit enhancement of such notes.

PURPOSE OR GENERAL IDEA OF BILL: A request for enabling local legislation to approve issuing Tax Anticipation Notes of the County for the upcoming fiscal year to meet cash flow needs.

SUMMARY OF SPECIFIC PROVISIONS: To issue tax anticipation notes for cash flow purposes to cover cash flow needs for fiscal 2016. The current 2016 estimated cash flow anticipates revenue of $410,000,000 in such tax anticipation notes.

JUSTIFICATION: Standard annual request for enabling local legislation to approve issuing Tax Anticipation Notes of the County as provided within the most current 2016 cash flow.

FISCAL IMPLICATIONS: The notes will be issued prior to December 31, 2015 for a term of approximately eight (8) months and will impact debt service in the 2016 operating budget. Estimated gross interest cost for the maturing note is estimated to be $5,216,111 ($410,000,000 X 2.00% gross coupon for 229 out of 360 days). It is anticipated that a reasonable premium will be bid by the underwriters and that the net interest cost may be approximately 1.00%. Interest rate estimates are based on current market rates and are subject to change.

COUNTY OF SUFFOLK

1781

OFFICE OF THE COUNTY COMPTROLLER

JOHN M. KENNEDY, JR.
Comptroller

September 14, 2015

HAND DELIVERED

Mr. Jon Schneider
Deputy County Executive
H. Lee Dennison Office Building – 12th Floor
100 Veterans Memorial Highway
Hauppauge, New York 11788

Dear Jon:

SUBJECT: TAX ANTICIPATION NOTE RESOLUTION – $410,000,000

Attached please find the above referenced resolution and fiscal impact statement. Same has been circulated to all parties via e-mail (CE RESO REVIEW) and hand delivered this date so the resolution may be laid on the table on October 6, 2015 and eligible for consideration for adoption on November 17, 2015. Titles of the electronic files are *Reso-A&C-2016 TAN, Backup-A&C-2016 TAN-175a, Backup-A&C-2016 TAN-175b and Backup-A&C-2016 TAN-MOS.*

Thank you for your attention in this matter.

Sincerely,

John M. Kennedy, Jr.
County Comptroller

cc: Louis A. Necroto, Chief Deputy Comptroller
Geraldine Olson, Municipal Finance Administrator

Intro. Res. No. 1782-15 Laid on Table 10/6/15

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

RESOLUTION NO. -2015, ACCEPTING AND APPROPRIATING A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) IN THE AMOUNT OF $25,000 FOR FY2015 PORT SECURITY GRANT PROGRAM (PSGP) TO BE ADMINISTERED BY THE SUFFOLK COUNTY SHERIFF'S OFFICE, A MEMBER OF THE EAST END MARINE TASK FORCE AND TO EXECUTE GRANT RELATED AGREEMENTS IN SUFFOLK COUNTY WITH 100% SUPPORT

WHEREAS, the Suffolk County Sheriff has applied for Homeland Security funding through the 2015 Port Security Grant Program; and

WHEREAS, the United States Department of Homeland Security has awarded the Suffolk County Sheriff's Office $25,000 in funds under the FY2015 PSGP to be administered by the Suffolk County Sheriff's Office; and

WHEREAS, the PSGP will provide funds to support sustainment and maintenance of the Sheriff's Office 41 foot regional CBRNE vessel M-41 previously purchased with FEMA funding and this vessel currently provides a regional platform for CBRNE protection, mitigation, response and recovery; and

WHEREAS, the PSGP funds are intended to enhance maritime domain awareness, risk management capabilities to prevent, detect, respond to and recover from terrorist attacks involving Chemical, Biological, Radiological, Nuclear (CBRN); and

WHEREAS, this grant is for a thirty-six (36) month period in which the County will receive 100% grant funding in the amount of $25,000; and

WHEREAS, the FY2015 PSGP is slated to operate for the period beginning September 1, 2015; and,

WHEREAS, said funds have not been included in the 2015 Operating Budget; now, therefore be it

1st RESOLVED, that the County Executive and Sheriff are authorized to execute any agreement with the Department of Homeland Security, as necessary, to secure said grant funds; and be it further

2nd RESOLVED, that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said unbudgeted grant funds in the amount of $25,000 as follows:

REVENUES:	AMOUNT
001-4369 – FY 2015 Port Security Grant	$25,000

ORGANIZATIONS:

Suffolk County Sheriff's Office
Homeland Security Initiative
001-SHF-3545

3000 - Supplies	$25,000
3680 – Equipment Maintenance	$25,000

DATED:

APPROVED BY:

Date:

1782

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 from the United States Department of Homeland Security (DHS) in the amount of $25,000 for FY2015 Port Security Grant Program (PSGP) to be administered by the Suffolk County Sheriff's Office and to execute grant related agreements in Suffolk County with 100% support.**

3. Purpose of Proposed Legislation –**See number 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
$25,000 of Grant funds will be used to support sustainment of equipment associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear materials.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
Not Applicable

8. Proposed Source of Funding – **United States Department of Homeland Security (DHS) for FY2015 Port Security Grant Program (PSGP).**

9. Timing of Impact - **September 1, 2015 through August 31, 2018**

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date:
Michael P. Sharkey Chief Deputy Sheriff		9/8/2015

Jacqueline Wheat
Budget Analyst

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1782

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK C REAL PROPERTY, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1782

2015 INTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT

Title of Bill:

Accepting and appropriating a grant from the United States Department of Homeland Security (DHS) in the amount of $25,000 for FY2015 Port Security Grant Program (PSGP) to be administered by the Suffolk County Sheriff's Office, a member of the East End Marine Task Force and to execute grant related agreements in Suffolk County with 100% support.

PURPOSE OR GENERAL IDEA OF BILL:

Grant funding will provide funds to support sustainment and maintenance of equipment associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological and nuclear materials. The PSGP funds are intended to enhance maritime domain awareness and risk management capabilities to prevent, detect, respond to and recover from terrorist attacks involving Chemical, Biological, Radiological and Nuclear (CBRN).

SUMMARY OF SPECIFIC PROVISIONS:

The Sheriff's Office agrees to administer grant funds provided by PSGP with 100% support for sustainment and maintenance of equipment associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological and nuclear materials.

JUSTIFICATION:

Funding will enable the Suffolk County Sheriff's Office to sustain and maintain its 41 foot regional CBRNE vessel for preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological and nuclear materials in Suffolk County. Funds will also enhance awareness and risk management capabilities to prevent, detect, respond to and recover from terrorist attacks involving Chemical, Biological, Radiological and Nuclear (CBRN).

U.S. Department of Homeland Security
Washington, D.C. 20472

1782

Vincent DeMarco
Suffolk County Sheriff"s Office
100 Center Drive
Riverhead, NY 11901

Re: Grant No. EMW-2015-PU-00237

Dear Vincent DeMarco:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Port Security Grant Program has been approved in the amount of $ $25,000.00 . You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Port Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at https://portal.fema.gov. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all

FEMA awards. The System for Award Management is located at http://www.sam.gov. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.

BRIAN KAMOIE, GPD Assistant Administrator

1782

COUNTY OF SUFFOLK

1782

OFFICE OF THE SHERIFF

VINCENT F. DeMARCO
SHERIFF

To: Jon Schneider, Deputy County Executive

From: Michael P. Sharkey, Chief Deputy Sheriff

Date: 9/08/2015

Re: United States Department of Homeland Security, FY2015 Port Security Grant Program (PSGP) with 100% Support

---

As you are aware, the United States Department of Homeland Security (DHS) has awarded the Suffolk County Sheriff's Office, a member of the East End Marine Task Force, $25,000 in funds under the FY2015 Port Security Grant Program (PSGP). The PSGP will provide funds to support sustainment of equipment associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological and nuclear materials. These funds are intended to enhance maritime domain awareness, risk management capabilities to prevent, detect, respond to and recover from terrorist attacks involving Chemical, Biological, Radiological and Nuclear (CBRN). This grant is for a thirty-six (36) month period starting September 1, 2015 through August 31, 2018 with 100% support. The attached resolution and the required supporting documentation are being submitted for your review. This funding will enable the Sheriff's Office to continue to enhance public safety.

An e-mail version of the resolution was sent to CE RESO REVIEW, saved under the title "Reso–Sheriff -Port Security Grant Program".

We request that this resolution be laid on the table at your earliest convenience.

Thank you for your consideration in reviewing this draft resolution.

MPS/dlh

Att.

100 CENTER DRIVE
RIVERHEAD, NEW YORK 11901-3390
(631) 852-2200

1783

Intro. Res. No. - 2015 Laid on the Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2015, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS PASSED THROUGH THE UNITED WAY OF LONG ISLAND TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES FOR THE RYAN WHITE PART A MEDICAL CASE MANAGEMENT

WHEREAS, the United Way of Long Island has awarded 100% Federal grant funds to the Department of Health Services, Division of Patient Care Services for the Ryan White Part A Medical Case Management program in the amount of $50,813 for the period 08/01/15-02/29/16; and

WHEREAS, this will provide health care and education to inmates to help reduce the spread of HIV/AIDS and to improve health outcomes for people living with HIV disease; and

WHEREAS, a portion of these funds were already included in the 2015 Adopted Operating Budget and $32,448 needs to be appropriated; now, therefore be it

1st **RESOLVED**, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate $50,813 in Federal grant funds as follows:

REVENUES

001-4401 Federal Aid: Public Health $50,813

APPROPRIATIONS

Department of Health Services (HSV)
Division of Patient Care Services
Ryan White Part A Medical Case Management
001-HSV-4115

Personal Services	$32,448
1110 Interim Salaries	$32,448

and be it further

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

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

DATED:

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION 1783

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

Title of Proposed Legislation

Accepting and appropriate 100% Federal grant funds passed through the United Way of Long Island to the Suffolk County Department of Health Services for the Ryan White Part A Medical Case Management.

3. Purpose of Proposed Legislation

This legislation is needed to accept and appropriate 100% Federal grant funds passed through the United Way of Long Island for the Ryan White Part A Medical Case Management. This program will provide health care and education to inmates to help reduce the spread of HIV/AIDS and to improve health outcomes for people living with HIV disease.

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 passed through the United Way of Long Island

9. Timing of Impact

2015-2016

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*Date*
Liza Wright *Sr. Budget Analyst*	Liza Wright	9/14/15
Suzanne Maretn Pr. Budget Examiner	Suzanne Martin	9-16-15

SCIN FORM 175b (10/95)

COUNTY OF SUFFOLK

1783

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: Liza Wright, Budget, Purchasing and Inventory Unit

From: Gary Amato, Budget, Purchasing and Inventory Unit

Date: September 3, 2015

Subject: Request for Resolution

Ryan White Part A – Medical Case Management (MCM)
Budget Period: 8/1/15 – 2/29/16
Approp: 001-4115
Revenue Code: 4401
Grant ID # HSV 2384

Please write a resolution to accept and appropriate 100% Federal grant funds from the US Center for Disease Control and Prevention, passed through the United Way of Long Island, for the above mentioned program. The total grant award for this period is $ 50,813. A portion of the grant funding has already been budgeted in the 2015 Operating Budget. The balance of the grant funds need to be appropriated as follows;

Revenue:

001-4401 Federal Aid: Patient Care Services	$ 50,813
Appropriation Total:	$ 32,448
Salaries	$ 32,448
1110 Interim Salaries	$ 32,448

Public Health
Prevent. Promote. Protect.

Budget, Purchasing & Inventory Unit
3500 Sunrise Hwy, Suite 124, Great River, NY 11739-9006(631) 854-0140 Fax (631) 854-0147

United Way
United Way of Long Island

Nassau-Suffolk Ryan White Part A/MAI HIV/AIDS Grants Management Department

1783

August 7, 2015

Barbara Marano, CPA
Executive Assistant for Finance and Administration
Suffolk County Dept. of Health
3500 Sunrise Highway, Suite 124
P.O Box 90006
Great River, NY 11739-9006

Dear Ms. Marano:

I am writing on behalf of Nassau and Suffolk Counties regarding your proposal for Ryan White Part A/MAI funding under the HIV/AIDS Treatment Extension Act to provide **Medical Case Management Services (MCM).** The RFP Review Committee and the Counties have reviewed the proposal and it has been approved for the period of August 1, 2015-February 29, 2016. **The committee has approved a seven month award for your program at $50,813.** Starting in FY16-17 the annualized amount for this contract is estimated at $87,108. This amount is subject to change depending on the amount that the region is awarded in FY16-17.

The re-solicitation of the MCM priority was a very competitive process and several applications were received from Nassau, Suffolk and Bi-County agencies. Eligible applications were reviewed and scored by an objective review committee in accordance with county policies for Ryan White. Each application was evaluated against the stated proposal review criteria, proposed levels of clients to be served, unit cost projections and available funding in each county. The counties are in the process of finalizing strengths and weaknesses for all of the proposals that were reviewed and will be sending comments/recommendations to you shortly.

A contract manager will be assigned to you and will contact you shortly to discuss your funding amount and to obtain the necessary information to begin the contracting process should you choose to accept this award.

Please feel free to contact Carolyn McCummings at (516)227-9437 or me at (631) 940-3711 if you require further assistance or clarification.

Sincerely,

Georgette Beal
Senior Vice President

CC: Lawrence Eisenstein, MD, Health Commissioner, NCDOH
James Tomarken, MD, Health Commissioner, SCDHS
Carolyn McCummings, Project Director, Ryan White, NCDOH
John Martin, SC Liaison, SCDHS
Ellen Higgins, SCDHS

1783

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 8/3/2015
Submitting Department / Agency: Health Services	Location: 3500 Sunrise Hwy, Suite 124, Great River, NY 11739	
Contact Person in Department / Agency Gary Amato	Telephone Number 854-0143	Grant Application Due Date 7/15/2015

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert and asterisk (*) in the item box and attach additional information on an 8 1/2" X 11" sheet cross referenced to the item.

I. Background Information

1. Grant Title
   Ryan White Part A - MCM

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)

   _____ A. New Program Application
   __X__ B. 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.)

   Resources provided by Health and Human Services to help reduce the spread of HIV/AIDS and improve health outcomes in communities/areas of color.

5. County Departments / Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

   NONE

II. BUDGET INFORMATION

1. Term of Contract From: 8/1/2015 To: 2/29/2016

2. Financial Assistance Requested

Source	First Funding Cycle		Second Funding Cycle		Third Funding Cycle	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$50,813.00	100.0%				
State	$ -	0.0%				
Private						
County	$0.00	0.0%				
Total	$ 50,813.00	100.0%				

1783

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

NONE

5. Can This program be Refunded by the Proposed Non-County Sources?

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.)

None

7. What do you anticipate happening when the Federal, State and/or Private Financial Assistance is discontinued (That is, program termination, reducted services, financial implications, layoffs, etc.)?

The program will be terminated.

8. Attach as list of potential subcontractors, if any, outlining the purpose of each subcontract (that is, 456 and 490 account items; use an additional 8 1/2" by 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 2015 PAGE 1 OF 3

$50,813.00

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
PERSONAL SERVICES:	$32,448.00		$0.00	
1100 Permanent Salaries	0.00		0.00	
1110 Interim Salaries	32,448.00			
1120 Overtime Salaries				
1130 Temporary Salaries: no fringe	0.00			
EQUIPMENT:	$0.00		$0.00	
2010 Furniture				
2020 Office Machines	0.00			
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip				
2090 Radio and Communication				
2460 New Computers				
2500 Other Equip: Unclassified			0.00	
SUPPLIES, MATERIALS, OTHER	$0.00		$0.00	
3010 Office Supplies				
3020 Postage				
3040 Printing				
3070 Memberships & Subscrip.	0.00			
3100 Instructional Supplies				
3160 Computer Software				
3370 Medical, Dental, Lab Supp.	0.00			
3500 Other Unclassified	0.00		0.00	
3510 Rent: Business Machines				
3650 Rent: Buildings	0.00		0.00	
3680 Repairs, Special Equip				
UTILITIES:	$0.00		$0.00	
4010 Telephone & Telegraph			0.00	
TRAVEL:	$0.00		$0.00	
4330 Travel Employee Contracts			0.00	
4340 Travel Other Contracts				

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2015 PAGE 2 OF 3

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
FEES FOR SERVICES: 4210: Computer Services 4330: Travel: Employee Contracts 4560: Fees for Services, Non-Employees	$0.00 $0.00 0.00 0.00		$0.00	
CONTRACTED SERVICES (List) 4980 Contracted Agencies HRH Healthcare, Inc.	$0.00 0.00 $0.00		$0.00 0.00	
EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker's Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance	$18,365.00		$0.00	
OTHER: (List Source & Brief Explanation)	$0.00		$0.00	

I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director

1837

DETAIL LISTING OF PERSONAL SERVICES

					Source of Funding by %				
Title of Position	*Grade*	*Step*	*Salary*	*Employee Name*	*Grantor*	*County*	*In-Kind*	*Remarks*	
Medical Social Worker	0	*0*	*75,252*	Janis Kerbs	40.23%				*30,274*
Medical Social Worker II	0	*0*	*81,066*	Ellen Higgins	2.68%				*2,174*
									0
									0
									0
									0
									0
									0
									32,448

387

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1783

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1783

2015 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting and appropriate 100% Federal grant funds passed through the United Way of Long Island to the Suffolk County Department of Health Services for the Ryan White Part A Medical Case Management.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% Federal grant funds passed through the United Way of Long Island for the Ryan White Part A Medical Case Mangement. This program will provide health care and education to inmates to help reduce the spread of HIV/AIDS and to improve health outcomes for people living with HIV disease.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This health care and education will target inmates living with the HIV infection and need assistance accessing health care. Inmates who are also HIV patients need to learn about their disease and how they can best cope with it and adapt healthier choices to live longer. This grant assists inmates living with HIV. This grant was given extra funding and the grant period was extended.

FISCAL IMPLICATIONS: Accept and appropriate $50,813 in additional 100% Federal grant funds to the 2015 Adopted Operating Budget.

COUNTY OF SUFFOLK

1783

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

September 14, 2015

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 and appropriate 100% Federal grant funds passed through the United Way of Long Island to Suffolk County Department of Health Services for the Ryan White Part A Medical Case Management. This program will provide health care and education to inmates to help reduce the spread of HIV/AIDS and to improve health outcomes for people living with HIV disease.

I enclose the financial impact statement and other back-up materials for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-PC Ryan White MCM 8-1-15.docx."

Sincerely,

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

Enclosures

JLT/lw

C: Christina Capobianco, CPA, Deputy Commissioner
Barbara Marano, CPA, Executive Assistant for Finance & Administration
Jennifer Culp, Assistant to the Commissioner of Health Services
Liza Wright, Senior Budget 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) 854-0100 Fax (631) 854-0108

Introductory Resolution No. 1784-15 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 ALAN R. SCHOENFELD (SCTM NO. 0500-275.00-02.00-033.001)

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

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 275.00 Block 02.00 Lot 033.001 and acquired by Tax Deed on August 10, 2012 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 14, 2012 in Liber 12702 at CP 101 and described as follows, known and designated as part of Lot 175 on a certain map entitled "Map of Charmwood Park, Section 3", and filed in the Office of the Clerk of the County of Suffolk on July 1, 1960 as Map No. 3191; and

WHEREAS, in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, Alan R. Schoenfeld, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $1,310.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described being in size approximately 10' x 87' has been appraised at $950.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Assistant Director of Real Estate, and/or his or her designee, has received and deposited the sum of $1,310.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land, now, be it therefore,

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 the 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 deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any habitable structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. THIS covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them; and be it further,

3rd **RESOLVED**, that the Assistant Director of Real Estate, and/or his or her designee, be and he or she hereby is authorized to execute and acknowledge a, Quitclaim Deed to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Alan R. Schoenfeld, residing at 350 E. Manhasset Street, IslipTerrace, New York 11752.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building
100 Veterans Memorial Highway - 2nd Floor
Post Office Box 6100
Hauppauge, New York 11788

1784

SUMMARY STATEMENT

DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0500-275.00-02.00-033.001

ADJOINING OWNER	BID	BID	BID
Alan R. Schoenfeld 350 E. Manhasset Street Islip Terrace, New York 11752 0500-275.00-02.00-034.000	$1,310.00		
Jennifer Haff & Jeffrey Delgiorno 346 E. Manhasset Street Islip Terrace, New York 11752 0500-275.00-02.00-033.002	$0		
Leandro Aparicio 415 Elmwood Street Islip Terrace, New York 11752 0500-275.00-02.00-046.000	$0		

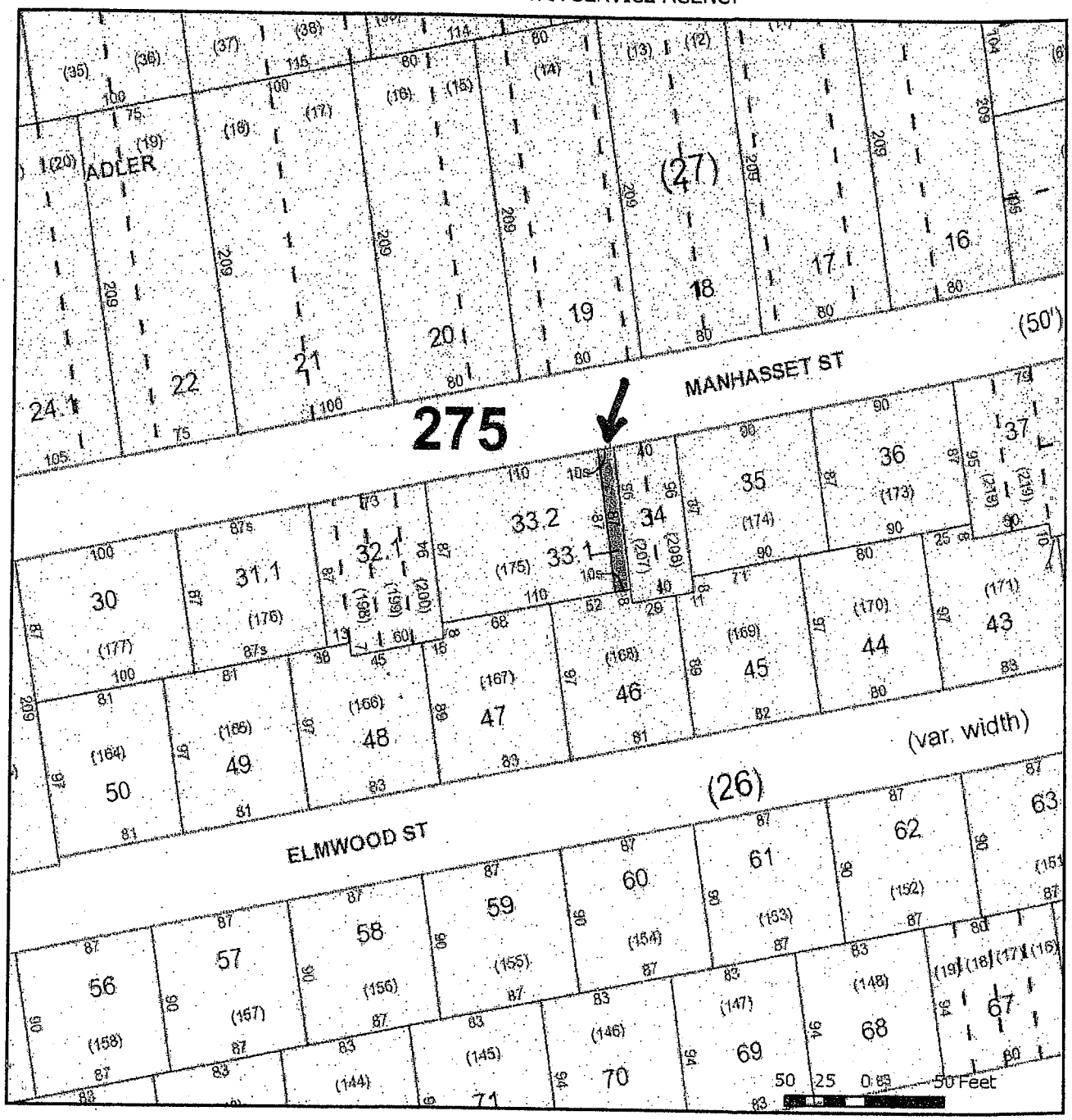
SIZE OF PARCEL: 10' x 87'
APPRAISED VALUE: $950.00
COMMENT: Direct Sale to Adjacent Owner

Wayne R. Thompson
Property Manager
(631) 853-5971

COUNTY OF SUFFOLK

1784

REAL PROPERTY TAX SERVICE AGENCY

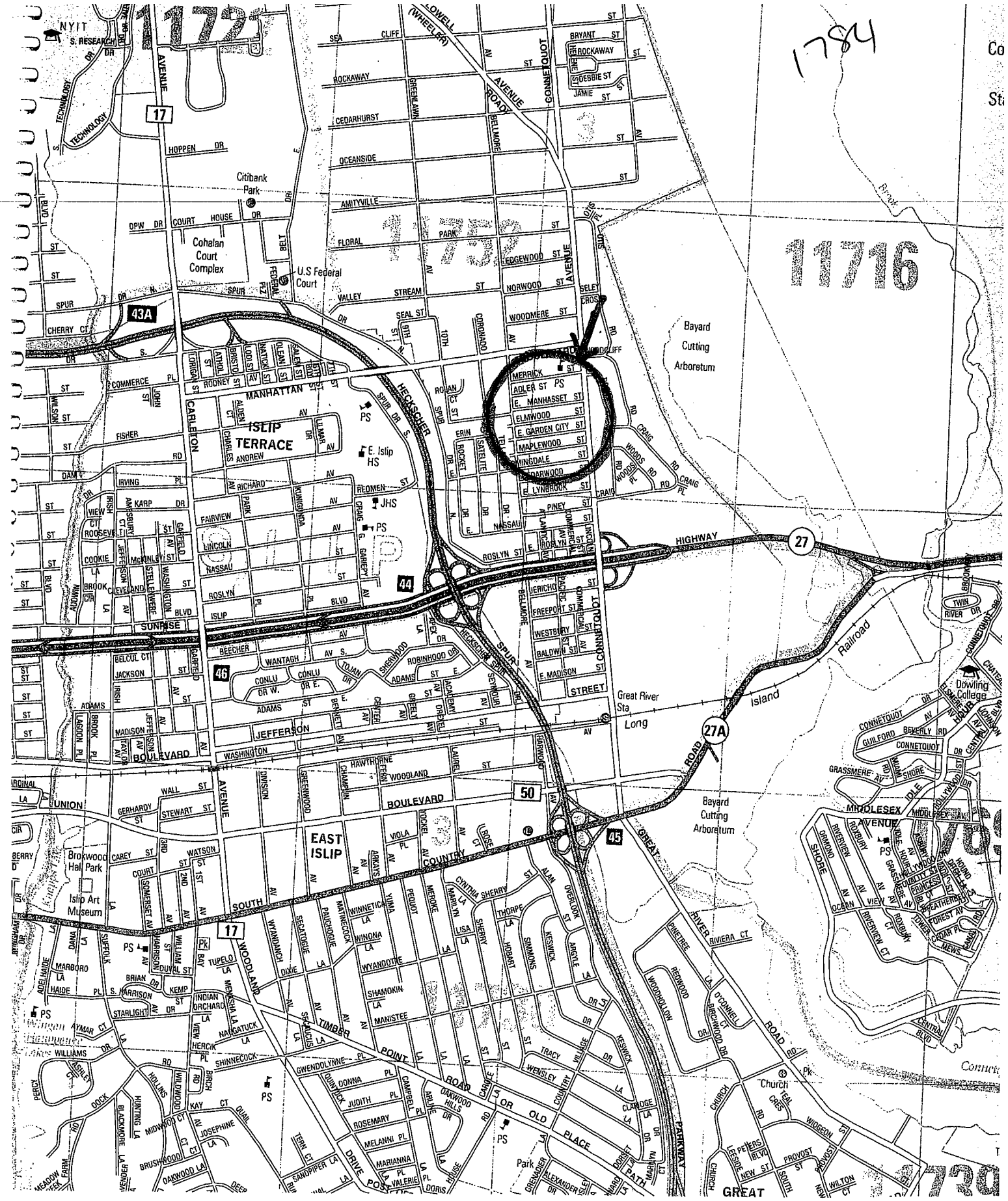


Map

© County of Suffolk Copyright Notice: Maintenance, alteration, sale or distribution of any portion of the Suffolk County Tax

TM # 0500-275.00-02.00-033.001

1784



TM# 0500-275.00-02.00-033.001

1784

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law _X_ Charter Law _____

2. Title of Proposed Legislation

   SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO
   LOCAL LAW No. 13-1976
   ALAN R. SCHOENFELD
   (SCTM NO. 0500-275.00-02.00-033.001)

3. Purpose of Proposed Legislation

   Convey County owned parcel to adjacent 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?

   _X_ 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.
   Income from sale.

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

   Unknown

8. Proposed Source of Funding

   None

9. Timing of Impact

   2015

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

    R.J. Bhatt
    Land Management Specialist

    RJ Bhatt
    N Toomey

    9/14/15
    9/25/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1784

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1784

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

September 14, 2015

Jon Schneider
Deputy County Executive
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0500-275.00-02.00-033.001

Dear Mr. Schneider:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Wayne R. Thompson
Real Property Manager
Division of Real Property Acquisition and Management

JRN:WRT:slb
Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy of Resolution to:
CE Reso Review, (electronic copy)

Introductory Resolution No. 1785-15 Laid on Table 10/6/15

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
DEBRA SCHWALL N/K/A DEBRA GRASS
(SCTM NO. 0500-320.00-02.00-064.000)

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 320.00, Block 02.00, Lot 064.000, 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 Lots 2020, 2021 and 2022, on a certain map entitled "Map of Islip Manor", filed in the Office of the Clerk of Suffolk County on April 20, 1923 as Map No. 635; 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, DEBRA SCHWALL N/K/A DEBRA GRASS has made application of said above described parcel and DEBRA SCHWALL N/K/A DEBRA GRASS has paid the application fee and will be paying $86,715.35, 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, 2015; 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 DEBRA SCHWALL N/K/A DEBRA GRASS, 92 Oak Street, Islip, NY 11751, 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

1785

September 02, 2015

Tax Map No.: 0500-320.00-02.00-064.000
Name of Last Legal Fee Owner: DEBRA SCHWALL N/K/A DEBRA GRASS

TREASURER'S COMPUTATION	$86,701.73
Taxes.....2014/2015	INCLUDED
Certified Mail Fees	$13.62
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$86,715.35 (TDI)
Monies to be received	$86,715.35
RESOLUTION AMOUNT	$86,715.35

APPROVED:

A Brownell 9/3/2015
Accounting
LS:lag

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

COMPUTATION BY SUFFOLK COUNTY TREASURER

1785

DISTRICT	SECTION	BLOCK	LOT
0500	320.00	02.00	064.000

ITEM #:

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2009	$ 11,759.51
2010	$ 12,245.49
2011	$ 11,360.40
2012	$ 10,717.46
2013	$ 8,515.64
2014	$ 8,841.89
2015	$ 10,188.61

	TOTAL:	$ 73,629.00
B. INTEREST DUE		$ 8,944.07
C. TOTAL		$ 82,573.07
D. 5% LINE C		$ 4,128.65
SUBTOTAL		**$ 86,701.73**
E. FEE		
F. MISC **CERTIFIED MAILING FEES**		$ 13.62
G. MISC		
H. MISC		
TOTAL AMOUNT DUE:		**$ 86,715.35**

+.01

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.

04-Aug-15

Douglas W. Sutherland
Chief Deputy

**Interest and penalty computed to and including 01/31/16

lml

1785

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
DEBRA SCHWALL N/K/A DEBRA GRASS
0500-320.00-02.00-064.000

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

2015

10. Typed Name & Title of Preparer	Signature of Preparer	Date
Lori Sklar	Lori Sklar	9/9/15
		9/10/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1785

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

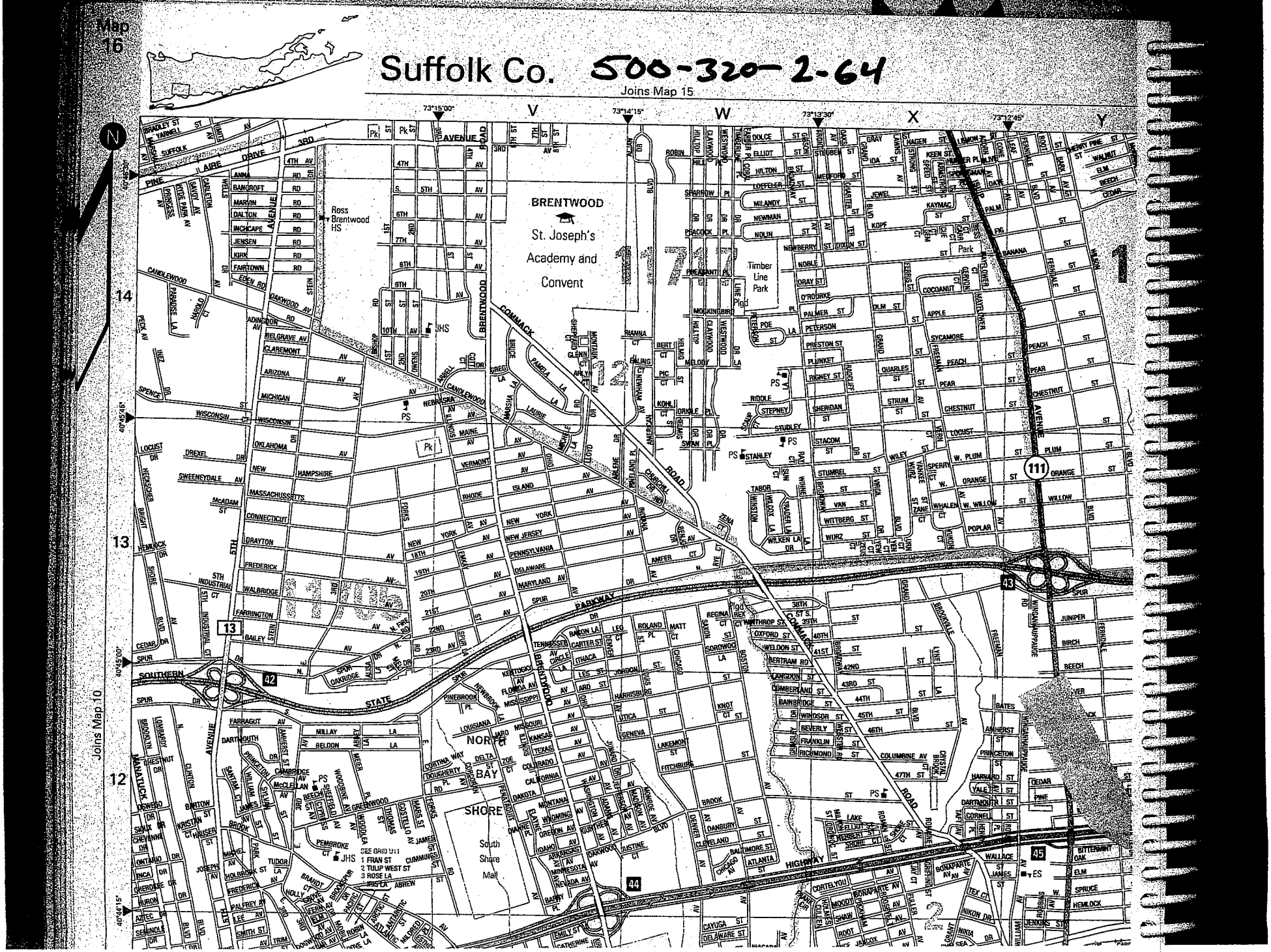
NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

500-320-2-64

Block Limit	School District Line — SCH —	Hydrant District Line — H —	UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:		NOTICE	COUNTY OF SUFFOLK ©	KEY MAP	TOWN OF ISLIP	SECTION NO
Block No. (2)	Fire District Line — F —	Refuse District Line — R —	SCHOOL 2.3	SEWER 3	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.	Real Property Tax Service Agency	294 295 296	VILLAGE OF	320
County Line	Water District Line — W —	Historical District Line — HST —	FIRE 7.12	HYDRANT		County Center Riverhead, N Y 11901	319 320 321	DISTRICT NO 0500	PROPERTY M
Town Line	Light District Line — L —	Ambulance District Line — A —	LIGHT	WATER		SCALE IN FEET: 100 0 100 200	344 345 346		
Village Line	Park District Line — P —	Wastewater District Line — WW —	PARK 2.3	REFUSE 44.47					
	Sewer District Line — S —		AMBULANCE	WASTEWATER					

CONVERSION DATE: Nov 29, 2011


Map 16
Suffolk Co.
500-320-2-64
Joins Map 15
Joins Map 10
BRENTWOOD
St. Joseph's Academy and Convent
Ross Brentwood HS
Timber Line Park
Park
NORTH BAY SHORE
South Shore Mall
BRENTWOOD ROAD
COMMACK ROAD
SOUTHERN STATE PARKWAY
LONG ISLAND EXPRESSWAY
SUNRISE HIGHWAY
73°15'00"
73°14'15"
73°13'30"
73°12'45"
40°45'45"
40°45'00"
40°44'15"
V
W
X
Y
12
13
14
1
2

COUNTY OF SUFFOLK

1785

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

September 16, 2015

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

Re: Tax Map No. 0500-320.00-02.00-064.000
DEBRA SCHWALL N/K/A DEBRA GRASS

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: CE Reso Review (e-copy)

1786

Intro. Res. No. - 2015 Laid on the Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2015, REQUESTING LEGISLATIVE APPROVAL OF A CONTRACT AWARD FOR HOSPITAL DIVERSION/CRISIS RESPITE SERVICES FOR THE DEPARTMENT OF HEALTH SERVICES, DIVISION OF COMMUNITY MENTAL HYGIENE SERVICES

WHEREAS, Local Law No. 3 - 1996 requires the County Legislature to approve any contract in excess of $20,000 awarded pursuant to a Request for Proposals (RFP) process in which only one party responds to the County's solicitation of proposals; and

WHEREAS, the Department of Health Services requested an RFP for "Hospital Diversion/Crisis Respite Services" for its Division of Community Mental Hygiene Services; and

WHEREAS, the Department of Health Services requires a qualified contractor to provide Services to create access to community-based, recovery-oriented crisis respite services as a viable alternative option for individuals in psychiatric need who may otherwise use hospital emergency departments and/or in-patient psychiatric care; and

WHEREAS, the Purchasing Division of the Department of Public Works advertised for these services and mailed the RFP to twenty-three (23) potential vendors and received only one response from Family Residences & Essential Enterprises, Inc.; and

WHEREAS, an independent evaluation committee reviewed the proposal from Family Residences & Essential Enterprises, Inc. and found its quality of work and experience satisfactory, and its cost proposal submission within the industry standards, and have recommended that the Department of Health Services enter into a contractual agreement with Family Residences & Essential Enterprises, Inc.; and

WHEREAS, there are sufficient funds in the 2015 Suffolk County Operating Budget to cover the cost of this contract; now, therefore be it

1ST **RESOLVED**, that upon receiving a two-thirds vote of the County Legislature as required by Local Law No. 3-1996 that the Department of Health Services enter into a contractual agreement with Family Residences & Essential Enterprises, Inc. for the provision of Hospital Diversion/Crisis Respite Services; and be it further

2ND **RESOLVED**, that the County Executive be and hereby is authorized to execute a contract with Family Residences & Essential Enterprises, Inc.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1786

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Requesting legislative approval of a contract award for Hospital Diversion/Crisis Respite Services for the Department of Health Services, Division of Community Mental Hygiene Services.

3. Purpose of Proposed Legislation

This legislation is needed to award a Hospital Diversion/Crisis Respite services contract and to comply with Local Law No. 3 – 1996 requiring the County Legislature to approve any Contract in excess of $20,000 awarded pursuant to a Request for Proposal (RFP) process in which only one party responds to the County's solicitation of proposals.

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.

Not applicable

8. Proposed Source of Funding

2015 Operating funds

9. Timing of Impact

Upon execution of a contract with Family Residences & Essential Enterprises, Inc.

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Liza Wright ***Senior Budget Analyst***	Liza Wright	9/16/15
Suzanne MARTIN Pr. Budget Examiner	Suzanne Martin	9-21-15

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1786

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1786

2015 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Requesting legislative approval of a contract award for Hospital Diversion/Crisis Respite Services for the Department of Health Services, Division of Community Mental Hygiene Services.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to comply with Local Law No. 3 – 1996 requiring the County Legislature to approve any Contract in excess of $20,000 awarded pursuant to a Request for Proposal (RFP) process in which only one party responds to the County's solicitation of proposals.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The Department of Health Services requires a qualified contractor to provide services to create access to community-based, recovery-oriented crisis respite services as a viable alternative option for individuals in psychiatric need who may otherwise use hospital emergency departments and/or in-patient psychiatric care.

FISCAL IMPLICATIONS: Funding was already included in the 2015 Adopted Operating Budget to contract for these services.

COUNTY OF SUFFOLK

1786

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

September 16, 2015

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 requesting Legislative approval of a contract award for Hospital Diversion/Crisis Respite Services for the Department of Health Services, Division of Community Mental Hygiene Services. This legislation is needed to comply with Local Law No. 3 – 1996 requiring the County Legislature to approve any Contract in excess of $20,000 awarded pursuant to a Request for Proposal (RFP) process in which only one party responds to the County's solicitation of proposals.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Susan Frantz at 4-0114. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH Crisis Respite Svcs.docx."

Sincerely,

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

JLT/lw

Enclosures

C: Christina Capobianco, CPA, Deputy Commissioner
Barbara Marano, CPA, Executive Assistant for Finance & Administration
Jennifer Culp, Assistant to the Commissioner of Health Services
Art Flescher, LCSW, Director, Division of Community Mental Hygiene Services
Barbara Russo, Principal Financial Analyst
Susan Frantz, Senior Contracts Examiner
Liza Wright, Senior Budget Analyst

Public Health
Prevent. Promote. Protect.

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

1787

Intro. Res. No. -2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, APPROPRIATING FUNDS IN CONNECTION WITH START-UP/ NY/SUFFOLK COUNTY (CP 6427)

WHEREAS, the Commissioner of Economic Development and Planning has requested planning funds for START-UP NY/Suffolk County be appropriated; and

WHEREAS, START-UP NY is an economic development program which will stimulate job creation by creating growth opportunities for businesses which relocate, start up or significantly expand in New York State through affiliations with public and private universities and colleges; and

WHEREAS, participating businesses have the opportunity to operate state and local tax-free on or near academic campuses and their employees pay no state or local personal income taxes; and

WHEREAS, Suffolk County wishes to support the development of businesses within the County's present and future transit-oriented downtowns including Patchogue, Riverhead, Wyandanch, Ronkonkoma, Heartland in Brentwood; and

WHEREAS, the START-UP NY/Suffolk County Capital Project was established to enable Suffolk County to partner with local colleges and universities to identify locations suitable for the development of projects eligible for START-UP NY; and

WHEREAS, START-UP NY/Suffolk County will empower the County to encourage emerging innovation companies to locate within Suffolk's downtowns; and

WHEREAS, sufficient funds are included in the 2015 Capital Budget and Program to cover the costs of said request under Capital Program 6427; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the Adopted 2015 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, START-UP NY/Suffolk County will provide funding to support infrastructure improvements associated with regionally significant economic development projects; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $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-five (65) 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**, the County wishes to partner with local college and universities to identify appropriate locations for the development of START-UP NY-eligible projects, with the specific intent of encouraging businesses to locate in Suffolk's transit-oriented downtowns; and be it further

4th **RESOLVED,** that the County Legislature hereby authorizes the County Executive, or his designee, to enter and execute any and all contract documents related to this project, on behalf of the County of Suffolk; and be it further

5th **RESOLVED**, that the proceeds of $500,000 in Serial Bonds be and they are hereby appropriated as follows:

Project No.	JC	Project Title	Amount
525-CAP-6427.110	35	START-UP NY/Suffolk County	$500,000
(Fund 001 Debt Service)			

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1187

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2015, APPROPRIATING FUNDS IN CONNECTION WITH START-UP/ NY/SUFFOLK COUNTY (CP 6427)

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 SSPRING OF 2016 AND DEBT SERVICE WILL COMMENCE SPRING 2017. THERE IS NO FISCAL IMPACT IN 2015 OR 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2015 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		September 18, 2015

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1787

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$110,427**	**$0.21**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$110,427**	**$0.21**		$0.000

**** The Estimated 2017 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1787

Term of Bonds	5
Amount to Bond:	$500,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2016					
5/1/2017	3.000%	$93,427.25	$17,000.00	$110,427.25	$110,427.25
			$6,911.74	$6,911.74	
5/1/2018	3.000%	$96,603.77	$6,911.74	$103,515.51	$110,427.25
			$5,269.47	$5,269.47	
5/1/2019	3.000%	$99,888.30	$5,269.47	$105,157.77	$110,427.25
			$3,571.37	$3,571.37	
5/1/2020	4.000%	$103,284.50	$3,571.37	$106,855.87	$110,427.25
			$1,815.53	$1,815.53	
5/1/2021	4.000%	$106,796.18	$1,815.53	$108,611.71	$110,427.25
5/1/2022		$500,000.00	$52,136.23	$552,136.23	$552,136.23
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					
5/1/2034					

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

1787

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1787

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2015 1NTERGOVERNMENTAL RELATIONS 1787

MEMORANDUM OF SUPPORT

TITLE OF BILL: RESOLUTION NO. -2015, APPROPRIATING FUNDS IN CONNECTION WITH START-UP NY/SUFFOLK COUNTY (CP 6427)

PURPOSE OR GENERAL IDEA OF BILL: To appropriate funds in connection with START-UP NY/Suffolk County in order to partner with local colleges and universities to identify locations suitable for the development of projects eligible for START-UP NY

SUMMARY OF SPECIFIC PROVISIONS: Sufficient funds are included in the 2015 Capital Budget and Program to cover the costs of said request under Capital Program 6427.

JUSTIFICATION: Suffolk County wishes to support the development of businesses within the County's present and future transit-oriented downtowns including Patchogue, Riverhead, Wyandanch, Ronkonkoma, Heartland in Brentwood, and START-UP NY/Suffolk County will empower the County to encourage emerging innovation companies to locate within Suffolk's downtowns.

FISCAL IMPLICATIONS: Serial bonds will be issued to finance this capital project.

COUNTY OF SUFFOLK

1787

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

September 18, 2015

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

Dear Mr. Schneider:

Attached are the following Resolutions, together with the back-up documentation, requested to be Laid on the Table at the October 6, 2015 meeting of the Legislature:

1) RESOLUTION NO. -2015, AMENDING THE 2015 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH JUMPSTART SUFFOLK (CP 6424)
2) RESOLUTION NO. -2015 APPROPRIATING FUNDS IN CONNECTION WITH START-UP/NY/SUFFOLK COUNTY (CP 6427)

Thank you.

Very truly yours,

Amy Keyes

Amy Keyes
Deputy Commissioner
Economic Development and Planning

Attachment

cc: Dennis Cohen, Chief Deputy County Executive
Joanne Minieri, Deputy County Executive and Commissioner EDP
Lisa Santeramo, Assistant Deputy County Executive
Katie Horst, Director of Intergovernmental Relations

1788

Intro. Res. No. -2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, AMENDING THE 2015 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH JUMPSTART SUFFOLK (CP 6424)

WHEREAS, the County of Suffolk has established a dedicated Capital Project the purpose of which is to support economic development initiatives which promote mixed-use residential and commercial development; and

WHEREAS, Jumpstart Suffolk has been designated to encourage, foster and enhance the planning, development and/or new construction of regionally significant, vibrant transit-oriented development in and around downtowns, and/or light industrial and commercial areas adjacent to downtowns or transit; and

WHEREAS, the 2015 Capital Budget and Program includes funds to support the planning of regionally significant transit-oriented developments under Capital Program 6424; and

WHEREAS, the Commissioner of Economic Development and Planning has requested that these funds for the Jumpstart Suffolk Program be reclassified to support the construction of infrastructure to support vibrant mixed-use development in and around downtowns; and

WHEREAS, sufficient funds are included in the 2015 Capital Budget and Program to cover the costs of said request under Capital Program 6424; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the Adopted 2015 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, Jumpstart Suffolk will provide funding to support infrastructure improvements associated with regionally significant economic development projects; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $2,500,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, the County wishes to fund economic development projects that encourage job creation, foster and enhance the planning, development or new construction of regionally significant, vibrant mixed-use transit-oriented development in and around downtowns or light industrial and commercial areas adjacent to downtowns or transit, with long-term economic impact; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of thirty-five (35) 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 2015 Capital Budget and Program be and they are hereby amended as follow:

Project No. 6424
Project Title: Jumpstart Suffolk

	Total Est'd Cost	Current 2015 Capital Budget& Program	Revised 2015 Capital Budget& Program
1. Planning, Design & Supervision	$0	$2,500,000B	$0
3. Construction	$2,500,000	$0	$2,500,000B
Total	$9,800,000	$9,800,000	$2,500,000

4th **RESOLVED**, that no monies shall be allocated to or expended from this Capital Project No. 6424 unless and until a resolution is adopted by the County Legislature approving the specific economic development project or projects being considered for funding under this Capital Project; and be it further

5th **RESOLVED**, that the proceeds of $2,500,000 in Serial Bonds be and they are hereby appropriated as follows, subject to the condition that no bonds or notes shall be issued for any of the projects unless and until full environmental reviews under the State Environmental Quality Review Act (SEQRA) have been completed by the County of Suffolk or other local municipality as lead agency:

Project No.	JC	Project Title	Amount
525-CAP-6424.315	35	Jumpstart Suffolk	$2,500,000
(Fund 001 – Debt Service)			

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

1788

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. -2015, AMENDING THE 2015 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH JUMPSTART SUFFOLK (CP 6424)

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 SSPRING OF 2016 AND DEBT SERVICE WILL COMMENCE SPRING 2017. THERE IS NO FISCAL IMPACT IN 2015 OR 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2015 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		September 25, 2015

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1788

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$303,134**	**$0.58**		$0.001

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$303,134**	**$0.58**		$0.001

**** The Estimated 2017 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1788

Term of Bonds	10
Amount to Bond:	$2,500,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2016					
			$91,666.67	$303,134.03	$303,134.03
5/1/2017	3.000%	$211,467.36	$41,956.43	$41,956.43	
			$41,956.43	$261,177.60	$303,134.03
5/1/2018	3.000%	$219,221.17	$37,937.38	$37,937.38	
			$37,937.38	$265,196.65	$303,134.03
5/1/2019	3.000%	$227,259.28	$33,770.96	$33,770.96	
			$33,770.96	$269,363.07	$303,134.03
5/1/2020	4.000%	$235,592.12	$29,451.77	$29,451.77	
			$29,451.77	$273,682.26	$303,134.03
5/1/2021	4.000%	$244,230.49	$24,974.21	$24,974.21	
			$24,974.21	$278,159.82	$303,134.03
5/1/2022	4.000%	$253,185.61	$20,332.47	$20,332.47	
			$20,332.47	$282,801.56	$303,134.03
5/1/2023	4.000%	$262,469.08	$15,520.54	$15,520.54	
			$15,520.54	$287,613.49	$303,134.03
5/1/2024	4.000%	$272,092.95	$10,532.17	$10,532.17	
			$10,532.17	$292,601.86	$303,134.03
5/1/2025	4.000%	$282,069.69	$5,360.89	$5,360.89	
			$5,360.89	$297,773.14	$303,134.03
5/1/2026	4.000%	$292,412.25			
5/1/2027		$2,500,000.00	$531,340.30	$3,031,340.30	$3,031,340.30
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					
5/1/2033					
5/1/2034					

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

1788

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
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3) SOURCE FOR EQUALIZATION RATES: 2014 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

1788

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1788

2015 1NTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT

TITLE OF BILL: RESOLUTION NO. -2015, AMENDING THE 2015 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH JUMPSTART SUFFOLK (CP 6424)

PURPOSE OR GENERAL IDEA OF BILL: To amend the Capital Budget to move funds from Planning to Construction and to appropriate funds in connection with Jumpstart Suffolk in order to support infrastructure improvements associated with certain regionally significant economic development projects which promote mixed-used residential and commercial development.

SUMMARY OF SPECIFIC PROVISIONS: Sufficient funds are included in the 2015 Capital Budget and Program to cover the costs of said request under Capital Program 6424.

JUSTIFICATION: Jumpstart Suffolk was established with the purpose of encouraging the development of mixed-use, smart growth economic development projects by providing supplemental infrastructure funding. There are several such developments underway across Suffolk County. Specific projects will be presented to the Legislature for consideration prior to being awarded funding.

FISCAL IMPLICATIONS: Serial bonds will be issued to finance this capital project.

COUNTY OF SUFFOLK

1788

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

September 18, 2015

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

Dear Mr. Schneider:

Attached are the following Resolutions, together with the back-up documentation, requested to be Laid on the Table at the October 6, 2015 meeting of the Legislature:

1) RESOLUTION NO. -2015, AMENDING THE 2015 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH JUMPSTART SUFFOLK (CP 6424)
2) RESOLUTION NO. -2015 APPROPRIATING FUNDS IN CONNECTION WITH START-UP/NY/SUFFOLK COUNTY (CP 6427)

Thank you.

Very truly yours,

Amy Keyes

Amy Keyes
Deputy Commissioner
Economic Development and Planning

Attachment

cc: Dennis Cohen, Chief Deputy County Executive
Joanne Minieri, Deputy County Executive and Commissioner EDP
Lisa Santeramo, Assistant Deputy County Executive
Katie Horst, Director of Intergovernmental Relations

Introductory Resolution No. 1789-15 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 THOMAS D. CARROLL AND MARY ELLEN CARROLL, HIS WIFE (SCTM NO. 0800-055.00-03.00-035.000)

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Smithtown, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0800 Section 055.00 Block 03.00 Lot 035.000 and reacquired from Town of Smithtown by Quitclaim Deed dated May 6, 2015 and recorded May 12, 2015 in Liber 12186 at CP 609, and described as follows, known and designated Lots 553 and 554 on a certain map entitled "Map of St. James Park", and filed in the Office of the Clerk of the County of Suffolk as Map No. 585; and

WHEREAS, a deed conveyed the above captioned property from the County of Suffolk as party of the first part to the Town of Smithtown as party of the second part, dated August 18, 1987 and recorded in the Office of the Clerk of the County of Suffolk on September 23, 1987 in Liber 10428 cp 65, and,

WHEREAS, said above referenced deed contained a Restrictive Covenant that provided"...the party of the second part will be restricted in its use of the subject premises and will use said premises solely and exclusively for governmental purposes; with all right, title and interest reverting to the party of the first part in the event that the party of the second part, at any time, uses or attempts to use said premises for other than governmental purposes or attempts to sell, transfer or otherwise dispose of said subject premises without said premises being used thereafter for governmental purpose. This covenant and restriction will run with the land and shall bind the heirs or successors and assigns of the party of the second part...and,

WHEREAS, the party of the second part, the Town of Smithtown has conveyed title back to the party of the first part by deed dated May 6, 2015 and recorded May 12, 2015 in Liber 12816 cp 609, and,

WHEREAS, notwithstanding that said restrictive covenant is merged, by operation of law, into the fee title back into said party of the first part,

WHEREAS, in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County to an adjoining property owner; and

WHEREAS, Thomas D. Carroll and Mary Ellen Carroll, have made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $52,000.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described being in size approximately 50' x 100' paper street has been appraised at $10,000.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Assistant Director of Real Estate, and/or his or her designee, has received and deposited the sum of $52,000.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land, now, be it therefore,

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 the 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 deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any habitable structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. THIS covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them; and be it further,

3rd **RESOLVED**, that the Assistant Director of Real Estate, and/or his or her designee, be and he or she hereby is authorized to execute and acknowledge a, Quitclaim Deed to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Thomas D. Carroll and Mary Ellen Carroll, his wife, residing at 234 Fifth Street, St. James, New York 11780.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building
100 Veterans Memorial Highway - 2nd Floor
Post Office Box 6100
Hauppauge, New York 11788

1789

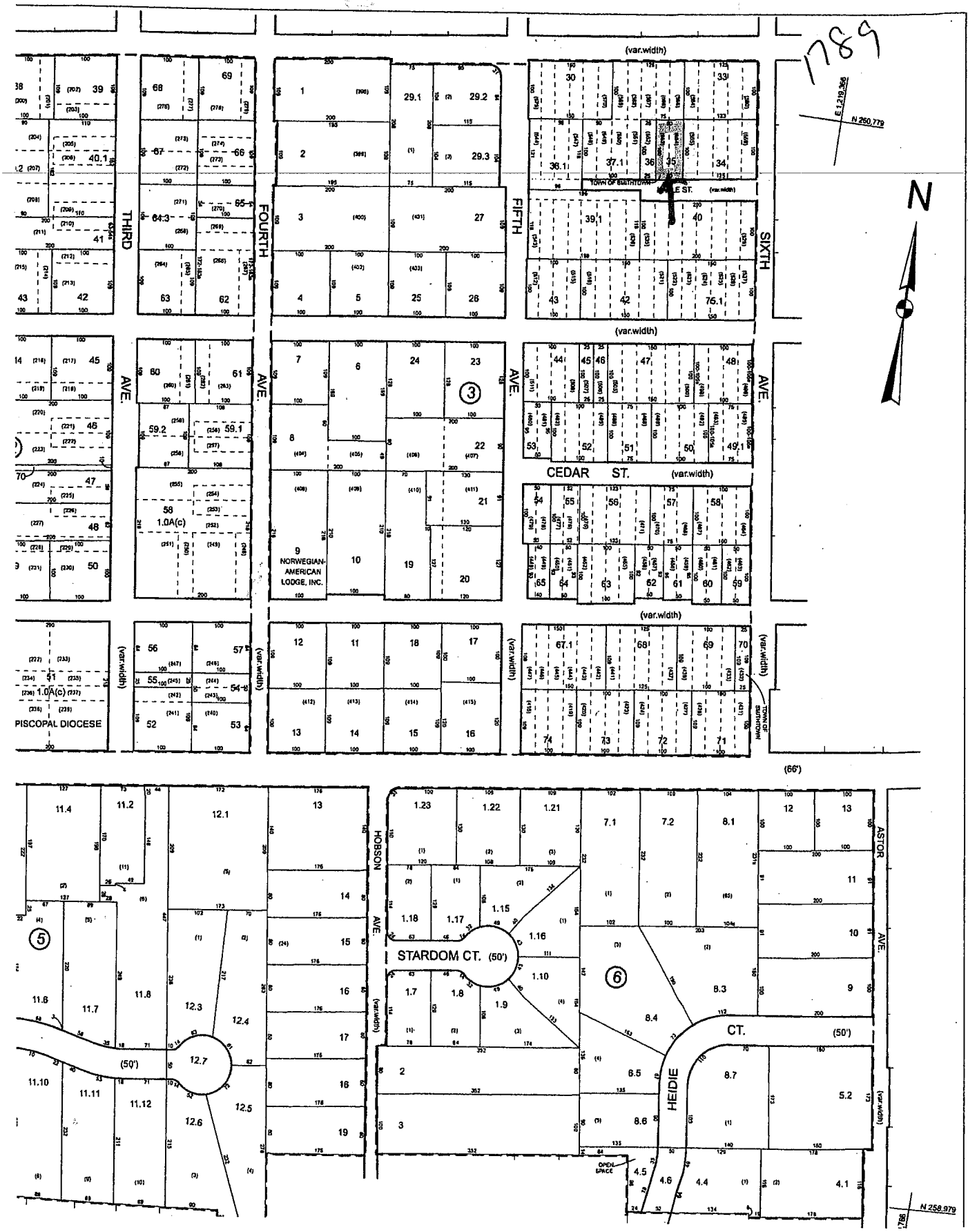
SUMMARY STATEMENT

DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0800-055.00-03.00-035.000

ADJOINING OWNER	BID	BID	BID
Thomas D. Carroll and Mary Ellen Carroll 234 Fifth Street St. James, New York11780 0800-055.00-03.00-036.000 & 037.001	$52,000.00		
Kerry J. Maher & Richard D. Weisse 264 Sixth Avenue St. James, New York 11780 0800-055.00-03.00-034.000	$50,000.00		

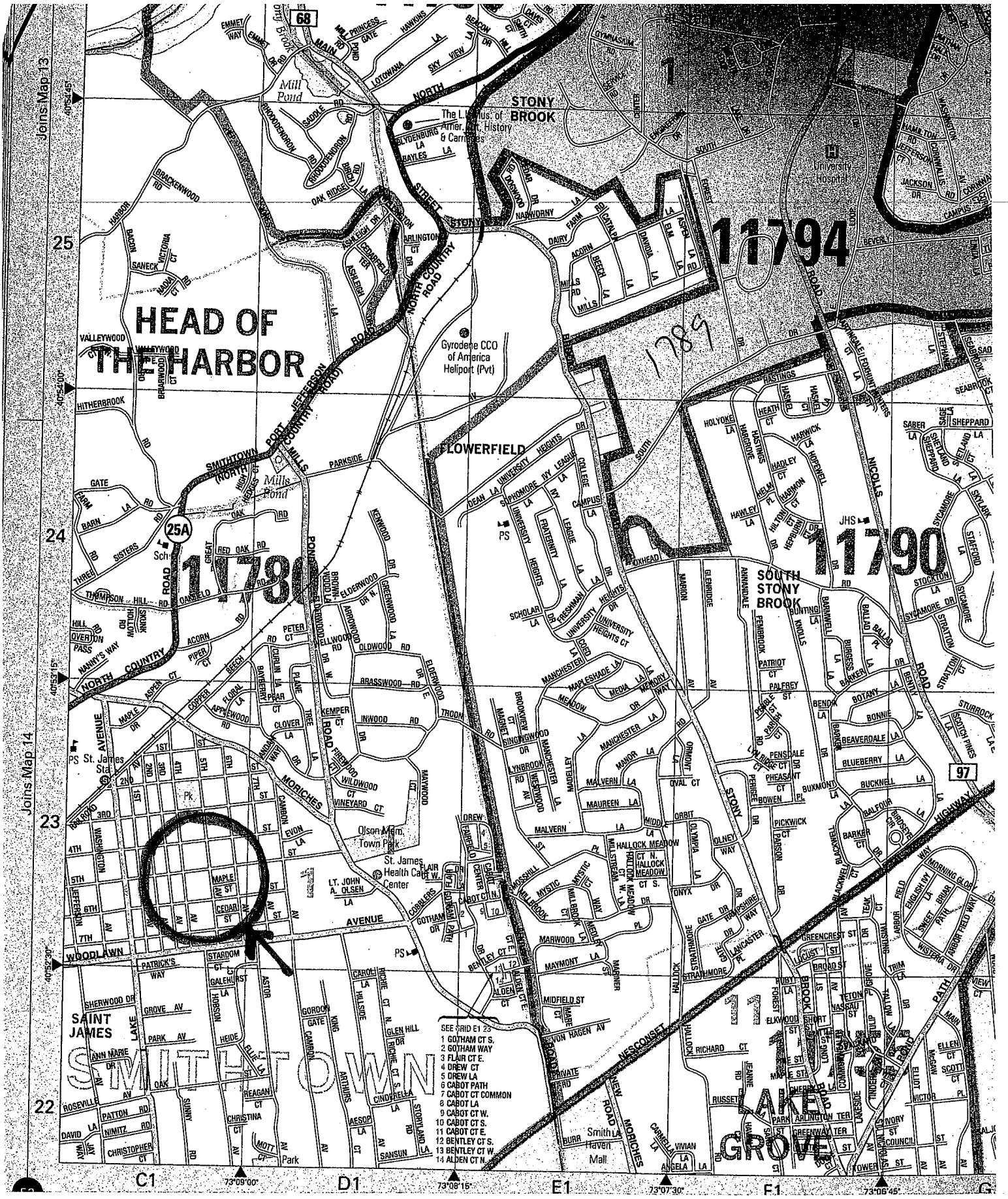
SIZE OF PARCEL: 50' x 100'
APPRAISED VALUE: $10,000.00
COMMENT: Direct Sale to Adjacent Owner

Wayne R. Thompson
Property Manager
(631) 853-5971



TM # 0800-055.00-03.00-035.000

1789



TM # 0800-055.00-03.00-035.000

1789

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law _X_ Charter Law _____

2. Title of Proposed Legislation

   SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976
   THOMAS D. CARROLL AND MARY ELLEN CARROLL, HIS WIFE
   (SCTM NO. 0800-055.00-03.00-035.000)

3. Purpose of Proposed Legislation

   Convey County owned parcel to adjacent 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?

   _X_ 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.
   Income from sale.

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

   Unknown

8. Proposed Source of Funding

   None

9. Timing of Impact

   2015

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

    R.J. Bhatt
    Land Management Specialist

    RJ Bhatt
    N Toomb

    9/14/15
    9/25/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1789

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1789

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

September 14, 2015

Jon Schneider
Deputy County Executive
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0800-055.00-03.00-035.000

Dear Mr. Schneider:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Wayne R. Thompson
Real Property Manager
Division of Real Property Acquisition and
Management

JRN:WRT:slb
Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy of Resolution to:
CE Reso Review, (electronic copy)

1790

Intro. Res. No. -2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, APPROPRIATING FUNDS IN CONNECTION WITH COMPUTERIZED RESERVATION SYSTEM (POS) IN COUNTY PARKS (CP 7169)

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for the purchase of equipment for the existing computerized reservation system / point-of-sale (POS) system in County parks; and

WHEREAS, the computerized reservation system has proven to be an effective tool in the accurate collection of revenue, the management of daily reservations, and the overall oversight of the County's Park facilities; and

WHEREAS, there are sufficient funds within the 2015 Capital Budget and Program to cover the cost of equipment under Capital Program Number 7169; 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 2015 Capital Budget 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 $160,000 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 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 proceeds of the $160,000 in Suffolk County Serial Bonds be and are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-7169.512 (Fund 001 Debt Service)	60	Computerized Reservation System (POS) in County Parks	$160,000

Date:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1790

1. Type of Legislation Resolution ___X___ Local Law _____ Charter Law _____
2. Title of Proposed Legislation **RESOLUTION NO. -2015, APPROPRIATING FUNDS IN CONNECTION WITH COMPUTERIZED RESERVATION SYSTEM (POS) IN COUNTY PARKS (CP 7169)**
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 SSPRING OF 2016 AND DEBT SERVICE WILL COMMENCE SPRING 2017. THERE IS NO FISCAL IMPACT IN 2015 OR 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2015 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		September 25, 2015

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1790

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$35,337**	**$0.07**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$35,337**	**$0.07**		$0.000

**** The Estimated 2017 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1790

Term of Bonds	5
Amount to Bond:	$160,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2016					
5/1/2017	3.000%	$29,896.72	$5,440.00	$35,336.72	$35,336.72
			$2,211.76	$2,211.76	
5/1/2018	3.000%	$30,913.21	$2,211.76	$33,124.96	$35,336.72
			$1,686.23	$1,686.23	
5/1/2019	3.000%	$31,964.26	$1,686.23	$33,650.49	$35,336.72
			$1,142.84	$1,142.84	
5/1/2020	4.000%	$33,051.04	$1,142.84	$34,193.88	$35,336.72
			$580.97	$580.97	
5/1/2021	4.000%	$34,174.78	$580.97	$34,755.75	$35,336.72
5/1/2022		$160,000.00	$16,683.59	$176,683.59	$176,683.59
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					
5/1/2034					

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

1790

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
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3) SOURCE FOR EQUALIZATION RATES: 2014 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

1790

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1790

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with Computerized Reservation System (POS) in County Parks (CP 7169).

PURPOSE OR GENERAL IDEA OF BILL: To appropriate the funds adopted in the 2015 Capital Budget for this Capital project.

SUMMARY OF SPECIFIC PROVISIONS: This resolution appropriates the funds adopted in the 2015 Capital Budget in connection with equipment purchases associated with the Computerized Reservation System (POS) in County Parks (CP 7169).

JUSTIFICATION: This resolution will allow the Department to purchase equipment to maintain the existing computerized reservation (POS) system currently operating, as well as expand the system, where feasible, to locations that may not be fully served. Additionally, equipment used in the reservation system is heavily used throughout the summer season and needs to be replaced periodically, as its components wear out and fail. Equipment to be purchased may include card readers, printers, terminals, and laptops, among other items.

FISCAL IMPLICATIONS: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred by the County over the life of the bonds.

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

COUNTY OF SUFFOLK

1790

STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: **JON SCHNEIDER, Deputy County Executive**

FROM: **GREG DAWSON, Commissioner**

DATE: **September 22, 2015**

RE: **APPROPRIATING FUNDS IN CONNECTION WITH COMPUTERIZED RESERVATION SYSTEM (POS) IN COUNTY PARKS (CP 7169)**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Appropriating Funds for Computerized Reservation System (POS) in County Parks (CP 7169).doc."

The 2015 Adopted Capital Budget includes $260,000 for the purchase of equipment related to the Computerized Reservation System (POS). This resolution seeks to appropriate $160,000 for equipment purchases to be utilized throughout the Parks system.

Should you require anything further, please contact my office at 4-4984.

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977
SUFFOLK COUNTY PARKS

Introductory Resolution No. 1791-15 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM # 0200-527.00-02.00-013.000)

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

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 527.00, Block 02.00 Lot 013.000 and acquired by Tax Deed on August 27, 2012 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 28, 2012 in Liber 12703 at CP 480 and described as follows, known and designated as Lots 1 to 6 inclusive in Block 8 on a certain map entitled "Map of Gordon Heights, Section 2", and filed in the Office of the Clerk of the County of Suffolk on May 5, 1931 as Map No. 1016; and

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel being in size approximately 100' x 127' x 100' x 120' with a preliminary value range of $15,000.00 to $20,000.00 described in Exhibit "A" annexed hereto; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has approved the proposed transfer and use of said parcel, now therefore be it; and

1st **RESOLVED**, that the Assistant Director of Real Estate, and/or his or her designee is hereby authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Town of Brookhaven for the sum of $4,921.08 which is the amount of the County's investment plus the pro rata share of the current tax adjustment due at closing; and be it further

2nd **RESOLVED**, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for Drainage/Recharge Basin purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for Drainage/Recharge Basin purposes; and be it further

3rd **RESOLVED**, that said quitclaim deed tendered by the Assistant Director of Real Estate, and /or his or her designee, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

4th **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 the 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).

DATED: _____

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

Exhibit "A"

ADOPTED

BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 2014-629
MEETING OF September 9, 2014

AUTHORIZATION TO ACQUIRE VACANT PARCELS OF SUFFOLK COUNTY OWNED LAND FOR DRAINAGE PURPOSES PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW – CEDAR LANE AND PINE GROVE AVENUE, MEDFORD (SCTM No. 0200-527.00-02.00-013.000)

WHEREAS, Section 72-h of the General Municipal Law of the State of New York permits the sale of real property between municipal governments in the State of New York; and

WHEREAS, there is a vacant parcel of Suffolk County owned land located on Cedar Lane and Pine Grove Avenue in Medford, further identified as SCTM No. 0200-527.00-02.00-013.000 as shown on the attached map; and

WHEREAS, the Town of Brookhaven is interested in acquiring said parcel of real property for drainage purposes for a total consideration not to exceed $4,921.08 plus pro-rata taxes at the time of closing; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed: 1) That the Grantee or any subsequent Grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises; 2) That the Grantee shall not sell, convey, transfer or otherwise dispose of the subject premises; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the restrictive covenants described above will run with the land and shall bind the heirs, successors, and assigns of the Town of Brookhaven and in the event of any violation of the restrictive covenants

stated above, the Deed conveying said parcels shall be void ab initio and title to the realty shall revert to the County of Suffolk; and

WHEREAS, the acquisition of said parcels pursuant to General Municipal Law Section 72-H, as an intergovernmental transfer, is a Type II action pursuant to NYCRR 617.5(c)(19) and, therefore, no further SEQRA review is required,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcel for drainage purposes further identified as SCTM No. 0200-527.00-02.00-013.000 and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed $4,921.08 plus pro-rata taxes at the time of closing subject to the restrictive covenants and reverter provisions as stated above.

1791

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-527.00-02.00-013.000

Section 72-h, Gen'l Municipal Law

County Investment $4,921.08

PURPOSE:

A. Affordable Housing	_____
B. Town Parks	_____
C. Road/Highway	_____
D. Drainage/Recharge Basin	X
E. Other	_____

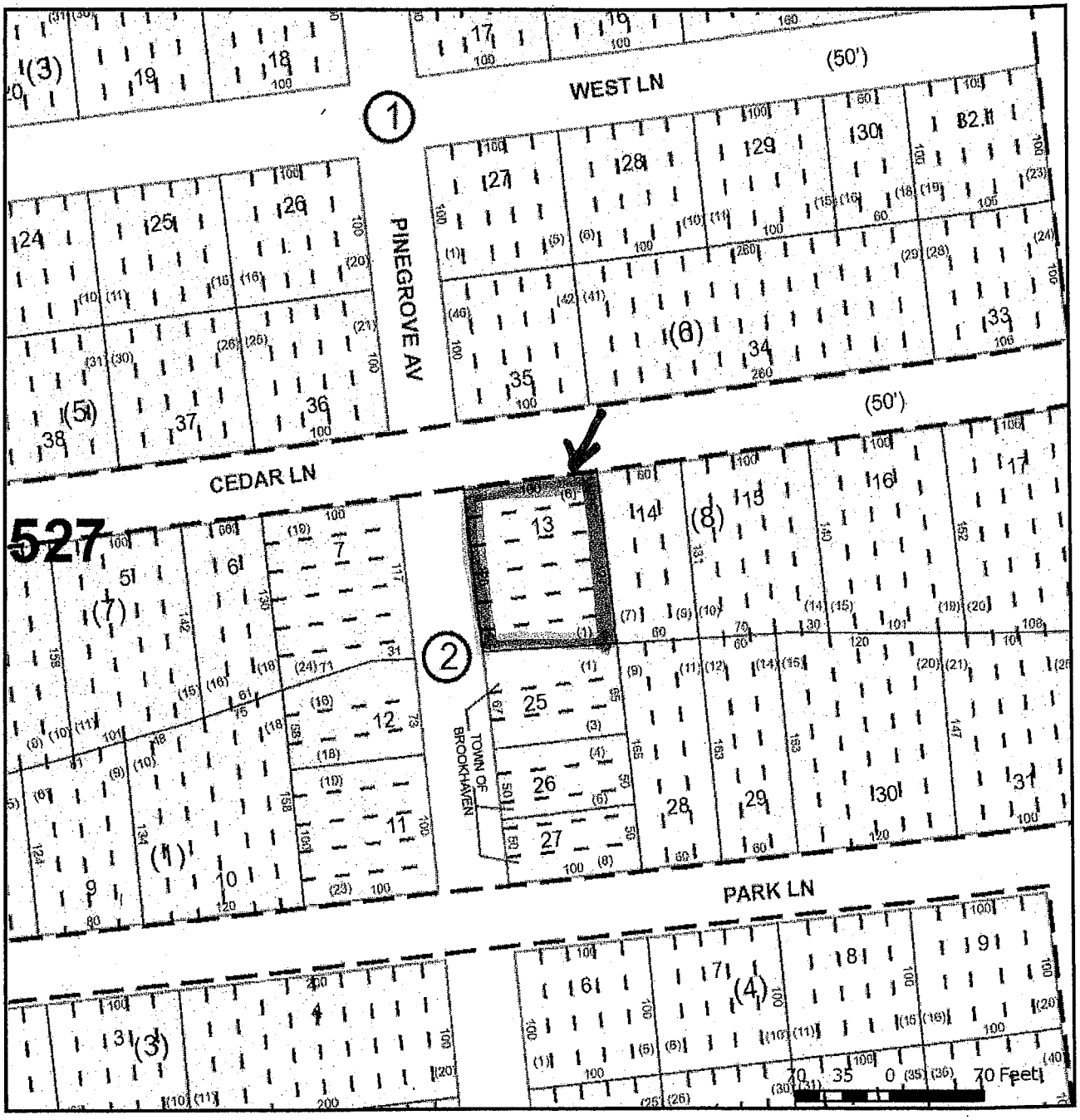
Wayne R. Thompson
Property Manager
(631) 853-5971

WRT:slb

COUNTY OF SUFFOLK

1791

REAL PROPERTY TAX SERVICE AGENCY

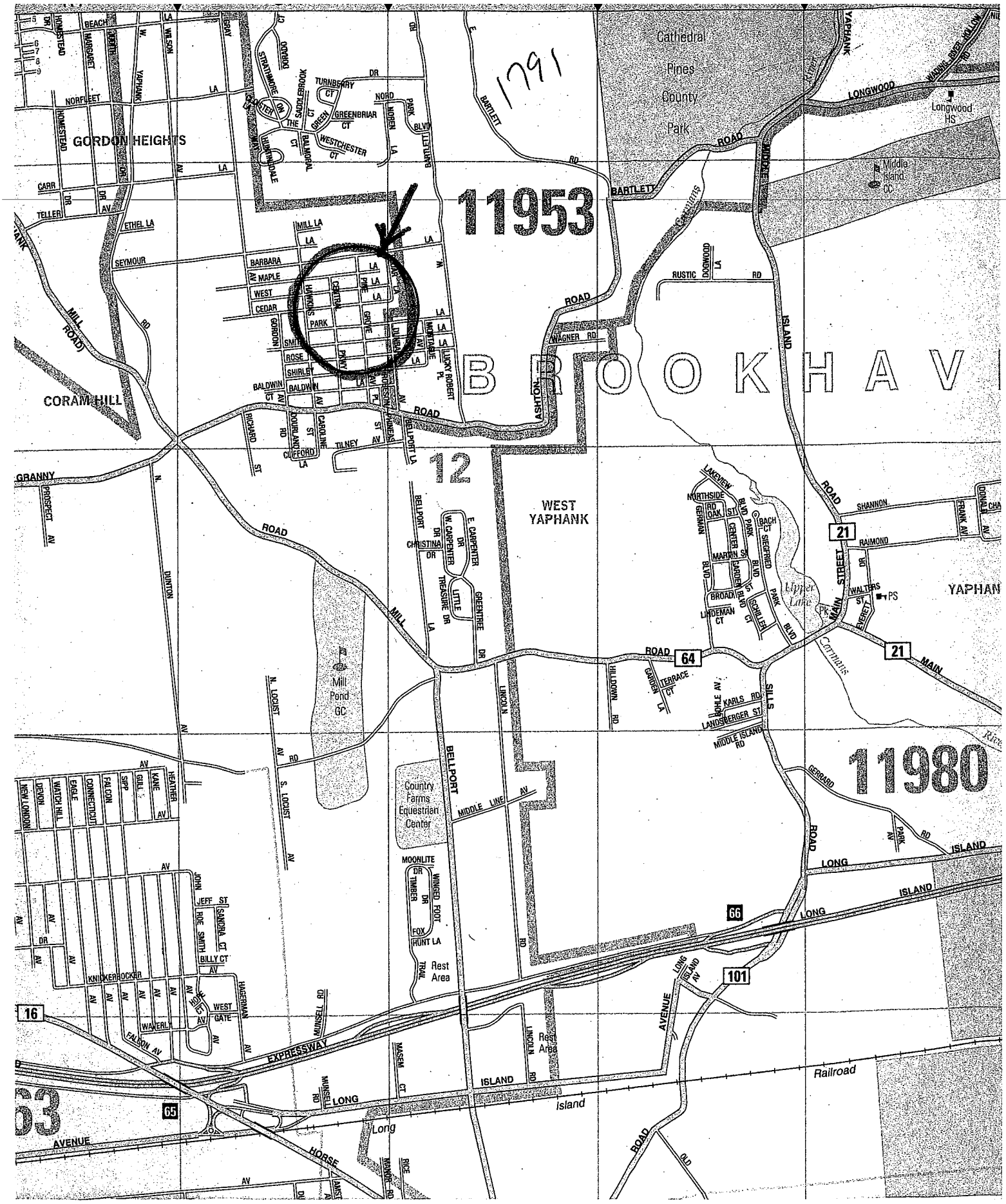


Map

TM # 0200-527.00-02.00-013.000

1791

West Ln
Pinegrove Ave
Cedar Ln
Park Ln
Dunbar Ave
TM# 0200-527.00-02.00-013.000



Tm# 0200-527.00-02.00-013.000

1791

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM # 0200-527.00-02.00-013.000)

3. Purpose of Proposed Legislation

Convey County owned parcel to the Town of Brookhaven for Drainage/Recharge Basin purposes

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?

__X__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

Loss of sale at public auction

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

Unknown

8. Proposed Source of Funding

Unknown

9. Timing of Impact

2015

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

R.J. Bhatt
Land Management Specialist

R.J. Bhatt 9/22/15
9/25/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1791

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS..

To be completed by the Executive Budget Office

1791

2015 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:

SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO SECTION 72-h OF THE GENERAL MUNICIPAL LAW (TOWN OF BROOKHAVEN) (SCTM # 0200-527.00-02.00-013.000)

PURPOSE OR GENERAL IDEA OF BILL:

Sale to the Town of Brookhaven of 100' x 127' x 100' x 120' approximately 0.28 acre for use in Drainage purpose.

SUMMARY OF SPECIFIC PROVISIONS:

Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations.

JUSTIFICATION:

Attached Town Board resolution to transfer to the Town of Brookhaven.

FISCAL IMPLICATIONS:

County Investment repaid.

COUNTY OF SUFFOLK

1791

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

September 22, 2015

Jon Schneider
Deputy County Executive
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0200-527.00-02.00-013.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to a Municipality, State, or Federal Government.

Dear Mr. Schneider:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Brookhaven for municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

Wayne R. Thompson
Real Property Manager
Department of Economic Development
and Planning

WRT:slb

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy of Resolution to:
CE Reso Review, (electronic copy)

Intro. Res. No. 1792-15

Laid on Table 10/6/15

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. 2015, APPROVING THE APPOINTMENT OF HERBERT J. STROBEL AS A MEMBER OF THE SUFFOK COUNTY FARMLAND COMMITTEE

WHEREAS, there is a vacancy on the Suffolk County Farmland Committee for an at-large position; and

WHEREAS, pursuant to Chapter 8 of the Suffolk County Administrative Code, the Suffolk County Executive shall appoint nine members to the Suffolk County Farmland Committee with approval of the Suffolk County Legislature pursuant to Chapter 8-4.B.(1); and

WHEREAS, there are certain criteria outlined in Chapter 8-4.D(1)(b) that states that at least one member shall be an individual with a background or expertise in livestock and livestock products; and

WHEREAS, Herbert J. Strobel received a B.S., M.S., and Ph.D. Degree in Animal Science from Cornell University; is a partner on a working family farm; helped establish a program in sustainable agriculture at the University of Kentucky where he was a faculty member; is currently the Executive Director of the Hallockville Museum Farm in Riverhead; is on the board of the Peconic Land Trust; is a member of the Agricultural Advisory Board and Open Space and Farmland Acquisition Advisory Committee of the Town of Brookhaven; and

WHEREAS, Herbert J. Strobel meets the criteria of Chapter 8-4.D(1)(b); now, therefore, be it

1st **RESOLVED,** that Herbert J. Strobel, of 84 Chichester Avenue, Center, Moriches, New York, be appointed as an at-large member of the Suffolk County Farmland Committee, to serve at the pleasure of the County Executive for a four-year term, in accordance with Chapter 8 of the Suffolk County Administrative Code.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1792

Resume

HERBERT J. STROBEL

Home:
Center Moriches, NY 11934
(631)

Work: Hallockville Museum Farm
Riverhead, NY 11901
(631)

Education

1987-1990	Ph. D.,	Animal Science, Cornell University
1985-1987	M. S.,	Animal Science, Cornell University
1981-1985	B. S.,	with Honors and Distinction, Cornell University

Positions

2008-present	Executive Director, Hallockville Museum Farm, Riverhead, NY
2008-present	Adjunct Faculty, Dept. of Animal & Food Sciences, Univ. of Kentucky
1996-2008	Associate Professor, Dept. of Animal & Food Sciences, Univ. of Kentucky
1990-1996	Assistant Professor, Dept. of Animal & Food Sciences, Univ. of Kentucky

Summary of Research Experience

1990-2008	Faculty, Univ. of Kentucky.
1988-1990	Graduate Fellow, Cornell Univ.
1987-1988	Study leave, Univ. of Groningen, the Netherlands.
1985-1986	Research Assistant, Cornell Univ.
1983-1985	Laboratory Assistant, Cornell Univ.

Summary of Teaching and Curriculum Development Experience

1991-2008	Instructor, Univ. of Kentucky
2006	Leader, Sustainable Agriculture Program Development, Univ. of Kentucky
2003-2004	Leader, Animal Sciences Curriculum Review, Univ. of Kentucky
1985-1988	Teaching Assistant, Cornell Univ.

Summary of Major Technical Review Service (1991-2008)

- Editorial Board Member, *Applied and Environmental Microbiology*
- Associate Editor, *Microbiology*
- Editorial Board Member, *Journal of Animal Science*
- Member of Proposal Review Panels, Department of Agriculture, Department of Energy
- Technical Advisory Board, Northeast Sustainable Agriculture Research and Education
- Technical Reviewer, National Organic Standards Board

Summary of Scientific Grants Awarded (1991-2010)

- Extramural Competitive Awards
  - Department of Agriculture, National Science Foundation, Department of Energy
  - $624,000 as program director
  - $842,000 as co-director

- Intramural Competitive Awards
  - University of Kentucky
  - $143,000 as program director

Summary of Publications (1991-2010)

- Refereed journal articles 53
- Technical articles 3
- Abstracts 61
- Book chapters 3

Agricultural Production Experience

1981-present	Farm Partner, Thee's Dairy Farm, Center Moriches, NY
1983-1985	Animal Technician, Cornell Duck Research Laboratory, Eastport, NY

Community Service and Relevant Activities

2015-present	Board, Peconic Community School
2013-present	Board, Peconic Land Trust
2011-present	Treasurer, Long Island Native Plant Initiative
2010-2014	Board and Secretary (2012-14), Cornell Cooperative Extension of Suffolk
2010-2014	Chair, Suffolk County Farm Program Advisory Committee
2005-present	Member, Brookhaven Town Agricultural Advisory Committee
2007-present	Member, Brookhaven Town Open Space Advisory Committee
2007-present	Chair, Peconic Land Trust Agricultural Committee
2008-present	Chair, Peconic Land Trust Public Policy Committee
2004-2008	Member, University of Kentucky Sustainable Agriculture Program

1792

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

APPROVING THE APPOINTMENT OF HERBERT J. STROBEL AS A MEMBER OF THE SUFFOK COUNTY FARMLAND COMMITTEEE

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 *Chief Environmental Analyst*		*September 23, 2015*

SCIN FORM 175b (10/95)

NTBM 9/25/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1792

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1792

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL (I.R.) : **APPROVING THE APPOINTMENT OF HERBERT J. STROBEL AS A MEMBER OF THE SUFFOK COUNTY FARMLAND COMMITTEEE**

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To approve the appointment of Herbert J. Strobel as a member at-large of the Suffolk County Farmland Committee.

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to approve the appointment of Herbert J. Strobel as a member at-large of the Suffolk County Farmland Committee. He exhibits the expertise necessary to fulfill the requirements of having at least one member of the SC Farmland Committee with a background or expertise in livestock and livestock products.

JUSTIFICATION:

A vacancy exists for a person with expertise in livestock and livestock products to be appointed to the Suffolk County Farmland Committee. The County Executive appoints members to the SC Farmland Committee with approval by the SC Legislature. Upon the recommendation of the County Executive, this resolution requests the approval of the appointment of Herbert J. Strobel as a member at-large to the Suffolk County Farmland Committee, as set forth in Chapter 8 of the Suffolk County Administrative Code.

FISCAL IMPLICATIONS:

None

COUNTY OF SUFFOLK

1792

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

September 23, 2015

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-2015 SC Farmland Committee Appointment - H. Strobel**

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would approve the appointment of Herbert J. Strobel as a member at-large to the Suffolk County Farmland Committee.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

cc: Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst, Div. of Planning and Environment
August Ruckdeschel, Department of Economic Development and Planning
Robert Braun, Department of Law
CE Reso Review (electronic copy)

1793

Intro. Res. No. -2015 Laid on Table 10/6/15
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, AMENDING THE 2015 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH CONSTRUCTION OF A SEA WALL AT INDIAN ISLAND COUNTY PARK BLUFF (CP 7192)

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for the engineering of a sea wall at Indian Island County Park bluff; and

WHEREAS, the Department of Public Works has completed the initial review and chosen a preferred design alternative, and now requires funds to complete the engineering of the final design for the construction of a sea wall to protect the bluff at Indian Island County Park; and

WHEREAS, the bluff has been subject to repeated erosion caused by storm and wave activity, which necessitates the Parks Department to repeatedly place sand on the bluff to restore its integrity; and

WHEREAS, the bluff protects a known Native American burial ground, as well as an access road and picnic areas used by patrons of Indian Island County Park; and

WHEREAS, there are not sufficient funds within the 2015 Capital Budget and Program to cover the cost of said request under Capital Program 7192 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 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2015 Capital Budget 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 thirty (30) 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 2015 Capital Budget and Program be and they are hereby amended as follows:

Project No. 7169
Project Title: Computerized Reservation System (POS) in County Parks

	Total Est'd Cost	Current 2015 Capital Budget & Program	Revised 2015 Capital Budget & Program
5. Furniture / Equipment	$460,000	$260,000B	$160,000B
Total	$1,010,000	$260,000	$160,000

Project No. 7192
Project Title: Construction of a Sea Wall at Indian Island County Park Bluff

	Total Est'd Cost	Current 2015 Capital Budget & Program	Revised 2015 Capital Budget & Program
1. Planning	$100,000	$0	$100,000B
Total	$100,000	$0	$100,000

; and be it further

4th RESOLVED, that the proceeds of the $100,000 in Suffolk County Serial Bonds be and are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-7192.110 (Fund 001 Debt Service)	60	Construction of a Sea Wall at Indian Island County Park Bluff	$100,000

Date:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1793

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2015, AMENDING THE 2015 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH CONSTRUCTION OF A SEA WALL AT INDIAN ISLAND COUNTY PARK BLUFF (CP 7192)

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 SSPRING OF 2016 AND DEBT SERVICE WILL COMMENCE SPRING 2017. THERE IS NO FISCAL IMPACT IN 2015 OR 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2015 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		September 25, 2015

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1793

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$22,085**	**$0.04**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$22,085**	**$0.04**		$0.000

**** The Estimated 2017 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1793

Term of Bonds	5
Amount to Bond:	$100,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2016					
5/1/2017	3.000%	$18,685.45	$3,400.00	$22,085.45	$22,085.45
			$1,382.35	$1,382.35	
5/1/2018	3.000%	$19,320.75	$1,382.35	$20,703.10	$22,085.45
			$1,053.89	$1,053.89	
5/1/2019	3.000%	$19,977.66	$1,053.89	$21,031.55	$22,085.45
			$714.27	$714.27	
5/1/2020	4.000%	$20,656.90	$714.27	$21,371.17	$22,085.45
			$363.11	$363.11	
5/1/2021	4.000%	$21,359.24	$363.11	$21,722.34	$22,085.45
5/1/2022		$100,000.00	$10,427.25	$110,427.25	$110,427.25
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					
5/1/2034					

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

1793

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1793

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1793

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2015 Capital Program and Appropriating funds in connection with Construction of a Sea Wall at Indian Island County Park Bluff (CP 7192).

PURPOSE OR GENERAL IDEA OF BILL: To amend the 2015 Capital Program and appropriate funds for this Capital project.

SUMMARY OF SPECIFIC PROVISIONS: This resolution amends the 2015 Capital Program and appropriates funds in connection with the engineering of the preferred alternative for the Construction of a Sea Wall at Indian Island County Park Bluff (CP 7192).

JUSTIFICATION: This resolution will allow the Department of Public Works and the Parks Department to complete the engineering of the preferred design alternative for the construction of a sea wall at Indian Island County Park Bluff. This bluff protects a known Native American burial ground, as well an access road and picnic area utilized by park patrons. In addition, this bluff has been subjected to repeated erosion events caused by storm and wave activity, which compels the Parks Department to repeatedly place sand on the bluff to reinforce it and maintain its integrity. The construction of the sea wall will permanently protect the bluff against these erosive forces and remove the need for repeated nourishment of the bluff and surrounding area.

FISCAL IMPLICATIONS: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred by the County over the life of the bonds.

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

COUNTY OF SUFFOLK

1793

STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: **JON SCHNEIDER, Deputy County Executive**

FROM: **GREG DAWSON, Commissioner**

DATE: **September 23, 2015**

RE: **AMENDING THE 2015 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH CONSTRUCTION OF A SEA WALL AT INDIAN ISLAND COUNTY PARK BLUFF (CP 7192)**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Appropriating Funds for Construction of a Sea Wall at Indian Island County Park Bluff (CP 7192).doc."

The 2015 Adopted Capital Budget does not include sufficient funds for the engineering of the final design for the sea wall to be constructed at Indian Island County Park Bluff. The appropriation of these funds will allow the Department of Public Works to authorize engineering the desired alternative for the construction of this protective sea wall.

Should you require anything further, please contact my office at 4-4984.

Enclosures

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

1794

Intro. Res. No. -2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF SPILLWAYS IN COUNTY PARKS (CP 7099)

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for the reconstruction of spillways in county parks; and

WHEREAS, the Department of Public Works will identify deficient spillways in need of repairs through a County-wide assessment and those identified as deficient may be in need of engineering to repair said deficiencies; and

WHEREAS, there are sufficient funds within the 2015 Capital Budget and Program to cover the cost of engineering for said work under Capital Program Number 7099; 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 2015 Capital Budget 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 $75,000 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-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 proceeds of $75,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-7099.114 (Fund 001 Debt Service)	26	Reconstruction of Spillways in County Parks – Planning	$75,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1794

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2015, APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF SPILLWAYS IN COUNTY PARKS (CP 7099)

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 SSPRING OF 2016 AND DEBT SERVICE WILL COMMENCE SPRING 2017. THERE IS NO FISCAL IMPACT IN 2015 OR 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2015 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		September 25, 2015

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1794

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$16,564**	**$0.03**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2017* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$16,564**	**$0.03**		$0.000

**** The Estimated 2017 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1794

Term of Bonds	5
Amount to Bond:	$75,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2016					
5/1/2017	3.000%	$14,014.09	$2,550.00	$16,564.09	$16,564.09
			$1,036.76	$1,036.76	
5/1/2018	3.000%	$14,490.57	$1,036.76	$15,527.33	$16,564.09
			$790.42	$790.42	
5/1/2019	3.000%	$14,983.25	$790.42	$15,773.67	$16,564.09
			$535.71	$535.71	
5/1/2020	4.000%	$15,492.68	$535.71	$16,028.38	$16,564.09
			$272.33	$272.33	
5/1/2021	4.000%	$16,019.43	$272.33	$16,291.76	$16,564.09
5/1/2022		$75,000.00	$7,820.43	$82,820.43	$82,820.43
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					
5/1/2034					

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

1794

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1794

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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

1794

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with Reconstruction of Spillways in County Parks (CP 7099).

PURPOSE OR GENERAL IDEA OF BILL: To appropriate the funds adopted in the 2015 Capital Budget for this Capital project.

SUMMARY OF SPECIFIC PROVISIONS: This resolution appropriates the funds adopted in the 2015 Capital Budget in connection with purchases associated with Reconstruction of Spillways in County Parks (CP 7099).

JUSTIFICATION: This resolution will allow the Department to appropriate planning funds needed for engineering repairs to spillways. Repairs will be determined by an upcoming County-wide inspection of spillways to be conducted through the Department of Public Works. These funds will allow the County to effect repairs on those spillways identified as deficient.

FISCAL IMPLICATIONS: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred by the County over the life of the bonds.

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

COUNTY OF SUFFOLK

1794

STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: **JON SCHNEIDER, Deputy County Executive**

FROM: **GREG DAWSON, Commissioner**

DATE: **September 24, 2015**

RE: **APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF SPILLWAYS IN COUNTY PARKS (CP 7099)**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Appropriating Funds for Reconstruction of Spillways in County Parks (CP 7099).doc."

The 2015 Adopted Capital Budget includes $75,000 for planning funds for the reconstruction of spillways in county parks.

Should you require anything further, please contact my office at 4-4984.

Enclosures

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

Intro. Reso. No. 1795-15 Laid on Table 10/6/15
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $4,212,513 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 $4,212,513 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, 2015, through December 31, 2017; and

WHEREAS, said grant funds totaling $4,212,513 are to be divided into three amounts of $1,404,169 for Year 1, $1,404,172 for Year 2 and $1,404,172 for Year 3 of the Program; and

WHEREAS, of the total grant funds the amount awarded for the Legal Aid Society of Suffolk County totals $2,932,075 divided into three amounts of $983,169 for Year 1, $977,392 for Year 2 and $971,514 for 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 $1,280,438 divided into three amounts of $421,000 for Year 1, $426,780 for Year 2 and $432,658 for Year 3 of the Program; and

WHEREAS, said grant funds for the period have not been included in the 2015 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 $4,212,513 as follows;

REVENUES:		**AMOUNT**
001-1198(unit)-3215(revenue)	State Aid – Indigent Legal Services	$2,932,075
001-1199(unit)-3215(revenue)	State Aid – Indigent Legal Services	$1,280,438

ORGANIZATIONS:

ILSF Grant 2015-2017 Distribution 5
001-LAS-1198

4000 - Contractual Expenses	**$ 2,932,075**
4770 - Special Services	$ 2,932,075

ILSF Grant 2015-2017 Distribution 5
001-LAW-1199

4000 - Contractual Expenses	**$ 1,280,438**
4770 - Special Services	$ 1,280,438

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

1795

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $4,212,513 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, 2015 THROUGH DECEMBER 31, 2017

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
Jacqueline Whist Budget Analyst		September 24, 2015

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1795

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1795

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

S.C. LAW NO. 17-CE-002

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID: **OLS01 1350200**
NYS Office of Indigent Legal Services **A. E. Smith Building, 29th Floor** **80 South Swan Street** **Albany, New York 12210**	CONTRACT NUMBER: **C000747** 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 #5**
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

1795

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT (*Multi-year* – enter total projected amount of the contract; *Fixed Term/Simplified Renewal* – enter current period amount):
From: January 1, 2015 **To: December 31, 2017** CURRENT CONTRACT PERIOD: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CURRENT: **$4,212,513.00** 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 and Requirement Mandated by Federal Laws

☒ Attachment B:
- ☒ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4-Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☒ Attachment C: Work Plan

☒ Attachment D: Payment and Reporting Schedule

☐ Other:

1795

S.C. LAW NO. 17-CE-002

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

CONTRACTOR:	STATE AGENCY:
Dennis M. Cohen	NYS Office of Indigent Legal Services
By:	By: William J. Leahy
Printed Name	William J. Leahy Printed Name
Title: CHIEF Deputy Cty. EXECUTIVE	Title: Director
Date: 7-15-15	Date: 7-21-15

STATE OF NEW YORK

County of Suffolk

On the 15 day of July, 2015, 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 EXECUTIVE of 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
APPROVED AS TO FORM NYS ATTORNEY GENERAL AUG 04 2015	APPROVED DEPT. OF AUDIT & CONTROL AUG 19 2015
Printed Name: Benjamin L. Maggi BENJAMIN L. MAGGI ASSISTANT ATTORNEY GENERAL	Printed Name: FOR THE STATE COMPTROLLER
Title:	Title:
Date:	Date:

Contract Number: C000747

1795

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

1795

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

[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).

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 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: 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.

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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 and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) 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 or mandated by Federal laws, (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 and Requirements Mandated by Federal Laws) 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.

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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. 1795

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

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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.

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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. Initial 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. Subsequent 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 dates specified in Attachment D (Payment and Reporting Schedule).

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) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) 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:

[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.

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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 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).

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:

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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. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

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. If requested by 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 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. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall 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.

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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 and Requirements Mandated by Federal Laws).

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

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(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 and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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

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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 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

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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

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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 womenowned 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

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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

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

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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.

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ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

DISTRIBUTON #5

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
A. E. Smith Office Building, 29th Floor
80 South Swan Street
Albany, New York 12210

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.

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ATTACHMENT B

BUDGET

Office of Indigent Legal Services
DISTRIBUTION #5
January 1, 2015 - December 31, 2017

COUNTY OF SUFFOLK

Total Contract Amount: $4,212,513.00

Item	Year 1 1/1/15 - 12/31/15	Year 2 1/1/16 - 12/31/16	Year 3 1/1/17 - 12/31/17
LEGAL AID SOCIETY OF SUFFOLK COUNTY			
Personnel:			
Senior Attorney (Family Court Referee Part)	$53,177.00	$54,772.00	$56,415.00
(2) Staff Attorneys (Family Court Referee Part)	$130,329.00	$134,239.00	$138,266.00
(1) Staff Attorney (staffing parity, Family Court)	$55,000.00	$56,650.00	$58,350.00
(2) Investigators	$102,899.00	$105,986.00	$109,166.00
(4) Spanish Speaking Attorneys	$240,402.00	$247,614.00	$255,042.00
(1) Spanish Speaking Client Advocate/Interpreter	$43,709.00	$45,020.00	$46,371.00
(1) Spanish Speaking Social Worker/Support	$17,047.00	$17,558.00	$18,085.00
Administrative Allocation	$50,000.00	$50,000.00	$33,115.00
Subtotal Personnel	**$692,563.00**	**$711,839.00**	**$714,810.00**
Fringe Benefits @ 34%	$208,685.00	$214,946.00	$221,394.00
Total Personnel	**$901,248.00**	**$926,785.00**	**$936,204.00**
OTPS:			
Training and Continuing Legal Education	$30,000.00	$3,000.00	$3,000.00
Legal Research and Language Access Materials and Subscriptions	$15,503.00	$16,689.00	$5,892.00
Technology Purchases and Upgrades	$1,500.00	$1,000.00	$1,000.00
Office Furniture and Equipment	$4,500.00	$500.00	$500.00
Travel/Mileage	$5,500.00	$5,000.00	$2,000.00
Miscellaneous (supplies, etc.)	$24,918.00	$24,418.00	$22,918.00
Subtotal OTPS	**$81,921.00**	**$50,607.00**	**$35,310.00**
LEGAL AID SOCIETY TOTAL	**$983,169.00**	**$977,392.00**	**$971,514.00**
LEGAL AID SOCIETY 3-YEAR TOTAL	**$2,932,075.00**		

Continued next page

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ASSIGNED COUNSEL DEFENDER PLAN			
Personnel:			
(1) Full-time Attorney (D-11 Arraignment Part)	$84,000.00	$85,428.00	$86,880.00
(2) 18-B Attorneys (SAP)	$156,000.00	$158,652.00	$161,349.00
Administrative Allocation	$75,000.00	$75,000.00	$75,000.00
Subtotal Personnel	**$315,000.00**	**$319,080.00**	**$323,229.00**
CONTRACTED/CONSULTANT:			
(2) Investigators (D-11 and SAP)	$100,000.00	$101,700.00	$103,429.00
Subtotal Contracted/Consultant	**$100,000.00**	**$101,700.00**	**$103,429.00**
OTPS:			
Office Equipment/Technology, Furniture, Supplies	$6,000.00	$6,000.00	$6,000.00
Subtotal OTPS:	**$6,000.00**	**$6,000.00**	**$6,000.00**
ASSIGNED COUNTY DEFENDER PLAN TOTAL	**$421,000.00**	**$426,780.00**	**$432,658.00**
ASSIGNED COUNSEL DEFENDER PLAN 3-YEAR TOTAL	**$1,280,438.00**		
TOTAL 3-YEAR GRANT		**$4,212,513.00**	

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ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

DISTRIBUTION #5

JANUARY 1, 2015 – DECEMBER 31, 2017

COUNTY OF SUFFOLK

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

Legal Aid Society of Suffolk County

Task #1 (Legal Aid Society):

Referee Parts: Continue (from ILS Distribution #2 grant) three (3) full-time staff attorneys assigned to cover high-volume Family Court referee parts to provide representation for issues such as custody, visitation and orders of protection.

Performance Measure:

- Number of individuals who received legal representation as a result of the continuation of these positions
- Outcome of trial or other legal proceeding as result of continued support

Program Location:

- Legal Aid Society, Suffolk County

Task #2 (Legal Aid Society):

Spanish Language Initiative:

- Continue funding (from Distribution #2 grant) four (4) Attorneys who are fluent in Spanish to respond to a demonstrated need for Spanish language attorney-client representation in District Court and Family Court cases.
- Continue funding (from Distribution #2 grant) one (1) Spanish-fluent Client Advocate to screen potential clients who require Spanish language assistance to determine eligibility, explain court procedures, assist with alternative programs, and notify of the right to have

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

- ~~Continue funding (from Distribution #2 grant) a Social Worker/Support position to~~ provide office support and facilitate treatment alternatives and links to services.

Performance Measure:

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

Program Location:

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

Task #3 (Legal Aid Society):

Provide funding for one (1) full-time staff attorney for purposes of staffing parity and caseload reduction. (An additional attorney position is justified by the addition of a new judicial part in Family Court in 2015).

Performance Measure:

- Reduction in overall attorney caseloads as result of additional support
- Outcome of Family Court legal proceedings as result of additional support

Program Location:

- Legal Aid Society, Suffolk County

Task #4 (Legal Aid Society):

Enhance availability of investigative services in Criminal and Family Court to assist attorneys with critical information to serve as the basis for the appropriate course of action in the representation of clients.

Performance Measure:

- Number of cases in which investigative services were utilized
- Impact on outcome of cases in which investigative services were utilized

Program Location:

- Legal Aid Society, Suffolk County

Task #5 (Legal Aid Society):

Enhance administrative allocation to administer ILS grants, including supervision, monitoring, tracking of budgets, personnel and compliance, and reporting.

Performance Measure:

- Provide compensation for significantly increased workload associated with ILS fiscal and administrative grant management

Program Location:

- Legal Aid Society, Suffolk County

Task #6 (Legal Aid Society):

Provide funding for various staff development and operational expenses (e.g., continuing legal education and training, legal research and language reference materials and subscriptions, technology upgrades, supplies and equipment, travel/mileage, etc.).

Performance Measure:

- Enhanced access to training opportunities, legal research and language development resources, developments in substantive law, trial techniques, investigative techniques, etc.
- Improved efficiency and quality of legal research and foreign language communication techniques
- Better utilization of new technologies and existing resources to more efficiently manage increasing caseload

Program Location:

- Legal Aid Society, Suffolk County
- Various, as determined by location of training

Assigned Counsel Defender Plan

Task #1 (Assigned Counsel Defender Plan):

Enhance the Counsel at First Appearance grant by hiring an additional full-time attorney to cover arraignments in the D-11 Arraignment Part.

Performance Measure:

- Number of clients represented at first court appearance

Program Location:

- First District Court, Central Islip

Task #2 (Assigned Counsel Defender Plan):

Hire two (2) full-time 18-B attorneys for first-appearing defendants who have desk appearance tickets and appearing for the first time for arraignment in the Street Appearance Part.

Performance Measure:

- Number of clients represented at first court appearance

Program Location:

- First District Court, Central Islip

Task #3 (Assigned Counsel Defender Plan):

Enhance funding of investigator in D-11 (under Distribution #3 grant), plus add a second investigator position in the Street Appearance Part.

Performance Measure:

- Number of cases in which investigative services were utilized
- Impact on outcome of cases in which investigative services were utilized

Program Location:

- Assigned Counsel Defender Plan, Suffolk County

Task #4 (Assigned Counsel Defender Plan):

Enhance funding for administrative allocation to administer Street Appearance Program.

Performance Measure:

- Provide compensation for significantly increased workload associated with ILS fiscal and administrative grant management

Program Location:

- Assigned Counsel Defender Plan, Suffolk County

Task #5 (Assigned Counsel Defender Plan):

Provide funding for various office/operational expenses (e.g., office furniture, technology upgrades, equipment purchases, supplies, etc.).

Performance Measure:

- Better utilization of new technologies and existing resources to more efficiently manage increasing caseload
- Enhanced professional, functional environment to clients, staff and visitors reflective of the importance of the services provided

Program Location:

- Assigned Counsel Defender Plan, Suffolk County

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ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

DISTRIBUTION #5 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. The State Agency will make an initial payment to the Contractor in the amount of _____ percent (_____%) of the annual budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be no later than _____days from the beginning of the budget 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

4. Recoupment of any advance payment(s) or initial payment(s) (3) 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.

B. Interim and/or Final Claims for Reimbursement
Claiming Schedule (select applicable frequency):

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☒ **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/Frequency:_____

☐ **Scheduled Reimbursement**
Due Date/Frequency:_____

☐ **Interim Reimbursement as Requested by Contractor** _____

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.

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☒ **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.

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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)*	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

III. SPECIAL PAYMENT AND REPORTING PROVISIONS:

1795

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Intro. Res. No. - 2015 Laid on the Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. – 2015, AMENDING THE 2015 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% FEDERAL GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, TO THE SUFFOLK COUNTY OFFICE OF THE MEDICAL EXAMINER CRIME LABORATORY.

WHEREAS, these 100% Federal grant funds are passed directly from the Department of Justice to the Suffolk County Office of the Medical Examiner for the Crime Laboratory and the award amount is $228,824 for the period 10/01/14-09/30/16; and

WHEREAS, this program aims to reduce DNA backlog by increasing the throughput and timeliness of forensic analysis of evidence submitted to the Biological Sciences Section, and

WHEREAS, a portion of these funds in the amount of $70,817 are already included in the 2015 Suffolk County Adopted Operating Budget and $158,007 needs to be appropriated; and

WHEREAS, these funds are 100% federally funded; now, therefore be it

1ST **RESOLVED**, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate $158,007 in grant funds as follows:

REVENUES

001-4320 Medical Examiner $158,007

APPROPRIATIONS

Office of the Medical Examiner
Forensic DNA Backlog Reduction Program
001-MED-4734

Equipment	$12,040
2080 Medical, Dental, and Laboratory	$12,040
Supplies, Materials, and other expenses	$43,620
3370 Medical, Dental, and Laboratory Supplies	$43,620
Contractual Expenses	$102,347
4560 Fee for Service - non employees	$102,347

and be it further

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

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1796

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Legislation

Amending the 2015 Adopted Operating Budget to accept and appropriate 100% Federal grant funds from the Department of Justice, Office of Justice Programs, to the Suffolk County Office of the Medical Examiner Crime Laboratory.

3. Purpose of Proposed Legislation

This legislation is needed to accept and appropriate 100% Federal grant funds from the Department of Justice, Office of Justice Programs, to the Suffolk County Office of the Medical Examiner Crime Laboratory. This program aims to reduce DNA backlog by increasing the throughput and timeliness of evidence submitted to the Biological Sciences Section.

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.
None

8. Proposed Source of Funding

100% Federal grant funds from the Department of Justice, Office of Justice Programs.

9. Timing of Impact
2015

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Linda Russo *Senior Budget Analyst* Diane G. Weyer Chief Financial Analyst		9/29/15 9/29/15

SCIN FORM 175b (10/95)

1796

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2015 Adopted Operating Budget to accept and appropriate 100% Federal grant funds from the Department of Justice, Office of Justice Programs, to the Suffolk County Office of the Medical Examiner Crime Laboratory.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% Federal grant funds from the Department of Justice, Office of Justice Programs, to the Suffolk County Medical Examiner Crime Laboratory.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: The DNA Backlog Reduction Grant is intended for increasing the throughput and timeliness of forensic analysis of evidence submitted to the Suffolk County Crime Laboratory Biological Sciences Section. Capacity and efficiency will be increased through the purchase of a Qiagen EZ1 robotic workstation which will provide more rapid extraction of DNA from evidence samples. Contract employees will be hired to assist in the screening of backlogged biological evidence. This will ultimately lead to DNA analysis and CODIS (Combined DNA Index System) entry of samples from backlogged cases.

FISCAL IMPLICATIONS: Accept and appropriate $158,007 in additional Federal grant funds to the 2015 Adopted Operating Budget.

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Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 18, 2014

Mr. Dennis Cohen
County of Suffolk
100 Veterans Memorial Highway
Hauppauge, NY 11788-5402

Dear Mr. Cohen:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 14 DNA Capacity Enhancement and Backlog Reduction Program in the amount of $228,824 for County of Suffolk. This funding is for the project titled, "NIJ's FY 2014 DNA Capacity Enhancement and Backlog Reduction Program."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Alissa Genovese, Program Manager at (202) 514-9554; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Karol V. Mason

Karol Virginia Mason
Assistant Attorney General

Enclosures

COUNTY OF SUFFOLK

1796

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

OFFICE OF THE MEDICAL EXAMINER

MICHAEL J. CAPLAN, M.D.
Chief Medical Examiner

September 10, 2015

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2015 Adopted Operating Budget to accept and appropriate 100% Federal grant funds from the Department of Justice, Office of Justice Programs to the Suffolk County Office of the Medical Examiner Crime Laboratory. The intended use of the DNA Backlog Reduction Grant is for increasing the throughput and timeliness of forensic analysis of evidence submitted to the Crime Laboratory Biological Sciences Section.

I enclose the financial impact statement and other materials for this Resolution. If you have any questions, please contact Linda Russo at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is "Reso-MED-appropriate DNA backlog grant funds.doc"

Sincerely,

Michael J. Caplan M.D.
Chief Medical Examiner

Enclosures

C: Linda Russo, Senior Budget Analyst

Sidney B. Weinberg Center for Forensic Sciences
North County Complex, Bldg. 487, 725 Veterans Memorial Highway, PO Box 6100, Hauppauge, NY 11788
(631) 853-5555 Fax (631) 853-4673

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1796

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Intro. Res. No. 1797-15 Laid on Table 10/6/15
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS FROM THE US DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF $1,299,065 FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) FY2014 ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the US Department of Homeland Security through its Federal Emergency Management Agency (FEMA), has awarded Suffolk County federal funds under the SAFER FY2014 grant program to be implemented by the Suffolk County Department of Fire, Rescue and Emergency Services (FRES); and

WHEREAS, the SAFER FY2014 Grant program will provide funds to continue to conduct a comprehensive recruitment and retention program for fire departments operating in Suffolk County; as well as expand the pre-existing recruitment program, including its Suffolk Educational program for Recruitment in the Voluntary Emergency Service (SERVES); and

WHEREAS, this grant is for a forty-eight (48) month period from October 31, 2015 through October 30, 2019 in which the County will receive 100% grant funding in the amount of $1,299,065 for the SAFER FY2014; and

WHEREAS, said funds have not been included in the 2015 Operating Budget; and

WHEREAS, the SAFER FY2014 grant includes funds to hire a Grants Analyst (full-time) for the Dept. of FRES to manage the grant's programs; and

WHEREAS, this position does not exist in the 2015 Operating Budget; now therefore be it

1st RESOLVED, the County Comptroller and the County Treasurer be and they hereby are authorized to accept $1,299,065 and appropriate said grant funds as follows:

SAFER FY 2014 - $1,299,065

REVENUES:	AMOUNT
001-FRE-4220 – SAFER FY2014	$1,299,065

ORGANIZATION:

Department of Fire, Rescue & Emergency Services
SAFER FY2014
001-FRE-3407 - $1,148,720

1000 – Personal Services	$227,381
1110 – Interim Salaries	$189,154
1120 – Overtime	$ 38,227
4000 – Contractual Expenses	$921,339
4560 - Fees for Services: Non-Employees	$555,992
4770 – Special Services	$365,347

Employee Benefits
Social Security
001-EMP-9030 -$17,395

Employee Benefits	$ 17,395
8330 – Social Security	$ 17,395

Employee Benefits
Retirement
001-EMP-9010 -$49,038

Employee Benefits	$ 49,038
8280 – State Retirement	$ 49,038

Employee Benefits
Welfare Fund
001-EMP-9080 - $5,912

Employee Benefits	$ 5,912
8380 - Benefit Fund	$ 5,912

Inter-Fund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $78,000

Employee Benefits	$ 78,000
9600 Transfer of Funds	$ 78,000

Employee Benefits
Major Medical Claims
039-EMP-9060 - $78,000

Employee Benefits	$ 78,000
8360 – Health Insurance	$ 78,000

and be it further

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

REVENUES

039-IFT-R001 Transfer from General Fund $ 78,000

and be it further

3rd RESOLVED, that the following position be and hereby is created in the Department of Fire, Rescue and Emergency Services and funded by the SAFER FY2014 grant:

Department of Fire, Rescue & Emergency Services
001-FRE-3401 FRES GRANT POSITIONS

Position No.	Spec No.	Position Title	JC	Grade	#of Pos
3401-0500-0001	0717	Grants Analyst	C	19	1

and be it further

4th RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individual filling the position created by this Resolution at the conclusion of the grant funding provided for such position 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 1797

1. Type of Legislation

Local Law: _____ Charter Law: _____ Resolution: X

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS FROM THE US DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF $1,299,065 FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) FY2014 ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS.

3. Purpose of Proposed Legislation

Accept and appropriate SAFER FY 2014 Grant funding in the Departments of FRES to provide funds to continue to conduct a comprehensive recruitment and retention program for fire departments operating in Suffolk County; as well as expand the pre-existing recruitment program, including its Suffolk Educational program for Recruitment in the Voluntary Emergency Service (SERVES) and establish one (1) full-time Grants Analyst (001-FRE-3401-0500-0001).

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

$1,299,065

8. Proposed Source of Funding

U.S. Department of Homeland Security, Federal Emergency Management Administration

9. Timing of Impact

October 31, 2015 through October 30, 3019

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan M. Nielsen Administrator I	Susan M Nielsen	9/9/2015

SCIN FORM 175b (10/95)

Diane E. Weyer
Chief Financial Analyst

Diane E Weyer 9/28/15

1797

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
SAFER FY2015 GRANT

TITLE OF BILL:

ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS FROM THE US DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF $1,299,065 FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) FY2014 ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS.

PURPOSE OR GENERAL IDEA OF BILL:

Accept and appropriate SAFER FY 2014 Grant funding in the Departments of FRES to provide funds to continue to conduct a comprehensive recruitment and retention program for fire departments operating in Suffolk County; as well as expand the pre-existing recruitment program, including its Suffolk Educational program for Recruitment in the Voluntary Emergency Service (SERVES) and establish one (1) full-time Grants Analyst (001-FRE-3401-0500-0001)

SUMMARY OF SPECIFIC PROVISIONS: N/A

JUSTIFICATION:

The grant funds will enable the Dept. of FRES to continue its recruitment and retention program including funding tuition reimbursement costs for volunteer firefighters at any college within Suffolk County (former grants limited to Suffolk Community College). In addition, the grant will fund a mass media campaign for the recruitment and retention program. As well, the grant will provide funding to cover salary and fringes (100%)to hire staff to manage the programs this grant funding is providing.

We request this IR be processed pursuant to Local Law 40 so that all funding is in place in order to process the Spring 2016 SERVES program semester and begin the media campaign prior to the Spring semester

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

1797

JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

GREGORY C. MINIUTTI
CHIEF OF COMMUNICATIONS

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

STEVEN BELLONE
COUNTY EXECUTIVE

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 PURSUANT TO LOCAL LAW 40: SAFER FY2014 Grant

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Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $1,299,065 in funding from the US Department of Homeland Security/Federal Emergency Management Agency (FEMA) for the Staffing for Adequate Fire and Emergency Response (SAFER) FY2014 Grant. .

The grant provides funding provides funding to continue to conduct our comprehensive recruitment and retention program for fire departments operating in Suffolk County as well as expand the Suffolk Educational program for Recruitment in the Voluntary Service (SERVES). Grant funding will also provide the department with one (1) full-time Grants Analyst to manage the grant's programs.

We request this IR be processed pursuant to Local Law 40 so that all funding is in place in order to process the Spring 2016 SERVES program semester and begin the media campaign prior to the Spring semester.

If you have any questions, please contact me.

JFW:smn

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

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SECTION 1 (TO BE COMPLETED BY PAYEE)

Standard Form 1199A - Direct Deposit Sign-Up Form

OMB No 151-0007

A ORGANIZATION NAME
Suffolk County Fire, Rescue & Emergency Services

ADDRESS (*street, route, P.O. Box, APO/FPO*)
110 Yaphank Avenue

CITY	STATE	ZIPCODE
Yaphank	New York	11980 -0127

B NAME OF PERSON(S) ENTITLED TO PAYMENT
Joseph Williams

C CLAIM OR PAYROLL ID NUMBER
Prefix 11-6000464
Suffix

D TYPE OF DEPOSITOR ACCOUNT
Checking

E DEPOSITOR ACCOUNT NUMBER
0661001032

F TYPE OF PAYMENT
Other, Grant Award
EMW-2006-FF-03869 , EMW-2014-FF-00451 , EMW-2009-FF-00543

G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (if applicable)

TYPE	AMOUNT

PAYEE/JOINT PAYEE CERTIFICATION

I certify that I am entitled to the payment identified above. In signing this form, authorize my payment to be sent to the financial institution named below to be deposited to the designated account.

SIGNATURE DATE / /

SIGNATURE DATE / /

JOINT ACCOUNT HOLDERS' CERTIFICATION (optional)

I certify that I have read and understood the instructions, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.

SIGNATURE DATE / /

SIGNATURE DATE / /

SECTION 2

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS
Federal Emergency Management Agency	Attn: Assistance to Firefighters Grant Program Grants Management Branch, Room 350, 500 C Street S.W., Washington, D. C. 20472

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION

ROUTING NUMBER

CHECK DIGIT

DEPOSITOR ACCOUNT TITLE

FINANCIAL INSTITUTION CERTIFICATION

I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.

PRINT OR TYPE REPRESENTATIVE'S NAME

SIGNATURE OF REPRESENTATIVE

TELEPHONE NUMBER

DATE / /

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Direct Deposit Form 1199A

Return to Status Page

Log Off

PLEASE READ THIS CAREFULLY

All information on this form, including the individual claim number, is required under 31 USC 3322, 31 CFR 209 and/or 210. The information is confidential and is needed to prove entitlement to payments. The information will be used to process payment data from the Federal agency to the financial institution and/or its agent. Failure to provide the requested information may affect the processing of this form and may delay or prevent the receipt of payments through the Direct Deposit/Electronic Funds Transfer Program.

SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS

Joint account holders should immediately advise both the Government agency and the financial institution of the death of a beneficiary. Funds deposited after the date of death or ineligibility, except for salary payments, are to be returned to the Government agency. The Government agency will then make a determination regarding survivor rights, calculate survivor benefit payments, if any, and begin payments.

CANCELLATION

The agreement represented by this authorization remains in effect until cancelled by the recipient by notice to the Federal agency or by the death or legal incapacity of the recipient. Upon cancellation by the recipient, the recipient should notify the receiving financial institution that he/she is doing so. The agreement represented by this authorization may be cancelled by the financial institution by providing the recipient a written notice 30 days in advance of the cancellation date. The recipient must immediately advise the Federal agency if the authorization is cancelled by the financial institution. The financial institution cannot cancel the authorization by advice to the Government agency.

CHANGING RECEIVING FINANCIAL INSTITUTIONS

The payee's Direct Deposit will continue to be received by the selected financial institution until the Government agency is notified by the payee that the payee wishes to change the financial institution receiving the Direct Deposit. To effect this change, the payee will complete a new SF 1199A at the newly selected financial institution. It is recommended that the payee maintain accounts at both financial institutions until the transition is complete, i.e. after the new financial institution receives the payee's Direct Deposit payment.

FALSE STATEMENTS OR FRAUDULENT CLAIMS

Federal law provides a fine of not more than $10,000 or imprisonment for not more than five (5) years or both for presenting a false statement or making a fraudulent claim.

Refer to application Module, Part 111-B, for detailed instructions

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 10 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property & Supply Section, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 or the Office of Management and Budget, Paperwork Reduction Project (1510-0007), Washington, D.C. 20503.

Close Window

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mr.Thomas O'Hara
Suffolk County Fire, Rescue & Emergency Services
PO Box 127
Yaphank, New York 11980-0127

Re: Grant No.EMW-2014-FF-00451

Dear Mr. O'Hara:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Staffing for Adequate Fire and Emergency Response (SAFER) Grant has been approved in the amount of $1,299,065.00. As a condition of this award, you are required to contribute a cost match in the amount of $0.00 of non-Federal funds, or 0 percent of the Federal contribution of $1,299,065.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please

complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

Brian E. Kamoie
Assistant Administrator
Grant Programs Directorate

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Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANTS
Application

INSTRUMENT:	GRANT
AGREEMENT NUMBER:	EMW-2014-FF-00451
GRANTEE:	Suffolk County Fire, Rescue & Emergency Services
DUNS NUMBER:	076748248
AMOUNT:	$1,299,065.00, Recruitment

Project Description

The purpose of the Staffing for Adequate Fire and Emergency Response Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Staffing for Adequate Fire and Emergency Response Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application – along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

31-OCT-15 to 30-OCT-19

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$224,728.00
Fringe Benefits	$152,998.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$365,347.00
Construction	$0.00
Other	$555,992.00
Indirect Charges	$0.00
Total	$1,299,065.00

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NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

1. The Program Office has made the following reductions to your grant: Line item # 3 - Tuition Assistance: amounts reduced due to issues in previous grants regarding members not meeting the standards and paying back the funds. Year 1 reduce from $208,494 to $138,998; Year 2 reduce from $208,498 to $138,998; Year 3 reduce from $208,498 to $138,998; and Year 4 reduce from $208,498 to $138,998. Updated line item total will be $555,992. Line item #6 - Media Placements: due to duplication from FY 2009 grant allow $3800 in year 1 only for marketing firm to research, recommend, plan, and negotiate a media strategy. Year 1 reduce from $58,500 to $40,267; Year 2 reduce from $76,000 to $72,200.00; Year 3 reduce from $37,500 to $33,700.00; and Year 4 reduce from $42,500 to $38,700.00. Updated line item total will be $184,867.00. Line item #7 - Social/Digital Marketing Content: due to duplication from FY 2009 grant allow $8900 in year 1 only for updates to existing site and reduce years 2 – 4 due to duplication. Year 1 reduce from $88,100 to $61,700.00; Year 2 reduce from $60,060 to $30,030; Year 3 reduce from $50,000 to $25,000.00; and Year 4 reduce from $40,000 to $20,000. Updated line item total will be $136,730. Line item #8 - Training for Volunteer Recruiters: Per clarification from applicant this includes duplicate costs from FY 2009 grant and due to the fact that training will be placed on Suffolk's website and cd/dvd's of the material will be created in additional to all other materials, reduce the cost from $8500 to $4250. Line item #9 - Training Materials: due to the fact that training will be placed on Suffolk's website and cd/dvd's of the material will be created in additional to all other materials and this also done under a previous grant, reduce from $20,000 to $10000. Reduce total award by $423,309 for a new total award amount of $1,299,065 Therefore, they have recommended the award at this level: Total budget $1,299,065 Federal share $1,299,065 2. Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Nancy Cannon at nancy.cannon@dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

1. The Program Office has made the following reductions to your grant:

Line item # 3 - Tuition Assistance: amounts reduced due to issues in previous grants regarding members not meeting the standards and paying back the funds. Year 1 reduce from $208,494 to

$138,998; Year 2 reduce from $208,498 to $138,998; Year 3 reduce from $208,498 to $138,998; and Year 4 reduce from $208,498 to $138,998. Updated line item total will be $555,992.

Line item #6 - Media Placements: due to duplication from FY 2009 grant allow $3800 in year 1 only for marketing firm to research, recommend, plan, and negotiate a media strategy. Year 1 reduce from $58,500 to $40,267; Year 2 reduce from $76,000 to $72,200.00; Year 3 reduce from $37,500 to $33,700.00; and Year 4 reduce from $42,500 to $38,700.00. Updated line item total will be $184,867.00.

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Line item #8 - Training for Volunteer Recruiters: Per clarification from applicant this includes duplicate costs from FY 2009 grant and due to the fact that training will be placed on Suffolk's website and cd/dvd's of the material will be created in additional to all other materials, reduce the cost from $8500 to $4250.

Line item #9 - Training Materials: due to the fact that training will be placed on Suffolk's website and cd/dvd's of the material will be created in additional to all other materials and this also done under a previous grant, reduce from $20,000 to $10000.
Reduce total award by $423,309 for a new total award amount of $1,299,065
Therefore, they have recommended the award at this level:
Total budget $1,299,065
Federal share $1,299,065

2. Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Nancy Cannon at nancy.cannon@dhs.gov.

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Agreement Articles

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) Grants

GRANTEE: Suffolk County Fire, Rescue & Emergency Services

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Recruitment

AGREEMENT NUMBER: EMW-2014-FF-00451

AMENDMENT NUMBER:

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Article XXXVIII	Acceptance of Post Award Changes

I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

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All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government

(e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For

example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

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i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions .
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**
All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**
All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**
All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation

and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity

receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions

governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions
For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Funding Opportunity Announcement**

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

XXXVII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of

the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2014-FF-00451	0	11-6000464	AWARD	WX02758N2015T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Suffolk County Fire, Rescue & Emergency Services PO Box 127 Yaphank New York, 11980-0127	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20472 POC: Arlyce Powell 202-786-9523	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Thomas O'Hara	6318524908	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
31-OCT-15	SF-270	Cost Sharing	From:31-OCT-15 To:30-OCT-19 Budget Period From:16-APR-15 To:30-SEP-15

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
SAFER	97.083	2015-F4-C211-P4310000-4101-D	$0.00	$1,299,065.00	$1,299,065.00	$0.00
		TOTALS	$0.00	$1,299,065.00	$1,299,065.00	$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Rosalie Vega

DATE
29-JUL-15

Go Back

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1797

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1798

Intro. Res. No.___-2015 Laid on Table 10/6/2015

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. 2015

ACCEPTING AND APPROPRIATING 100% FEDERAL FUNDS AWARDED BY THE FEDERAL BUREAU OF INVESTIGATION TO THE SUFFOLK COUNTY DEPARTMENT OF PROBATION AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE RELATED AGREEMENTS.

WHEREAS, the Federal Bureau of Investigation (FBI) will provide funding to the Suffolk County Probation Department for the Department's participation in the Long Island Gang Task Force East Safe Streets Gang Task Force operations; and

WHEREAS, a fiscal year total of $17,548.00 (maximum monthly limit of $1,462.33) in grant funding has been awarded by the Federal Bureau of Investigation for overtime expenses for services rendered by a Probation Officer with the Department of Probation for the period of October 1, 2015 through September 30, 2016; and

WHEREAS, said funds have not been included in the 2015 or 2016 Suffolk County Operating Budget; and; now, therefore, be it

1st RESOLVED, that the County Executive is authorized to execute any Agreement with the Federal Bureau of Investigation, as necessary, to secure said funds; and further

2nd RESOLVED, that the non-reimbursable fringe benefits associated with the overtime salaries for this grant are included in the Suffolk County Operating Budget; and further

3rd RESOLVED, that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said unbudgeted funds in the amount of $17,548.00 as follows:

REVENUES	AMOUNT
001- 4320 -Federal Aid: Crime Control	$17,548.00

APPROPRIATIONS	AMOUNT

Suffolk County Probation Department
FBI Long Island Gang Task Force
001-PRO-3139

1000 Personal Service	$17,548.00
1120-Overtime	$17,548.00

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 9/15/15
Submitting Department/Agency Suffolk County Probation Department	Location 100 East Avenue, Yaphank 1798	
Contact Person In Department/Agency Anne Abel Principal Accountant	Telephone Number 852-5032	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 **Federal Bureau of Investigation Long Island Gang Task Force**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. ___Renewal Application
C. ___Supplemental (Specify) _____
D. _X_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.).

The F.B.I. has allocated $17,548.00 (maximum of $1,462.33 monthly) to reimburse overtime expenses associated with the Department's participation in the Long Island Gang Task Force Operations during the period 10/1/2015-9/30/2016.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.) **Probation Department**

II. BUDGET INFORMATION

1. Term of Contract From 10/1/2015 To: 09/30/2016

2. Financial Assistance Requested

SOURCE	*FIRST FUNDING CYCLE* *SC Probation funds*		*SECOND FUNDING CYCLE* *SC Probation funds*		*THIRD FUNDING CYCLE* *SC Probation funds*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$17,548.00	100%	$	%	$	%
State	$	%	$	%	$	%
Private	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	$17,548.00	100%	$	%	$0	0%

1798

3. Explanation of Requested County Financial Assistance			
Category	***Total Requested***	***Personnel Costs Requested***	***Non-Personnel Costs Requested***
TOTAL COUNTY SHARE:	$0	$	$0
A. Cash Contribution	$0	$	$0
B. In-Kind Contribution	$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 funding is eliminated, the Probation Officer will be reassigned to another probation caseload.

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). None.

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			

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1798

1. Type of Legislation

Resolution__X__ Local Law____ Charter Law____

2. Title of Proposed Legislation

Accepting and Appropriating 100% Federal Funds Awarded by the Federal Bureau of Investigation to the Suffolk County Department of Probation and authorizing the County Executive to execute related Agreements.

3. Purpose of Legislation

To accept and appropriate $17,548.00 (maximum $1,462.33 monthly) of federal funds awarded to the Department of Probation for its participation in the FBI Long Island Gang Task Force Operations for the period October 1, 2015 through September 30, 2016. These funds have not been included in the 2015 or 2016 Suffolk County Operating Budget.

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes____** **No__X__**

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

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

None to the County.

8. Proposed Source of Funding

Federal Aid Revenue (001-4320) Crime Control

9. Timing of Impact Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Anne Abel Principal Accountant	Anne Abel	September 15, 2015

Debra Kolyer
Budget Office

9/25/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1798

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1798

2015 INTERGOVERNMEMTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: **ACCEPTING AND APPROPRIATING 100% FEDERAL FUNDS AWARDED BY THE FEDERAL BUREAU OF INVESTIGATION (FBI) TO THE SUFFOLK COUNTY DEPARTMENT OF PROBATION AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE RELATED AGREEMENTS.**

PURPOSE OR GENERAL IDEA OF BILL: The Director of Probation has requested the acceptance of funds in connection with the FBI Long Island Gang Task Force for the funding of Overtime incurred by the Probation Officer assigned to the FBI Task Force.

SUMMARY OF SPECIFIC PROVISIONS: This Legislation requests the acceptance and allocation of $17,548.00 of annual funding for the 2015-2016 Federal fiscal period. This funding is limited to a monthly reimbursement cap of $1,462.33. This funding will facilitate reimbursement for overtime hours necessitated on the task force.

JUSTIFICATION: The Probation Department has participated in the FBI Long Island Gang Task Force for many years and receives an annual allocation of funding for the purpose of Overtime cost reimbursement to the County. For the funding period of October 1, 2015 through September 30, 2016 the participation in the Task Force has again been extended.

FISCAL IMPLICATIONS: The funding for overtime will allow for reimbursement of overtime hours incurred by the Probation Officer assigned to the Task Force. The allocated funding was not included in the adopted 2015 or proposed 2016 Operating Budget. The Legislation requests the acceptance and appropriation of the $17,548.00.

1798

NOTICE OF LIMITS

FOR

FY 2016 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 2016**, the maximum limits for reimbursements under these CRAs are **$1,462.33** per month and **$17,548** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2015.

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.

R. F. C.

Paul R. Courtney
Head of Contracting Activity
Federal Bureau of Investigation

6/10/15

Date

COUNTY OF SUFFOLK

1798

Steve Bellone
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PROBATION

Patrice S. Dlhopolsky
DIRECTOR

September 15, 2015

Jon Schneider, Deputy County Executive

Enclosed please find a copy of the resolution packet prepared by the Suffolk County Dept. of Probation.

This resolution is to accept and appropriate a maximum of $17,548.00 grant funding from the U.S. Department of Justice Federal Bureau of Investigation. The resolution for the award of $17,548.00 is for the funding period effective October 1, 2015 through September 30, 2016 (reimbursable at a maximum rate of $1,462.33 monthly). The grant is for reimbursement of Overtime costs associated with the Suffolk County Probation Department participation in the FBI Long Island Gang Task Force.

The award letter for this grant is also attached. The F.B.I. funding is a continuation of the prior years funding.

Please feel free to contact Anne Abel at 2-5032 if you have any questions. I thank you in advance for any attention that can be given to these resolutions.

Patrice Dlhopolsky

Patrice S. Dlhopolsky
Probation Director
852-5101

P.O. Box 188
YAPHANK, NEW YORK 11980 - 0188
(631) 852 - 5000

Intro. Res. No. 1799-15 Laid on Table 10/6/15

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2015, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS AWARDED BY THE U.S. DEPARTMENT OF JUSTICE TO THE SUFFOLK COUNTY DEPARTMENTS OF PROBATION, POLICE, SHERIFF, MEDICAL EXAMINER, SOCIAL SERVICES AND DISTRICT ATTORNEY

WHEREAS, Suffolk County has applied for and has been awarded to receive Federal Edward Byrne Memorial Justice Assistance Grant funds in the amount of $142,042.00 from the U.S. Department of Justice; and

WHEREAS, Suffolk County Departments of Probation, Police, Sheriff's Office, Medical Examiner's Office, Social Services and the District Attorney's Office cooperatively submitted the grant application through the Criminal Justice Coordinating Council; and

WHEREAS, on June 26, 2015 the County's Criminal Justice Coordinating Council provided the required public notice on all funding requests under said grant and after such notice it was the recommendation on the Council to approve all such funding requests; and

WHEREAS, the Suffolk County Integrated Financial Management System will be setup with expense units 001-PRO-3176, 115-POL-3731, 001-SHF-3544, 001-DSS-6024, 001-MED-4723, and 001-DIS-1150 with the title for all to be BYRNE JAG PROGRAM for the segregation of all expenditures to be reimbursed under this grant; and

WHEREAS, the Probation Department has requested $20,000 to provide psychosocial assessments for offenders with serious mental illness and co-occurring disorders conducted by consultant psychologists, and these assessments will be used by the Mental Health Court and Probation Mental Health Unit in sentencing decisions and overall offender management; and

WHEREAS, the Probation Department has requested $4,409 to help support Brighter Tomorrows, Inc. to provide individual and group counseling services to female victims of domestic violence who are currently housed in the Suffolk County Correctional Facility; and

WHEREAS, the Probation Department has requested $4,408 to help support Legal Aid Society to target a group of attorneys with a tablet device capable of accessing e-book versions of important legal reference information as well of access to Legal Aid Society's case management system; and

WHEREAS, the Probation Department has requested $4,409 to help support Long Island Against Domestic Violence to provide monthly support groups for individuals within the jail who are victims of domestic violence; and

WHEREAS, the Probation Department has requested $4,408 to help support Retreat, Inc. to support a part time Bi-lingual counselor to provide cognitive behavioral treatment services to victims of domestic violence and sexual assault; and

WHEREAS, the Probation Department has requested $4,408 to help support Victims Information Bureau of Suffolk, Inc. to provide the HALT Program which is a domestic Violence Offender Program designed to assist participants in ending their abusive behaviors towards their intimate partners; and

WHEREAS, the District Attorney has requested $20,000 to support partial salary for a detective investigator for the Heroin Task Force, which is not currently in the 2015 Operating Budget, and will remain budgeted in the 001-DIS-1150; and

WHEREAS, the Sheriff has requested $20,000 to provide overtime costs for the Gang Resistance Education and Training (G.R.E.A.T.) Program; and

WHEREAS, the Medical Examiner's office has requested $20,000 to support partial salary for a medical examiner for retrospective analysis of drug related and suicide deaths, which is not been included in the 2015 Operating Budget; and

WHEREAS, the Department of Social Services has requested $20,000 to provide day stipends to work on behalf of their ward without affecting the eligibility for other vital government services;

WHEREAS, the Police Department requested $12,500 to provide overtime costs for the Pistol License Bureau to conduct investigations and process license applications in order to complete such investigations within the statutorily required six (6) month period as prescribed in the Penal Law, as well as to conduct investigations to locate and recover handguns from deceased pistol license holders; and

WHEREAS, the Police Department requested $7,500 to provide overtime costs for the Hate Crimes Unit to perform approximately 63 hours of community presentations; and

WHEREAS, the grant period for the award is October 1, 2014 through September 30, 2018; now, therefore be it

1st **RESOLVED**, that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said grand funds as follows:

REVENUES:	AMOUNT
4353-Byrne JAG Program	$142,042.00
001-DIS-1150-4353	$20,000.00
001-PRO-3176-4353	$42,042.00
001-SHF-3544-4353	$20,000.00

115-POL-3731-4353	$20,000.00
001-MED-4723-4353	$20,000.00
001-DSS-6024-4353	$20,000.00

APPROPRIATIONS:

Suffolk County District Attorney
Byrne JAG Program
001-DIS-1150
$20,000.00

1000-Personnel Services	$20,000.00
1100-Permanent Salaries	$20,000.00

Suffolk County Probation Department
Byrne JAG FY 15
001-PRO-3176
$42,042

4000-Contractual Services	$42,042.00
4560-Fee for Service Non-Employee	$20,000.00
4980-JVS1-Brighter Tomorrows, Inc.	$4,409.00
4980-JVT1-Legal Aid Society	$4,408.00
4980-JVU1-Victims Information Bureau of Suffolk, Inc.	$4,408.00
4980-JVV1-Retreat, Inc.	$4,408.00
4980-JVR1-Long Island Against Domestic Violence	$4,409.00

Suffolk County Police Department
Byrne JAG FY 15
115-POL-3731
$20,000

1000-Personnel	$20,000.00
1120-Overtime Costs	$20.000.00

Suffolk County Sheriff's Office
Byrne JAG FY 15
001-SHF-3544
$20,000.00

1000-Personnel	$20,000.00
1120-Overtime Costs	$20,000.00

Suffolk County Medical Examiner's Office
FY 15 Byrne Memorial JAG Program
001-MED-4723
$20,000.00

1000-Personnel Services	$20,000.00
1100-Permanent Salaries	$20,000.00

Suffolk County Department of Social Services
Byrne JAG Program
001-DSS-6024
$20,000.00

4000-Contractoral Services	$20,000.00
4560-Fee For Services	$20,000.00

and be it further

2nd **RESOLVED,** that the County Executive is authorized to execute the U.S. Department of Justice award contract, Award Number 2015-DJ-BX-0193; and further

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

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1799

1. Type of Legislation

Resolution X Local Law ___ Charter Law ___

2. Title of Proposed Legislation

Accepting and appropriating 100% Federal Grant funds awarded by the U.S. Department of Justice to the Suffolk County Departments of Probation, Police, Sheriff and District Attorney

Purpose of Legislation

To accept and appropriate $142,042 of said grant funding to support the departments of Probation, Police, Social Services, Medical Examiner, Sheriff and District Attorney. These expenses include, personnel costs for the District Attorney; overtime costs for the Sheriff and Police Department; and consulting services under the Department of Probation, as identified in the award contract approved by the U.S. Department of Justice. Grant period for the award is October 1, 2014 through September 30, 2018

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes_X_** **No____**

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

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

6. If the answer to item 5 is "yes", provide Detailed Explanation of Impact

Acceptance of these grant funds has a positive impact on the Revenues budgeted in 2015. At the time of budget preparation it was unknown total funding for the new grant contract period.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision
None to the County.

8. Proposed Source of Funding

001-4353 Byrne JAG Program

9. Timing of Impact Immediate

10. Typed Name & Title of Preparer	**11. Signature of Preparer**	**12. Date**
Robert Marmo, Ph.D. Chief Planner		9/16/15

Debra Kolyer
Chief Financial Analyst 9/28/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1799

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1799

TITLE OF BILL: Accepting and appropriating 100% Federal Grant Funds awarded by the U.S. Department of Justice to the Suffolk County Departments of Probation, Police, Sheriff, Medical Examiner, Social Services and District Attorney.

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate $142,042 of said grant funding to support Suffolk County Departments of Probation, Police, Sheriff, Medical Examiner, Social Services, District Attorney, and community agencies.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept and appropriate $142,042 of federal funds awarded to the Departments of Probation, Police, Sheriff, Medical Examiner, Social Services, District Attorney and community agencies for its participation in the Edward Byrne Justice Assistance Grant ("JAG") FFY 15. Grant period for the award is October 1, 2014 through September 30, 2018.
This is 100% grant funded and eligible for Local Law 40.

JUSTIFICATION: The Edward Byrne Justice Assistance Grant is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG program provides states and units of local government with critical funding necessary to support a range of program areas including law enforcement, prosecution, and court programs, prevention and education programs, corrections and community corrections ,drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation and technology improvement programs.

The Criminal Justice Coordinating Council issued an email to all members on June 1, 2015 requesting submission of proposals for the 2015 JAG. The list was compiled and submitted to the County Executive's Office for review. The application was posted on the Criminal Justice Coordinating Council's website on June 26, 2015 for the 30-day public review

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Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 21, 2015

Mr. Dennis Cohen
Suffolk County
100 Veterans Memorial Highway
Hauppauge, NY 11788

Dear Mr. Cohen:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of $142,042 for Suffolk County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Ania Dobrzanska, Program Manager at (202) 598-7476; and

- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

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OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

August 21, 2015

Mr. Dennis Cohen
Suffolk County
100 Veterans Memorial Highway
Hauppauge, NY 11788

Dear Mr. Cohen:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

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Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Suffolk County
100 Veterans Memorial Highway
Hauppauge, NY 11788

4. AWARD NUMBER: 2015-DJ-BX-0196

5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018
BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018

6. AWARD DATE 08/21/2015

7. ACTION: Initial

2a. GRANTEE IRS/VENDOR NO.
116000468

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
078413306

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Suffolk County Justice Assistance Grant

10. AMOUNT OF THIS AWARD $ 142,042

11. TOTAL AWARD $ 142,042

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Denise O'Donnell
Director

17. SIGNATURE OF APPROVING OFFICIAL

Denise O'Donnell

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Dennis Cohen
Chief Deputy County Executive

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		142042

21. PDJUGT0475

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Department of Justice Office of Justice Programs **Bureau of Justice Assistance**	**AWARD CONTINUATION SHEET** **Grant**	PAGE 2 OF 9

PROJECT NUMBER 2015-DJ-BX-0196 AWARD DATE 08/21/2015

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

   Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

   For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").

3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.

4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

Department of Justice Office of Justice Programs **Bureau of Justice Assistance**	**AWARD CONTINUATION SHEET** Grant	PAGE 3 OF 9

PROJECT NUMBER 2015-DJ-BX-0196 AWARD DATE 08/21/2015

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of)such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

Department of Justice Office of Justice Programs **Bureau of Justice Assistance**	**AWARD CONTINUATION SHEET** Grant	PAGE 4 OF 9

PROJECT NUMBER 2015-DJ-BX-0196 AWARD DATE 08/21/2015

SPECIAL CONDITIONS

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

Department of Justice Office of Justice Programs **Bureau of Justice Assistance**	**AWARD CONTINUATION SHEET** **Grant**	PAGE 5 OF 9

PROJECT NUMBER 2015-DJ-BX-0196 AWARD DATE 08/21/2015

SPECIAL CONDITIONS

19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

20. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

21. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

22. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."

23. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

24. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Department of Justice Office of Justice Programs **Bureau of Justice Assistance**	**AWARD CONTINUATION SHEET** **Grant**	PAGE 6 OF 9

PROJECT NUMBER 2015-DJ-BX-0196 AWARD DATE 08/21/2015

SPECIAL CONDITIONS

25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

26. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

27. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

28. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

29. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

30. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

31. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

Department of Justice Office of Justice Programs **Bureau of Justice Assistance**	**AWARD CONTINUATION SHEET** **Grant**	PAGE 7 OF 9

PROJECT NUMBER 2015-DJ-BX-0196 AWARD DATE 08/21/2015

SPECIAL CONDITIONS

32. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently $150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.

33. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

34. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

35. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

36. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

37. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

39. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Department of Justice Office of Justice Programs **Bureau of Justice Assistance**	**AWARD CONTINUATION SHEET** Grant	PAGE 8 OF 9

PROJECT NUMBER 2015-DJ-BX-0196 AWARD DATE 08/21/2015

SPECIAL CONDITIONS

40. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

41. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

42. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If you do not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

43. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.

Department of Justice Office of Justice Programs **Bureau of Justice Assistance**	**AWARD CONTINUATION SHEET** **Grant**	PAGE 9 OF 9

PROJECT NUMBER 2015-DJ-BX-0196 AWARD DATE 08/21/2015

SPECIAL CONDITIONS

44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

45. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf

46. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

    a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
    b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
    c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

    Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

1799

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Suffolk County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

1799

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2015-DJ-BX-0196

This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Ania Dobrzanska
(202) 598-7476

2. PROJECT DIRECTOR (Name, address & telephone number)

Robert Marmo
Chief Planner
PO Box 205 Bldg 110
Yaphank Ave
Yaphank, NY 11980-0205
(631) 852-5105

3a. TITLE OF THE PROGRAM

BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Suffolk County Justice Assistance Grant

5. NAME & ADDRESS OF GRANTEE

Suffolk County
100 Veterans Memorial Highway
Hauppauge, NY 11788

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2014 TO: 09/30/2018

8. BUDGET PERIOD

FROM: 10/01/2014 TO: 09/30/2018

9. AMOUNT OF AWARD

$ 142,042

10. DATE OF AWARD

08/21/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grant recipient will use JAG funds to support a range of program areas including: law enforcement; crime prevention and education; prosecution and courts; corrections and community corrections; and drug enforcement. Funds will be used to support salaries, overtime costs and technology improvement. Collectively, these strategies will serve to reduce the incidence of crime

NCA/NCF

COUNTY OF SUFFOLK

1799

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PROBATION

PATRICE S. DLHOPOLSKY
DIRECTOR

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

FROM: Robert C. Marmo, Ph.D., Chief Planner
Suffolk County Department of Probation

DATE: September 18, 2015

SUBJECT: Resolution Packet for FY 2015 Edward Byrne Justice Assistance Grant

Attached for your review and consideration is an Introductory Resolution to accept and appropriate $142,042.00 of federal funds awarded to Suffolk County for the US Department of Justice Edward Byrne Justice Assistance Grant 2015. Grant funds support Suffolk County Departments of Probation, Police, Sheriff, Medical Examiner, Social Services, District Attorney, and community agencies. The Grant period for the award is October 1, 2014 through September 30, 2018.

If you have any questions please feel free to contact me at 2-5105.

YAPHANK AVENUE
PO BOX 205
YAPHANK, NEW YORK 11980
(631) 852 – 6824/6825

1800

Intro. Res. No. -2015 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, APPROVING A LICENSE AGREEMENT FOR JEFFREY KING TO RESIDE IN UNIT AT CEDAR POINT COUNTY PARK, EAST HAMPTON

WHEREAS, Article II of Chapter 378 of the Suffolk County Code, enacted through the adoption of Local Law No. 30-2008 ("A Local Law to Protect the County's Historic and Culturally Significant Properties"), established a new process to govern the rental of properties under the jurisdiction of the Department of Parks, Recreation and Conservation; and

WHEREAS, in accordance with the process set forth by the aforementioned Local Law, the Commissioner of the Department of Parks, Recreation, and Conservation recommends that Jeffrey King be approved to enter into a license agreement to reside in Unit , the 4 bedroom cottage, at Cedar Point County Park, East Hampton; and

WHEREAS, the Division of Real Property Acquisitions and Management's Appraisal Review Unit has issued an appraisal of the market rent for this 4 bedroom cottage; now, therefore, be it

1st RESOLVED, that the Suffolk County Department of Parks, Recreation, Conservation is authorized, empowered, and directed, to enter into a License Agreement with Jeffrey King to reside in Unit , the 4 bedroom cottage, at Cedar Point County Park in East Hampton at a rental charge/license fee of $1,500.00 per month, in accordance with the provisions set forth in Chapter 378 of the SUFFOLK COUNTY CODE and Local Law No. 30-2008; and be it further

2nd RESOLVED, Unit , the 4 bedroom cottage, at Cedar Point County Park, East Hampton and grounds on said premises shall be returned to the County of Suffolk at the conclusion of the License Agreement authorized pursuant to the 1st RESOLVED clause of this resolution in a physical condition that is substantially the same condition as on the effective date of any such agreement, or better, subject to reasonable use, wear, tear, and natural deterioration, between the date thereof and the conclusion of any such use agreements; 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 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

APPROVING A LICENSE AGREEMENT FOR JEFFREY KING TO RESIDE IN UNIT AT CEDAR POINT COUNTY PARK, EAST HAMPTON

3. Purpose of Proposed Legislation

See #2.

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

County will receive $1,500.00 per month during the term of the license agreement.

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 Impact

Monthly, during the agreement term.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Emily R. Lauri Community Relations Director Dept. of Parks, Recreation & Conservation	Emily R Lauri	9/17/15

9/26/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2014 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
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Approving a License Agreement for Jeffrey King to reside in Unit at Cedar Point County Park, East Hampton.

PURPOSE OR GENERAL IDEA OF BILL: The purpose of this resolution is to approve a License Agreement authorizing Jeffrey King to reside in Unit at Cedar Point County Park, East Hampton in accordance with the Parks Department's formal rental housing policies and procedures.

SUMMARY OF SPECIFIC PROVISIONS: This resolution approves the license agreement authorizing Jeffrey King, a Laborer in the Suffolk County Department of Parks, Recreation and Conservation, to reside in Unit the 4 bedroom cottage, at Cedar Point County Park, East Hampton. The rental fee of $1,500.00 per month has been determined via a formal appraisal of fair market value, in accordance with the provisions set forth in Chapter 378 of the Suffolk County Code and Local Law No. 30-2008.

JUSTIFICATION: This resolution will allow a vacant Historic and Culturally Significant Property to be protected and maintained.

FISCAL IMPLICATIONS: The County will receive $1,500.00 monthly rental fee for the month-to-month rental agreement. This rental fee is in accordance with a fair market value appraisal which was performed by the Suffolk County Division of Real Estate.

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977
SUFFOLK COUNTY PARKS

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: **JON SCHNEIDER, Deputy County Executive**

FROM: **GREG DAWSON, Commissioner**

DATE: **September 17, 2015**

RE: **INTRODUCTORY RESOLUTION APPROVING A LICENSE AGREEMENT FOR JEFFREY KING TO RESIDE IN UNIT ' , AT CEDAR POINT COUNTY PARK, EAST HAMPTON.**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "Reso-PKS-Approving License for Jeffrey King to reside in Unit ' .doc".

In accordance with the procedures set forth by Local Law No. 30-2008, I recommend that the County enter into a license agreement with Jeffrey King to reside in Unit . the 4 bedroom Cottage, at Cedar Point County Park in East Hampton.

Should you require anything further, please contact my office at 4-4984.

Enclosures

1801

Intro. Res. No. -2015 Laid on Table 10/6/15

Introduced by Presiding Officer Gregory

RESOLUTION NO. -2015, ADOPTING LOCAL LAW NO. -2015, A LOCAL LAW TO REAUTHORIZE THE HOTEL AND MOTEL TAX THROUGH 2017

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2015, a proposed local law entitled, "**A LOCAL LAW TO REAUTHORIZE THE HOTEL AND MOTEL TAX THROUGH 2017**"; now, therefore be it

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

LOCAL LAW NO. -2015, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO REAUTHORIZE THE HOTEL AND MOTEL TAX THROUGH 2017

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 beginning in 1992, the State of New York authorized the County of Suffolk to collect a hotel and motel tax to enable Suffolk County to better promote tourism and convention business and more fully support its cultural programs and activities relevant to the enhancement of the tourism industry.

This Legislature also finds that the State of New York recently enacted legislation (Chapter 348 of the 2015 Laws of the State of New York) authorizing Suffolk County to extend the hotel and motel tax through the end of 2017.

This Legislature determines that the County of Suffolk must continue to stimulate economic activity and job creation by supporting and promoting the County's large and vital tourism industry.

Therefore, the purpose of this local law is to extend the County's hotel and motel tax through December 31, 2017.

Section 2. Amendments.

Section 523-10 of the SUFFOLK COUNTY CODE is hereby amended as follows:

§ 523-10. Imposition of tax; exemptions.

A. A hotel and motel tax is hereby imposed through the period December 31, **[**2015**]** 2017, upon persons occupying hotel rooms in Suffolk County at the rate of 3% of the per-diem rental rate (exclusive of sales tax) actually imposed for each hotel or motel room.

* * * *

Section 3. Applicability.

This law shall apply to 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 existing language
___ Underlining denotes addition of new language

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\laws\hotel-motel-tax-2017

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

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

1801

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

DATE: SEPTEMBER 29, 2015

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2015

TITLE: I.R. NO. -2015; A LOCAL LAW TO REAUTHORIZE THE HOTEL AND MOTEL TAX THROUGH 2017

SPONSOR: PRESIDING OFFICER GREGORY

DATE OF RECEIPT BY COUNSEL: 9/29/2015 **PUBLIC HEARING:** 11/17/2015

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

This proposed local law would extend the County's hotel and motel tax through December 31, 2017.

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

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-hotel-motel-tax-2017

Intro. Res. No. 1802-2015
Introduced by Legislator Browning

Laid on Table 10/6/2015

RESOLUTION NO. -2015, ADOPTING LOCAL LAW NO. -2015, A LOCAL LAW AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS FOR THE SALE OF THE JOHN J. FOLEY SKILLED NURSING FACILITY TO THE BROOKHAVEN MEMORIAL HOSPITAL MEDICAL CENTER

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , 2015, a proposed local law entitled, "**A LOCAL LAW AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS FOR THE SALE OF THE JOHN J. FOLEY SKILLED NURSING FACILITY TO THE BROOKHAVEN MEMORIAL HOSPITAL MEDICAL CENTER**"; and said local law in final form is the same as when presented and introduced; now, therefore be it

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

LOCAL LAW NO. -2015, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS FOR THE SALE OF THE JOHN J. FOLEY SKILLED NURSING FACILITY TO THE BROOKHAVEN MEMORIAL HOSPITAL MEDICAL CENTER

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

Section 1. Legislative Intent.

This Legislature finds and determines that the County of Suffolk owns the facility formerly known as the John J. Foley Skilled Nursing Facility, an approximately 181,749 square foot building located on 14 acres of property in Yaphank, New York (hereinafter referred to as the "Facility"), which was previously operated as a licensed 264-bed skilled nursing facility, with 12 designated AIDS beds, and a 60-slot Adult Day Health Care Program.

This Legislature further finds that the Facility ceased its skilled nursing and adult day health care operations and surrendered its licenses in 2013 and that the Facility, the surrounding real property and its associated assets and inventory were declared surplus to the needs of the County by Suffolk County Local Law No. 54-2012.

This Legislature further finds that the Brookhaven Memorial Hospital Medical Center has indicated its willingness to acquire the Facility for $15 Million contingent upon the County applying for and receiving any zoning or other permits that may be required from local or County authorities.

This Legislature finds that the Brookhaven Memorial Hospital Medical Center intends to use the Facility to expand vitally needed outpatient services including hemodialysis, sleep testing, transitional care, primary and other care services to meet the needs of Suffolk County residents. Brookhaven Memorial Hospital Medical Center also intends to work with

other organizations to deliver Medicaid assisted living, veteran services, adult day care, chemical dependency treatment and other needed community services.

This Legislature concludes that the sale of the Facility to Brookhaven Memorial Hospital Medical Center would ensure the most productive use of the Facility for Suffolk County residents and return fair compensation to the County of Suffolk.

This Legislature further finds and determines that after exhaustively exploring options for the Facility, a direct negotiated sale of the Facility to Brookhaven Memorial Hospital Medical Center for $15 Million, subject to commercially reasonable negotiation by the County Executive and/or his designee(s), is in the best interest of the County.

Therefore, the purpose of this law is to authorize and empower the County Executive to execute a contract for sale of the Facility for $15 Million to Brookhaven Memorial Hospital Medical Center subject to commercially reasonable negotiation.

Section 2. Supersede New York County Law Section 215

Pursuant to the provisions of Section 2 (b) of the New York County Law, Section 215 of the New York County Law shall not apply, in any manner, to the substantive and/or procedural provisions of this resolution or the local law contemplated therein.

Section 3. Approval of Negotiated Sale as Within the Best Interest of the County

The County hereby approves the negotiated sale of the 181,749 square foot building formerly known as the John J. Foley Skilled Nursing Facility (the "Facility") and approximately 14.06 acres of real property surrounding the Facility to Brookhaven Memorial Hospital Medical Center for the purchase price of $15 Million ("Contract for Sale"), subject to commercially reasonable negotiation by the County Executive and/or his designee(s).

Section 4. Declaration of Surplus Land.

The Suffolk County Legislature hereby confirms and restates its determination that the Facility's 14.06 acres of real property acreage shall be subject to final survey, is surplus to County needs. The Suffolk County Legislature also reaffirms its determination that the Facility and all those assets and inventory located at the Facility is likewise declared surplus to County needs.

Section 5. Sale of the Facility.

The sale by the County to Brookhaven Memorial Hospital Medical Center of the County's right, title and interest in and to the Facility and the surrounding approximately 14.06 acres of real property, without recourse, is hereby authorized in exchange for the delivery, to or upon the order of the County, the payment of the purchase price of $15 Million as set forth in in this law and pursuant to the terms of a Contract for Sale subject to commercially reasonable negotiation by the County Executive and/or his designee(s).

Section 6. Application for Local Approvals

The County Executive, or his designee, on behalf of the County or Brookhaven Memorial Hospital Medical Center, as may be required, is hereby authorized to make all those applications

necessary to obtain approval for town and County building permits, changes to zoning, waivers, variances, certificates of occupancy and/or any other town or County approvals necessary for the use of the Facility by a private owner and operator for the purposes contemplated by this local law.

Section 7. Further Actions.

The County Executive and/or his designee(s) are further authorized to execute and deliver, on behalf of the County, such agreements, instruments or authorizations as may be contemplated by, or necessary or advisable to consummate or otherwise give full effect to this local law, and which are deemed necessary or desirable to effectuate the transactions contemplated by this local law, and to perform all acts and do all things required or contemplated to be performed by this local law or by any agreement, instrument or authorization approved, contemplated, necessary or authorized hereby.

Section 8. Applicability.

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

Section 9. 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 10. SEQRA Determination.

This Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Environmental Conservation Law Article 8, and Chapter 450 of the Suffolk County Code, hereby determines that this local law constitutes an unlisted action, pursuant to 6 N.Y.C.R.R. §617.2(ak), and further determines that implementation of this action will not have a significant adverse impact on the environment for the following reasons:

The proposed action will not exceed any of the criteria in 6 N.Y.C.R.R. §617.7, which sets forth thresholds for determining significant adverse impacts on the environment, as demonstrated in the Environmental Assessment Form.

This Legislature hereby directs, in accordance with Section 450-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality to prepare and circulate any appropriate notices or determinations in accordance with this local law.

Section 11. Effective Date.

This local law shall take effect immediately upon its fling in the Office of the Secretary of the State.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

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

1802

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

DATE: SEPTEMBER 30, 2015

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2015

TITLE: I.R. NO. -2015; A LOCAL LAW AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTIVE AGREEMENTS FOR THE SALE OF THE JOHN J. FOLEY SKILLED NURSING HOME TO THE BROOKHAVEN MEMORIAL HOSPITAL MEDICAL CENTER

SPONSOR: LEGISLATOR BROWNING

DATE OF RECEIPT BY COUNSEL: 9/25/2015 PUBLIC HEARING: 11/17/2015

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

This proposed local law would approve the direct sale of the former John J. Foley Skilled Nursing Facility to the Brookhaven Memorial Hospital Medical Center for $15 Million. The Foley facility was previously declared surplus by the County Legislature by the enactment of Local Law No. 54-2012.

This local law would authorize the County Executive to execute a contract of sale and all other agreements necessary to complete the above described transaction.

This local law would supersede and obviate the provisions of New York County Law Section 215[1].

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

GEORGE NOLAN
Counsel to the Legislature

GN:tm

s:\rule28\28-JJ Foley sale

[1] County Law Section 215 requires that surplus County real estate be sold to the highest bidder at public auction.

Introductory Resolution No. 1803-15 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE TOWN OF RIVERHEAD FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0600-126.00-04.00-039.000)

WHEREAS, the County of Suffolk is the fee owner of 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 Riverhead, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0600, Section 126.00, Block 04.00, Lot 039.000, and acquired by tax deed on May 8, 2012, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on May 8, 2012, in Liber 12692, CP 803, being and intended to be that parcel of land carried on the tax rolls of the Town of Riverhead under Suffolk County Tax map No. District 0600, Section 126.00, Block 04.00, Lot 039.000.

WHEREAS, the real property above described is approximately 40' x 125' in size (5,000 Square Feet) with a preliminary value range of $20,000.00 to $35,000.00, and has a county investment of $4,720.60, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, section 72-H of the General Municipal Law permits the sale of real property between Municipal Corporations; and

WHEREAS, the Town of Riverhead, Suffolk County, New York, has requested the County of Suffolk convey the above-described parcel to it (see annexed Resolution hereto marked as Exhibit "A"); and

WHEREAS, the transfer of this parcel is pursuant to and in accordance with Local Law No. 13-2000, 2-2002 and 17-2004 which established and modified the Affordable Housing Opportunities Program; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has approved the use of this parcel for the purposes stated above; now, therefore, be it

1st **RESOLVED**, the subject parcels shall be conveyed to the Town of Riverhead, solely for construction of affordable housing, together with the following restrictive covenants that will run with the land so conveyed and, additionally, if any one or more of the following occurs, the subject premises shall revert to the grantor as herein provided and as provided in any deed evidencing the transfer of the subject premises from the grantor to the grantee:

1. If the grantee does not use the subject premises solely and exclusively for affordable housing purposes; in accordance with the approved plan submitted by the grantee. Such reverter clauses contained herein shall apply to the grantee, or any transferee from the grantee undertaking the construction, reconstruction or rehabilitation of affordable housing on the subject premises;

2. If the grantee fails to construct or complete construction of affordable housing unit or units on said property within three (3) years from the date of transfer unless an extension of time is granted in writing, for good cause shown, by the Suffolk County Director of Real Estate, and /or her designee. Such extension shall not exceed two two year extensions unless approved by duly enacted resolution of the grantor;

3. If the income, at initial occupancy, of the occupant should exceed 80% of the HUD established median income for the Nassau-Suffolk PMSA based on family size;

4. If the subsidized purchase price of home should exceed 60% of median sales price for Suffolk County based upon the State of New York Mortgage Agency Guidelines;

5. If the rent should exceed HUD established fair market rent for Nassau-Suffolk PMSA based upon bedroom size;

6. If the affordable housing unit or units are owner-occupied, and the unit or units fail(s) to remain the principal residence of the owner for a period of five (5) consecutive years. If the affordable housing unit or units are tenant-occupied, and the unit or units fail(s) to remain affordable for ten (10) consecutive years;

7. If the grantee fails to certify to the Suffolk County Director of Real Estate, and /or her designee prior to closing of the title with any affordable housing grantee

a. the dates of completion and occupancy for any affordable housing unit or units constructed or rehabilitated on said property; and

b. the total household income, from all sources, of the purchaser or purchasers of the property and his or her family; and

c. the total purchase or rental price of the affordable housing unit or units sold or otherwise transferred; and

d. the affordable housing unit or units meet local building and zoning codes;

8. If the grantee shall fail to provide the Suffolk County Director of Real Estate and /or her designee, with an annual written report, no later than December 31 of each year commencing December 31, 2015, on the subject premises, including, but not limited to, the exact and precise use to which the subject premises has been put to along with the net proceeds generated by the initial purchase of the subject premises; or

9. If any subsequent grantee fails to comply with all applicable state, federal, and local regulations pertaining to price, income eligibility and marketing standards for affordable housing programs.

2nd **RESOLVED**, the grantee will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for affordable housing with all right title and interest reverting to the County of Suffolk in the event that the grantee at any time, uses or attempts to use said subject parcel for other than affordable housing or attempts to sell, transfer or otherwise dispose of or does, in fact, sell transfer or otherwise dispose of said subject parcel with said parcel being used thereafter for other than affordable housing; and be it further

3rd **RESOLVED**, that neither grantee nor any subsequent grantee shall bill or charge back to grantor any cost incurred or projected to be incurred for the cleaning up, removal and disposal of any debris, waste and /or contamination on said property. In the event that such charge back or bill is rendered to the grantor the transfer shall be void ab initio and the realty shall revert to the grantor; and be it further

4th **RESOLVED**, that it is intended and agreed that the agreements and covenants contained in the deed evidencing transfer of subject premises shall be covenants running with the land and that they shall be, in any event, and without regard to technical classification of designation, legal or otherwise, and except only by law, binding for the benefit and in favor of, and enforceable by, the grantor, it being further understood that such agreements and covenants shall be binding only upon the grantee, if it be a municipality or any assignee of the grantee, undertaking the construction, reconstruction or rehabilitation of affordable housing, only for such period as they shall have title to or an interest in or possession of the property or part thereof; and be it further

5th **RESOLVED**, the conveyance of the parcel described to the Town of Riverhead for the purposes described herein shall be for the sum of One Dollar, and, upon payment of such sum, all subsequent grantees of such subject premises shall comply with all applicable state, federal, and local regulations pertaining to the price, income eligibility and marketing standards for affordable housing programs; and be it further

6th **RESOLVED**, that the Director of Real Estate, and/or her designee, be and hereby is authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above-described property upon the above-described terms and conditions; and be it further

7th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution is a Type II Action, constituting a Legislative decision in connection with routine or continuing agency administration and management, not including new programs or a major re-ordering of priorities (NYCRR Section 617.5(c) (20) and (27). As a Type II Action, the Legislature has no further responsibilities under SEQRA (6 NYCRR Section 617.5(a).

DATED:_____

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Exhibit "A"

04.21.15
150279

ADOPTED

TOWN OF RIVERHEAD

Resolution # 279

REQUESTING THE CONVEYANCE OF PARCELS FROM SUFFOLK COUNTY TO THE TOWN OF RIVERHEAD AFFORDABLE HOUSING PROGRAM

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the County of Suffolk Department of Economic Development and Planning has made available to the Town of Riverhead three (3) parcels for workforce housing one (1) single family located at SCTM# 0600-102.000-03.00-030.000 (aka, 713 Harrison Avenue, Riverhead, New York, 11901); one (1) unimproved lot located at SCTM# 0600-126.000-04.00-039.000 (aka, 508 St. John's Place, Riverhead, New York, 11901), and one (1) unimproved lot located at SCTM# 0600-065.00-01.00-019.000 (aka, 18 Oak Drive, Riverhead, New York, 11901),

WHEREAS, County of Suffolk is willing to declare these parcels to be surplus County properties that could be transferred to the Town of Riverhead for the purpose of transferring the parcels to Habitat for Humanity of Suffolk for development as workforce housing; and

WHEREAS, the Town of Riverhead and the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of workforce housing infrastructure to retain critically important members of our community that typically qualify for qualify for workforce housing include to the extent possible, a priority preference for Veterans of the United States Armed Forces, and also for young professionals, nurses and nurses aids, teachers, entry-level public safety personnel, grocery clerks, secretaries, mechanics, accounting clerks, retail and restaurant employees, and many other jobs integral to a balanced community; and

WHEREAS, the Town Board of the Town of Riverhead has indicated it would prefer to develop the properties at no cost to the Town of Riverhead through a partnership with Habitat for Humanity.

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Riverhead be and does hereby request the County of Suffolk to execute and deliver quitclaim deeds to the Town of Riverhead for said properties, more particularly described and designated above, pursuant to Section 72-H of the New York General Municipal Law, for the purpose of transferring the interest of the County of Suffolk in the above described properties to the Town of Riverhead for conveyance to Habitat for Humanity of Suffolk and to the extent possible, to provide a priority preference for Veterans of the United States Armed Forces; and

1803

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF RIVERHEAD

Tax Map No.: 0600-126.00-04.00-039.000

Section 72-h, Gen'l Municipal Law

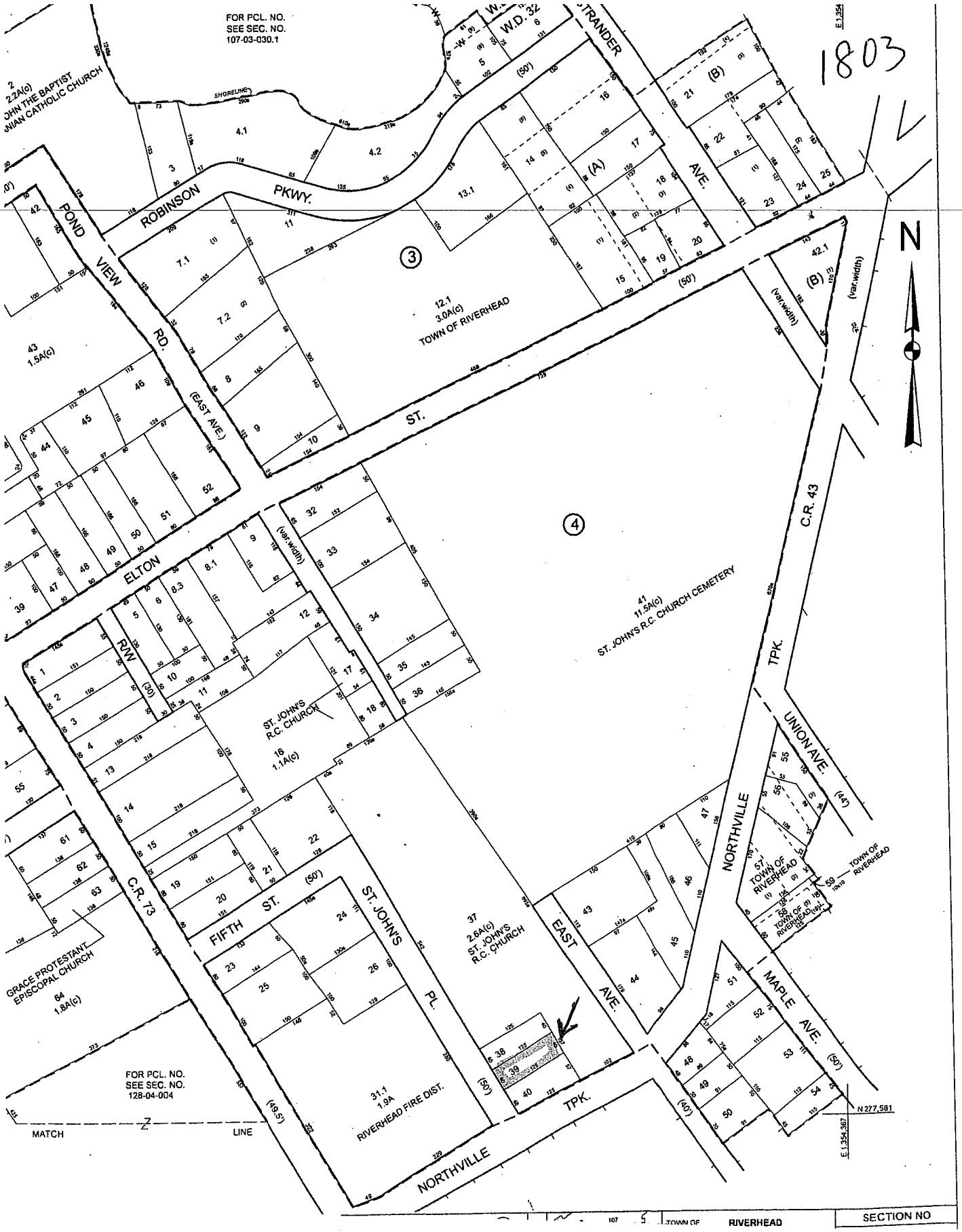
	Amount
County Investment	$4,720.60

PURPOSE:

A. Affordable Housing	X
B. Town Parks	
C. Road/Highway	
D. Drainage/Recharge Basin	
E. Other	

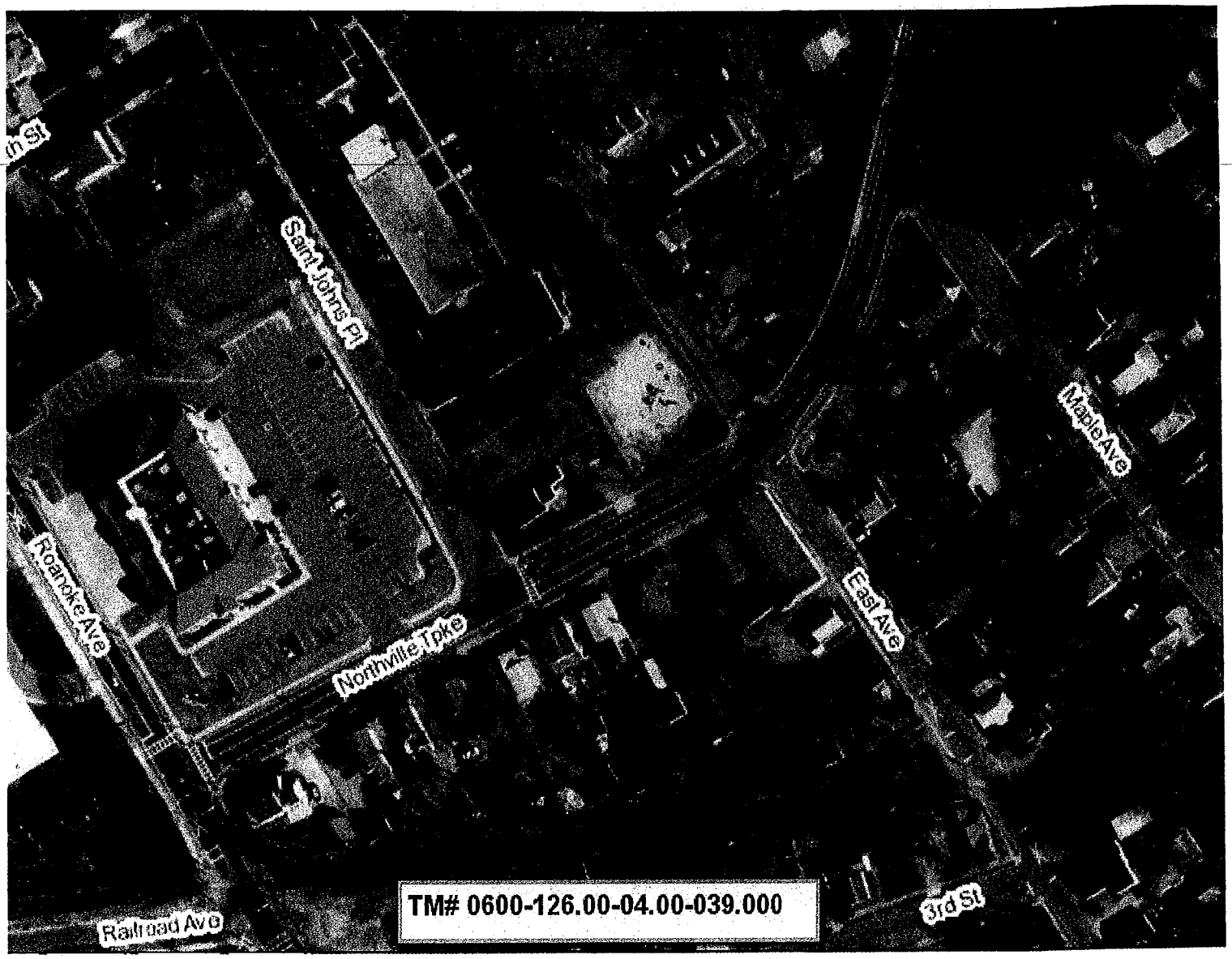
Wayne R. Thompson
Property Manager
(631) 853-5971

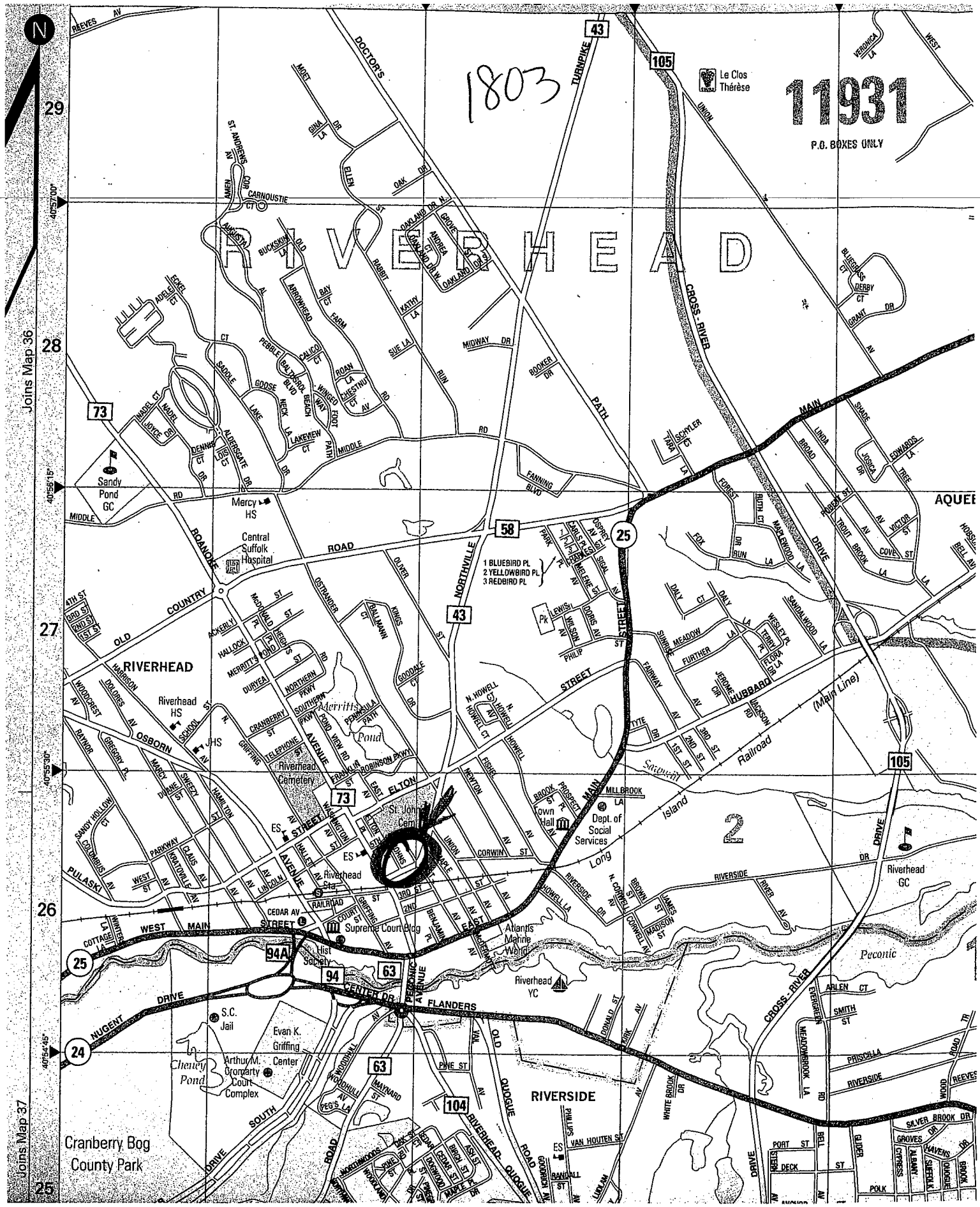
WRT:slb



Tm# 0600-126.00-04.00-039.000

1803


Sam Jones Pl
Roanoke Ave
Northville Tpke
East Ave
Maple Ave
Railroad Ave
3rd St
TM# 0600-126.00-04.00-039.000


1803
11931
P.O. BOXES ONLY
RIVERHEAD
Le Clos Thérèse
Joins Map 36
Joins Map 37
Cranberry Bog County Park
Sandy Pond GC
Mercy HS
Central Suffolk Hospital
Riverhead HS
Riverhead Cemetery
Town Hall
Dept. of Social Services
Riverhead GC
Riverhead YC
Atlantis Marine World
Hist Society
Supreme Court Bldg
S.C. Jail
Evan K. Griffing Center
Arthur M. Cromarty Court Complex
Cheney Pond
Meritt Pond
Long Island Railroad (Main Line)
RIVERSIDE
AQUE
1 BLUEBIRD PL
2 YELLOWBIRD PL
3 REDBIRD PL
Tm# 0600-126.00-04.00-039.000

1803

DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
SPONSOR'S MEMO FOR COUNTY LEGISLATION

Resolution Title:

AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE TOWN OF RIVERHEAD FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0600-126.00-04.00-039.000)

Purpose/Justification of Request:

Section 72-h Gen'l Municipal Law

Specify Where Applicable:

1. Is request due to change in law? Yes___ No_**X**
   If yes, please explain:

2. Has this resolution been submitted previously? Yes_No_**X**_.
   If yes, give I.R.#, attach copy and reason for re-submittal:

3. Is backup attached? Yes_**X**_ No

4. Is this resolution subject to SEQRA review? Yes___ No_**X**

Fiscal Information:

Anticipated Revenue: $1.00 (to be waived)
County Investment: $4,720.60

Contact Person:
Wayne R. Thompson

Telephone Number:
(631) 853-5971

1803

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

   AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE TOWN OF RIVERHEAD FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0600-126.00-04.00-039.000)

3. Purpose of Proposed Legislation

   Convey County owned parcel to the Town of Riverhead for affordable housing purposes

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)

   __X__ 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

   Loss of County investment
   Loss of sale at public auction

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

   Unknown

8. Proposed Source of Funding

   Unknown

9. Timing of Impact

   2015

10. Name & Title of Preparer

    R. J. Bhatt
    Land Management Specialist

    Signature of Preparer

    Date 8/10/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1803

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1803

2015 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:

AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE TOWN OF RIVERHEAD FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0600-126.00-04.00-039.000)

PURPOSE OR GENERAL IDEA OF BILL:

Sale to Town of Riverhead of 40' x 125' vacant land approximately 0.114 acre for use in Affordable Housing Program.

SUMMARY OF SPECIFIC PROVISIONS:

Subject to and in accordance to local law 13-2000, 2-2002 and 17-2004 to establish and modify the Affordable Housing Opportunities Program.

JUSTIFICATION:

Attached Town Board resolution to transfer to Town of Riverhead.

FISCAL IMPLICATIONS:

County investment of $4,720.60 loss.

COUNTY OF SUFFOLK

1803

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

August 10, 2015

Jon Schneider
Deputy County Executive
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0600-126.00-04.00-039.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to the Town of Riverhead for Affordable Housing Purposes.

Dear Mr. Schneider:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Riverhead for affordable housing purposes.

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Ron Holik for
Wayne R. Thompson
Real Property Manager
Division of Real Property
Acquisition and Management

WRT:slb

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy of Resolution to:
CE Reso Review, (electronic copy)

Intro. Res. No. 1804-2015 Laid on Table 10/6/2015
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2015, ACCEPTING AND APPROPRIATING 62% STATE AID REIMBURSEMENT FUNDS AWARDED BY THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF PROBATION AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE RELATED AGREEMENTS

WHEREAS, the New York State Office of Children and Family Services has established funding under the Supervision and Treatment Services for Juveniles Program (STSJP) for the State Fiscal Year 2015-16; and

WHEREAS, the Suffolk County Probation Department filed the County approved plan for participation in the State mandated STSJP diversionary program for juveniles at risk of entering Detention or Placement; and

WHEREAS, the reimbursement funds will allow for the collaborative initiative between New York State OCFS and Suffolk County Probation Department for the implementation and provision of Countywide diversionary services for juveniles at risk of entering costly Detention and Placement facilities; and

WHEREAS, the Suffolk County Probation Department will utilize these state funds to implement and enhance services to pre-adjudicated and adjudicated juveniles throughout Suffolk County based on the approved plan services; and

WHEREAS, the period for this funding is April 1, 2015 through March 31, 2016; and

WHEREAS, the Probation Department is contracting with vendors for six approved plan components equivalent to a total cost of $1,655,000 with a maximum reimbursement of $1,026,100 for contracted agencies for this diversionary program; and

WHEREAS, the 2015 and 2016 Probation Department adopted and requested budgets include $1,370,000 for 100% County funded contract agencies approved for reimbursement under this diversionary plan; and

WHEREAS, the STSJP program plan includes $285,000 in additional expenses for the Suffolk County Department of Probation to pay contracted agency expenses that will be required in the program; and

WHEREAS, $285,000 of the $1,655,000 has not been included in the 2015 or 2016 Operating Budget Expenditures to further this initiative; and

WHEREAS, the $1,026,100 has not been included in the 2015 or 2016 Operating Budget Revenues as the plan was not approved until mid-August 2015 and vendor commitments are still in need of contractual approvals; now, therefore be it

1st **RESOLVED**, that the County Executive has already authorized participation in this plan to secure said funds; and be it further

2nd **RESOLVED**, that the County Comptroller and the County Treasurer are hereby authorized to accept said reimbursement funds as follows:

REVENUES	AMOUNT
001-3624-State Aid: STSJP Program	$1,026,100

and be it further

3rd **RESOLVED**, that the County Comptroller and the County Treasurer are hereby authorized to appropriate the additional said grant funds as follows:

APPROPRIATIONS	AMOUNT
Suffolk County Probation Department State Aid STSJP Program 001-PRO-3182	
4000-Contractual Service	$285,000
4980-Contracted Agencies	$285,000

and be it further

4th **RESOLVED**, that the County Executive be and hereby is authorized to execute related agreements.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1804

1. Type of Legislation

Resolution X Local Law ___ Charter Law ___

2. Title of Proposed Legislation

Accepting and Appropriating 62% State Aid Reimbursement Funds Awarded by the New York State Office of Children and Family Services to the Suffolk County Department of Probation and authorizing the County Executive to execute related Agreements.

3. Purpose of Legislation

To accept and appropriate additional contracted agency expenditures in the amount of $285,000 and projected revenues in the amount of $1,026,100 for the diversionary plan as approved by NYS OCFS. Three components of the plan are budgeted as 100% County funded contracts in the 2015 and 2016 operating budgets but will now receive 62% reimbursement and are included in the revenue calculation. The reimbursement period for this plan is the NY State fiscal period of April 1, 2015 – March 31, 2016.

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

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

X	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 Legislation appropriates an additional $1,026,100 in proposed revenue to Suffolk County as a result of Probation Department diversionary programs being eligible for 62% State Aid reimbursement. As three of the components are currently 100% County funded this plan is an overall fiscal benefit to the County.

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

Total cost is dependent upon program spending but under the current plan, the additional contracts coupled with the existing 100% County funded contract result in a fiscal gain for the County proposed at $741,100.

8. Proposed Source of Funding

State Aid Revenue (001-3624) STSJP Program

9. Timing of Impact Immediate

10. Typed Name & Title of Preparer	**11. Signature of Preparer**	**12. Date**
Anne Abel Principal Accountant	Anne Abel	September 3, 2015 ~~November 8, 2014~~

Debra Kolyer
Budget Office

9/29/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1804

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2014 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 | Office of Children and Family Services

1804

ANDREW M. CUOMO
Governor

SHEILA J. POOLE
Acting Commissioner

August 11, 2015

Dear Chief Executive Officer,

Thank you for submitting Suffolk Supervision and Treatment Services for Juveniles Program (STSJP) plan for Fiscal Year (FY) 2016. Your plan has been reviewed by the Office of Children and Family Services (OCFS) and I am pleased to inform you that your county's STSJP plan has been **approved**.

Suffolk is eligible to receive 62% State reimbursement for STSJP expenditures up to the capped STSJP allocation amount. Your Suffolk will continue to receive 49% State reimbursement for eligible detention services expenditures up to the capped allocation amount. If your municipality shifts a portion of its detention allocation into its STSJP plan, your municipality will receive 62% State reimbursement if such shifted funds are spent on STSJP eligible expenditures. Suffolk may make an initial detention allocation shift or increase the amount of the detention allocation shift until December 31, 2015. If Suffolk plans to shift its detention allocation for STSJP eligible expenses, please submit a request on official letterhead to Cara Korn and email it to stsjp@ocfs.ny.gov outlining the amount that will be shifted and the type of programming or services the re-purpose detention funds will be used for under STSJP. An amend STSJP plan will also need to be submitted, if (Suffolk) shifts its detention allocation for STSJP eligible expenses

All STSJP claims must be submitted electronically via the Juvenile Detention Automated System (JDAS) for the service period April 1, 2015 to March 31, 2016. Questions on all aspects of claiming process should be directed to Daniel Hulihan at (518) 473-4511 or at Daniel.Hulihan@ocfs.ny.gov.

Thank you for your continued partnership as we reform the juvenile justice practices in New York State by safely engaging youth and their family through innovating alternative to placement and detention programs.

If you have any questions, please email us at stsjp@ocfs.ny.gov and write "STSJP Plan Questions" in the subject line so that we may best assist you in a timely manner. You can direct all STSJP inquiries to Cara Korn at (518) 408-3999 or Cara.Korn@ocfs.ny.gov and Shawn Chin-Chance at (212) 961-4110 or Shawn.Chin-Chance@ocfs.ny.gov.

Sincerely,

Joseph Mancini
Associate Commissioner
DJJOY Office of Community Partnerships

1804

OCFS-2121 (6/2015)

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

SUPERVISION AND TREATMENT SERVICES FOR JUVENILE PROGRAM (STSJP)
FISCAL YEAR (FY) 2016 ANNUAL PLAN

STSJP Plans are due to the Office of Children and Family Services (OCFS) by 07 / 31 / 2015

Plans should be submitted to: ocfs.sm.stsjp@ocfs.ny.gov

Please ensure that the title **"Supervision and Treatment Services for Juveniles Plan"** and your municipality name are in the subject field to facilitate the timely review of your STSJP Plan. Note: Fiscal Year (FY) 2016 replaces the term State Fiscal Year (SFY) 2015-16 and FY 2015 replaces the term SFY 2014-15.

Please direct any STSJP Plan questions to either:

Shawn.Chin-Chance@ocfs.ny.gov PH. 212-961-4110 Cara.Korn@OCFS.ny.gov PH. 518-408-3999

SECTION ONE- Municipal Information

NAME OF MUNICIPALITY: SUFFOLK COUNTY	
STSJP LEAD AGENCY: SUFFOLK COUNTY PROBATION DEPARTMENT	STSJP LEAD PERSON: TRACY PETERSON, PPO
STSJP LEAD PHONE NUMBER: 631-853-5487	STSJP LEAD E-MAIL: tracy.peterson@suffolkcountyny.gov

SECTION TWO – List of Programs and Services to be Funded

In this section, list the exact name of each program who have received STSJP funds, along with the projected amount of STSJP funds to be used for each. If this is a rollover program, please answer questions that are relevant to the funded program.

Program One Name	Juvenile Day Reporting Center Program	Type of Program	ATP
Total Program Expenses	$ 550,000	Rollover Funded Program	☐ Yes ☒ No

1. Please indicate specific zip codes that your plan targets:	11951	11901
[redacted]	11950	
	11967	
	11701	
	11722	

2. How will the program reduce the number of youth who are detained or in residential placement?

This program is designed as a final option for the judiciary before they place a juvenile. This program offers core education as well as career and technical education. Additional components include comprehensive referral services, intensive supervision, drug/alcohol testing, crisis intervention, and Community service. The program addresses each students' needs and prepares them for return to their district high school or affords them a high school equivalency track, while integrating life skills into each students' daily routine.

3. How will the program be family focused?

This program encourages family involvement. Each juvenile is transported daily to and from the program by Probation staff thus allowing for daily interaction with family members. The lead officer makes routine home visits with the child and the family. Counseling is available through the program to the child and the family. Efforts are made by teachers and Probation staff to connect parents to their child's education program via phone calls and parent/family meetings. To the extent that funding is available, family events are incorporated into the program.

4. Can the program be replicated across multiple locations?

The program can be replicated across multiple locations but those locations and the necessary staff and resources are not currently available in Suffolk County.

OCFS-2121 (6/2015)

5. What is the projected number of youth that are served by this STSJP funded program?

The maximum number of youth that can be in attendance at this program at any one time is 18 due to the resources and program design. This number varies on a monthly basis. A total of 33 juveniles were served in the program during the calendar year 2014.

6. If program is being used as an Alternative to Detention (ATD) and an Alternative to Placement (ATP), how will it serve both populations of youth?

N/A

7. If the program was used during FY 2015, please assess whether the service or program achieved the projected reductions in detention utilization and/or residential placements and other performance outcomes.

Current statistics are available for the calendar year 2014, which indicate that of the 33 students served, 26 were successfully diverted from placement. The program is assessed to be a highly succcessful program. A major contributor to the program's inability to divert all youth from placement has been the students' mental heath needs. With current resources, the program is limited to one social worker (LSW) and cannot provide a full array of mental health treatment.

8. What were the barriers if not met? The largest contributor to the program's inability to divert all youth from placement has been the students mental heath needs.

Did the program receive STSJP funds for FY 2015? ☒ Yes ☐ No If Yes, answer the questions below:

1. When did the program start using FY 2015 STSJP Funds? April 1, 2014
2. What was the average length of stay for youth in program or service? 1 year
3. How many youth received services in the program during FY 2015? 23 youth

Program Two -Name	Pre-Petition/Adjustment Services	Type of Program	ATD
Total Program Expenses	$ 50,000	Rollover Funded Program	☐ Yes ☒ No

1. Please indicate specific zip codes that your plan targets:	N/A	
[redacted]		

2. How will the program reduce the number of youth who are detained or in residential placement?

These services are available County-wide. The adjustment process can be used as an alternative to judicial intervention and can provide opportunity for mediation and development of a comprehensive family involved service plan less likely to result in confinement. The program focus is to assess the service needs of the youth and his or her family to assist the probation department to resolve disputes voluntarily and informally without a court intervention. The lack of court involvement will preclude detention or placement on successful cases.

3. How will the program be family focused?

One of the Department's most pressing priorities is to improve service delivery to at-risk children and their families to prevent the children from deeper involvement in the juvenile justice system with the potential of being placed in a detention or placement facility. The adjustment process can be used as an alternative to judicial intervention and can provide opportunity for mediation and development of a comprehensive family involved service plan less likely to result in confinement.

OCFS-2121 (6/2015)

4. Can the program be replicated across multiple locations? The program is best used in conjunction with the Family Court locations within Suffolk County.
5. If the program was used during FY 2015, were the performance outcomes met and describe the outcomes? The program began late in 2014 and was in operation for 1 month. the program served 3 youth for that month.
6. What were the barriers if not met? none at tis time beyond the late stat in implementing the program due to the contracting process which is now rectified.
7. If program was used as an ATD and an ATP, how was it used to serve both populations of youth? N/A
8. What is the projected number of youth that will be served by this STSJP – funded program? Approximately 70 youth & families
Did the program receive STSJP funds for FY 2015? ☒ Yes ☐ No If Yes, answer the questions below:
1. When did the program start using FY 2015 STSJP Funds? October 1, 2014
2. What was the average length of stay for youth in program or service? 3 youth admitted Length of stay is not determined since program was only in operation for 1 month.
3. How many youth received services in the program during FY 2015? 3

Program Three -Name	Community Reinvestment Expansion Program	**Type of Program**	**ATP**
Total Program Expenses	$ 160,000	**Rollover Funded Program**	☐ Yes ☒ No
1. Please indicate specific zip codes that your plan targets:			
[redacted]			

2. How will the program reduce the number of youth who are detained or in residential placement?

An alternative to a crisis home environment can provide opportunity for mediation and development of a service plan less likely to result in confinement. The program will serve youth, referred by the Department, between the ages of 11 and 15 who are currently the subject of court intervention or at risk for court involvement. These youths must reside in one of the target communities of Babylon, Huntington, Islip, Smithtown and Brookhaven Townships, excluding Brentwood (11717), Bay Shore (11706) and Central Islip (11722).

3. How will the program be family focused?

The contractor will provide clinical and case management services and family support services using the Multi-Dimensional Family Therapy (MDFT) model. As a multisystem model, MDFT clinicians will work individually with the adolescent and the parent, with the family as a whole to facilitate new relationships, and with family members in relation to sources of ongoing influence such as school and juvenile justice systems to address current functioning and new solutions for the adolescent. The contractor's case manager and therapist assigned to the youth and their family will each meet with them in their home on a weekly basis, and will conduct family sessions providing up to three contacts weekly in each case. Programming must include: Community based collaborations, youth and family focused services. The program will be strategically located with flexible hours of operation, and have family responsiveness. Youth development services will include work readiness and mentoring services, pregnancy prevention programs, educational advocacy and restorative practices.

4. Can the program be replicated across multiple locations?

The program can be replicated across multiple locations. The program is currently servicing the 5 Western Suffolk Townships with the exception of specific zip codes contracted directly between the Contractor and NYS.

5. If the program was used during FY 2015, were the performance outcomes met and describe the outcomes?

Yes, performance measures were met. The program served a total of 18 youth in 2014. The average Length of Stay was 136 days. All 18 youth were divered from placement. .

6. What were the barriers if not met?

none

7. If program was used as an ATD and an ATP, how was it used to serve both populations of youth?

N/A

8. What is the projected number of youth that will be served by this STSJP – funded program? 17-20 youth

Did the program receive STSJP funds for FY 2015? ☒ Yes ☐ No If Yes, answer the questions below:

1. When did the program start using FY 2015 STSJP Funds? April 1, 2014
2. What was the average length of stay for youth in program or service? 136 days
3. How many youth received services in the program during FY 2015? 15 male 3 female

1804

SECTION THREE – Analysis of Communities

Provide an analysis that identifies the neighborhoods or communities from which the greatest number of juvenile delinquents, juvenile offenders and persons in need of supervision (PINS) are remanded to detention or residentially placed. Are these the communities and neighborhoods served in the previous years' approved plan, if not, what has changed?

In 2014, Suffolk County had a total of 157 detention placements and 104 residential placements. Juvenile delinquents, juvenile offenders, and persons in need of supervision are referred from all towns and communities within Suffolk County with a few towns having a higher number of cases. In 2014, the residential placement data indicated the top five communities for placement referrals were Brentwood, Riverhead, Mastic/Mastic Beach/Shirley, Bayshore, Central Islip, and Coram. The detention data reported in 2014 did not include the towns but will in the future.

The Long Island Regional Youth and Justice Team (LIRYJT) includes juvenile justice representatives from Nassau and Suffolk Counties who come together quarterly to share best practices, identify areas for practice improvement and provide input to state policymakers. For 2015 and 2016, the LIRYJT is working to make data collection and reporting improvements for juvenile planning and is expected to have a comprehensive data reporting plan in place by the summer of 2016. The STSJP programs approved last year, and proposed for this year, do serve all youth from all towns in in Suffolk County.

SECTION FOUR – Disparity

In this section, please provide information indicating whether the use of detention or residential placement in your service area exhibits a significant racial or ethnic disparity or disproportionality. Please note that when looking for disparity, highlight, with the use of accurate data, youth who given comparable levels of need, do not receive equal utilization of services. Seek out all decision points to illustrate usage. When looking for disproportionality, identify any population groups who are underrepresented in a larger population and then overrepresented in a subset population. For example, population group A represents 15 percent of the general population but represents 75 percent of the detention population. If you currently do not measure these variables, please include your plan for data collection for Racial and Ethnic Disparities across your system. If no disparities or disproportionalities exist in your system simply state that in the space below.

According to the US Census, the racial ethnic composition for Suffolk County's is 81% White, 7.4% Black, 3.4% Asian, and 5.6% other. The Hispanic population (any race) is 16.5%. For Suffolk County, the detention population is overrepresented by Black (32%) and Hispanic (31%) youth and underrepresented by White (34%) youth. Between 2010 and 2014, we have seen a very slight decrease for Black youth (from 34%to 32%) in detention and an increase for Hispanic youth (from 26% to 31%) in detention.

The County has not engaged in any in-depth analysis of the data regarding racial and ethnic disparities at various system points or in the utilization of services and outcomes.

If such disproportionality exists, describe how the service/program proposed for funding will address this disparity.

Suffolk County has recognized the existence of disproportionate Black and Hispanic youth in the juvenile justice system. The LIRYJT has made it a priority to develop a comprehensive juvenile justice data collection plan which can be used to look more deeply into the county and town data for juveniles and include demographic characteristics as well as service utilization and outcomes. This will allow for the counties to better understand the racial and ethnic disparities at the various system points and also to make comparisons between counties.

SECTION FIVE – Strategy

Justification and Overall Strategy – The purpose of STSJP funds is to establish supports and services for youth who, absent these services, are likely to be detained or placed. Funds should therefore be clearly targeted to meet the needs of the types of youth who in the past have been admitted to detention or residential placement. With this specific purpose in mind, describe the strategy devised by your collaborative partners (list your collaborative partners) to address the STSJP Funding objective through the programs chosen in Section Two.

For many years, Suffolk County has engaged in developing and supporting a range of programs and services which address risk factors for detention and placement of juveniles. Suffolk County Probation along with the County Executive's Office, the Long Island Regional Youth and Justice Team, and service providers included in this plan have worked together to identify gaps in services and to develop programs which target those gaps. The Long Island Regional Youth and Justice Team membership includes Nassau and Suffolk County juvenile justice stakeholders including probation, county attorneys, juvenile justice service providers, the judiciary, community organizations, and schools. The Team also includes representatives from NYS OCFS and DCJS. The LIRYJT has helped to identify programs showing success in reducing placement and detention which have been enhanced or expanded through these funds.

The Juvenile Day Reporting Center targets youth at high risk of placement and serves as a final option for the judiciary before placement. The program addresses individual needs and offers on site education services, intensive supervision, drug/alcohol testing, crisis intervention, community service, and life skills.

The Pre-PINS adjustment process was identified as an alternative to judicial intervention which can provide an opportunity for mediation and family intervention with the intent of resolving disputes voluntarily and informally. This can reduce the likelihood of a petition being filed with the court and further entry into the system by the youth and families.

The Community Reinvestment Expansion Program is funded through OCFS for several high risk communities in Suffolk County. For this STSJP plan, Suffolk County has expanded the program to include most other towns in the county. The program was developed as an alternative to a home crisis situation which can lead to further entry into the juvenile justice system and potential placement.

The respite program was selected to provide respite bed access for juveniles who are arrested and are determined ineligible for placement yet cannot be returned to their home. The program offers the juvenile and their families' time to seek out resources to address the problems which can lead to further court involvement and higher risk of placement.

The Home Based Service program provides a variety of intensive services and referrals for juveniles and their families throughout the county to help reduce further court involvement and potential risk of placement.

Lastly, the education advocacy program is available Countywide and provides educational advocacy, assessment and support

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services to the juvenile delinquent population. The program helps juveniles to rectify educational issues and reduce school related problems which can lead to probation violations and higher risk of court involvement and potential placement.

SECTION SIX – Outcomes

Performance Outcomes – For FY 2016, provide the projected performance outcomes for your proposed services and programs, being sure to include: An estimate of the anticipated reductions in detention utilization and residential placements.

Program 1 JDRC – Based upon the outcomes from last year, the program expects to serve 18 juveniles at any one time with a total of 33 served in a one year period. The program expects 26 youth to successfully complete the program and thus be diverted from detention and placement.

Program 2 Pre-Petition/Adjustment Services – The program expects to serve up to 70 juveniles per year. The anticipated number of youth diverted form detention would be aproximately 70 youth per year.

Program 3 Community Reinvestment Expansion Program – The program expects to serve between 17-20 juveniles per year. The anticipated number of youth diverted from detention and /or placement would be 18 which is based upon t he number diverted in 2014.

Program 4 Respite – The program expects to serve approximately 20 juveniles per year. The number diverted from detention and/or placement would be 20 per year.

Program 5 Home Based - The program expects to serve approximately 200 juveniles per year. Due to the success of the home based services program, the department is expanding the area for this program to County-wide and expects the program to divert 95% of the juveniles served from detention and/or placement per year.

Program 6 Education Advocacy - The program expects to provide educational advocacy to at least 35 juveniles per year. The program will divert all 35 of those juveniles from placement.

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Other projected positive outcomes for youth who participate in the services and programs:

The youth who participate in these programs not only benefit from not being detained or placed but benefit from the corrective actions resulting from services both individually and within the family setting. JDRC has enabled juveniles to return to school on a comprehensive track to finishing high school or afforded the youths alternatives to high school and life skills. The successful completion of any of the proposed components affords participants additional skills or lessons through program support.

Are there any changes in allocations or practices planned for FY 2016 based on experiences in FY 2015, please list those changes:

Additional funding is being allocated to several programs as the services provided have seen positive results and further support of these programs is anticipated to result in continued success. Additional funding has been proposed for Programs 1, 2, 5 and 6.Program 1 is anticipated to have additional cirriculum infused and programs 2, 5 and 6 are being looked at for the provision of additional services with an emphasis on East End services.

SECTION SEVEN– Comments

The biggest barrier to these programs is the geographic expanse of Suffolk County and the needs of the juveniles throughout the County. Serving the East End of the County has always proven to be challenging as the population is not as dense and the East End is divided into two separate land masses (forks). The demographics and needs are different and resources are lacking due to the lesser populations. Mobile services such as Home Base and Educational Advocacy are better suited for this population but will also admit that accessibility is difficult.

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OCFS-2121 (6/2015)

SECTION EIGHT– Plan Amounts

Instructions:

A. Enter all program expenses in Program Services tab.

B. Specify State Reimbursements for this plan (lines 6-9)

Expenses		
1. Program Expenses (from Program Services)	1,665,000	
2. State Reimbursement (Line 1* 0.62)		1,026,100
Available Reimbursements		
3. STSJP Allocation	240,136	
4. Detention Allocation	2,517,695	
5. JDAI	0	
Reimbursements for this Plan		
6. STSJP Allocation		240,136
7. Detention Allocation being shifted to STSJP (if applicable)		785,964
8. JDAI (if applicable)		0
9. FY 2015 Rollover (if applicable)		0
10. Total Reimbursements (Lines 6-9)		1,026,100
State and Local Totals		
11. State Share Amount (Line 10)		1,026,100
12. Local Share Amount (Subtract Line 11 from 10)		628,900

SECTION NINE– Approval

Approval of the Chief Executive Officer

As STSJP Lead for THE COUNTY OF SUFFOLK Municipality, I certify that the CEO STEVEN BELLONE has reviewed and approved the 2015-2016 plan.

Date: 07 / 31 / 2015 STSJP Lead User ID: TPeterson1 STSJP Lead Printed Name: Tracy A. Peterson

INSTRUCTIONS:

Instructions for properly processing an STSJP plan.

a. Once you have opened a copy of the OCFS-2121 form, please immediately use the "Save As" function in Microsoft Word to save a copy of the document on your computer.
b. Please save your STSJP plan using the following format; (Municipality Name 2015-2016 STSJP Plan)
c. Work from the "saved" plan document using it to record all of your municipality's information. Please use the document OCFS- 2121A to document additional STSJP programs.
d. Once you have satisfactorily completed entering the required data, save the document.
e. Section Nine must be completed prior to OCFS review of STSJP Plan.
f. Upload completed plan and send it to OCFS via the STSJP email address at ocfs.sm.stsjp@ocfs.ny.gov

Approval of the OCFS STSJP Program Lead

As OCFS STSJP reviewer, I certify that I approve of this Supervision and Treatment Services for Juveniles Program Plan for Suffolk Co Municipality and 2015-2016 fiscal year.

Date: 8/11/15 User ID: Printed Name: Allison Campbell

OCFS-2121A (5/2015)

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NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

SUPERVISION AND TREATMENT SERVICES FOR JUVENILE PROGRAM (STSJP) FISCAL YEAR (FY) 2016 ANNUAL PLAN - ADDENDUM

Program Four-Name	Respite	Type of Program	ATD/ATP
Total Program Expenses	$ 75,000	Rollover Funded Program	☐ Yes ☒ No

1. Please indicate specific zip codes that your plan targets:	N/A	
[redacted]		

2. How will the program reduce the number of youth who are detained or in residential placement?

These services are available Countywide. Some juveniles who are arrested and, pursuant to a risk assessment, are determined ineligible for placement in Detention cannot be returned to their home because of the circumstances surrounding the arrest or unrest within the family setting. Respite is an important component in diffusing tense circumstances and allowing for a cooling off period. This also enables the juvenile and their families time to seek out resources to address the problems to avoid escalation and court intervention.

3. How will the program be family focused?

Respite bed access is available for juveniles who cannot be returned to their home because of the circumstances surrounding the arrest or unrest within the family setting. Although Respite is voluntary, the facility offers a safe haven for the juvenile and a period of separation for the family to allow all parties the opportunity to seek resources to aid in the reunion of all parties. A plan is developed for the juvenile and the family to address the presenting issues inclusive of arrangements for home based services to assist the family unit as a whole.

4. Can the program be replicated across multiple locations?

This program is contracted currently with only one vendor. That vendor has a physical location in western Suffolk County. Respite services can be accomodated in multiple locations throughtout the County if the availibility was there. This is a problem that the department is looking to rectify through contractual agreements with other agencies but there are procurement procedures that must be followed to expand these services.

5. If the program was used last SFY, were the performance outcomes met and describe the outcomes?

Yes, 4 youth were referred to the progam for an average length of stay of 12.5 days.

6. What were the barriers if not met?

none

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7. If program was used as an ATD and an ATP, how was It used to serve both populations of youth?

Respite bed access for juveniles who are arrested is an important component in difusing tense circumstances and allowing for a cooling off period. This also enables the juvenile and their families time to seek out resources to address the presenting problems to avoid escalation and court intervention.

8. What is the projected number of youth that will be served by this STSJP – funded program? 17-20 youth

Did the program receive STSJP funds FY 2015? ☒ **Yes** ☐ **No** **If Yes, answer the questions below:**

1. When did the program start using FY 2015 STSJP Funds? April 1, 2014
2. What was the average length of stay for youth in program or service? 12.5
3. How many youth received services in the program during FY 2015? 4

Program Five-Name	Home Based Services	**Type of Program**	**ATD/ATP**
Total Program Expenses	$ 640,000	**Rollover Funded Program**	☐ **Yes** ☒ **No**

1. Please indicate specific zip codes that your plan targets:	N/A	
[redacted]		

2. How will the program reduce the number of youth who are detained or in residential placement?

These services are available Countywide. Home Based workers afford a variety of services and referrals to additional services while working with the juveniles and their families in the home setting. The availablity of home based resources to mitigate or correct family issues will reduce court involvement as the source of the issues can be addressed at the basic level.

3. How will the program be family focused?

The Home Base approach is characterized by custom designed case planning and is child centered, family focused, community-based and culturally competent. Home Based workers afford a variety of services and referrals to additional services while working with the juveniles and their families in the home setting. The availablity of home based resources to mitigate or correct family issues will reduce court involvement as the source of the issues can be addressed at the basic level. Social Workers in the juveniles home are more likley to engage the entire family and are certainly afforded the opportunity to observe and assess the family dynamic resulting in all inclusive services.

4. Can the program be replicated across multiple locations?

This program is based in the home of the juveniles and is available throughtout the County.

5. If the program was used last SFY, were the performance outcomes met and describe the outcomes?

Yes, a total of 33 cases were opend and the average length of stay was 6 months. The Home Base team is specifically designed to prevent congregate residential care and has been successful in doing so. This home base program has successfully provided intensive services to youth at imminent risk of placement. Due to the continued success in diverting PINS & JD youth from residential placement, the Department has continued the Home Base services with Family Service League and increased funding to expand the available services.

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6. What were the barriers if not met?

N/A

7. If program was used as an ATD and an ATP, how was It used to serve both populations of youth?

Home Based workers afford a variety of services and referrals to additional services while working with the juveniles and their families in the home setting. The availablity of home based resources to mitigate or correct family issues reduces court involvement as the source of the issues can be addressed at the basic level. Social Workers in the juveniles' home are more likley to engage the entire family and are afforded the opportunity to observe and assess the family dynamic. These services thereby afford all juveniles the opportunity to have diversionary resources resulting in shortened detention stays and intervention before violations arise with potential placement.

8. What is the projected number of youth that will be served by this STSJP – funded program? 20 youth

Did the program receive STSJP funds for FY 2015? ☒ Yes ☐ No If Yes, answer the questions below:

1. When did the program start using FY 2015 STSJP Funds? April 1, 2014

2. What was the average length of stay for youth in program or service? 6 months

3. How many youth received services in the program during FY 2015? 33

Program Six-Name	Educational Advocacy Services	**Type of Program**	**ATP**
Total Program Expenses	$ 180,000	**Rollover Funded Program**	☐ Yes ☒ No

1. Please indicate specific zip codes that your plan targets:	N/A	
[redacted]		

2. How will the program reduce the number of youth who are detained or in residential placement?

These services are available Countywide. There is a contracted agency to provide educational advocacy, assessment and support services to participants in the Department's Juvenile Delinquent Advocacy Program. These services help juveniles to rectify educational issues that create school related problems. Juveniles with Probation supervision could, consequently, have educational issues resulting in Violations and court interaction and the potential for placement.

3. How will the program be family focused?

The contractor provides educational advocacy, assessment and support services to juveniles through meetings with the juveniles, parents and school district administrators. The parents have to participate and thereby learn what services their youth is entitled to and what additional resources are required to have the juvenile succeed.

4. Can the program be replicated across multiple locations?

The advocates in this program offer services County-wide and have no restrictions on geographic areas.

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5. If the program was used last SFY, were the performance outcomes met and describe the outcomes?
14 Superintendent Hearings were successfully resolved with appropriate programs and/or services. Additionally 37 parents received brief services (advice & brief intervention on an education matter, resolved without a school meeting). LIAC initiated 89 CSE or informal meetings & successfully had 17 students reclassified with appropriate services found within the school setting. 35 students received additional and independent evaluations (including neuropsychological and psychiatric evaluations). As a result none of the youths served were placed in a residential facility.

6. What were the barriers if not met?

None of the youths served were placed in a residential facility. Thus, LIAC was 100% successful in maintaining students in appropriate school settings.

7. If program was used as an ATD and an ATP, how was It used to serve both populations of youth?

N/A

8. What is the projected number of youth that will be served by this STSJP – funded program? 35

Did the program receive STSJP funds for FY 2015? ☐ Yes ☐ No If Yes, answer the questions below:

1. When did the program start using FY 2015 STSJP Funds? October 1, 2014
2. What was the average length of stay for youth in program or service? 6 months
3. How many youth received services in the program during FY 2015? 70

Program Seven-Name		**Type of Program**	
Total Program Expenses	**$**	**Rollover Funded Program**	**☐ Yes ☐ No**
1. Please indicate specific zip codes that your plan targets:			
[redacted]			

2. How will the program reduce the number of youth who are detained or in residential placement?

3. How will the program be family focused?

1804

2015 INTERGOVERNMEMTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL: **ACCEPTING AND APPROPRIATING 62% STATE AID REIMBURSEMENT FUNDS AWARDED BY THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF PROBATION AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE RELATED AGREEMENTS.**

PURPOSE OR GENERAL IDEA OF BILL: The Director of Probation has requested the acceptance of reimbursement funds in connection with the NYS OCFS Supervision and Treatment Service for Youth Program (STSJP) for the State Fiscal Year 2015-16. These funds will be used to offset the cost of the six contracted components of the NYS OCFS STSJP mandated program activities in Suffolk County for diversionary services from Detention and Placement.

SUMMARY OF SPECIFIC PROVISIONS: This Legislation requests the acceptance and allocation of $1,026,100 of revenues for the 2015-2016 State fiscal period. This funding will facilitate 62% reimbursement of projected program costs in the amount of $1,655,000. $1,370,000 in contracted costs is already a part of the 2015 and 2016 budgets at 100% county funding. The additional $285,000 in contracted expenses is requested to be allocated to contract agencies under Appropriation 3182.

JUSTIFICATION: Suffolk County has been allocated reimbursement funding for participation in the NYS STSJP program for the last four fiscal years and again for the 2015-16 State fiscal year. This funding is for counties to develop and enact diversionary programs for juveniles in an effort to reduce Detention and Placement costs and admissions. The plan submitted by the Probation Department was accepted including three current contracted programs and three alternative programs to be contracted for. The three existing Probation programs are eligible for reimbursement as alternatives to placement and detention and will no longer be 100% funded by the County.

FISCAL IMPLICATIONS: The funding will allow for reimbursement, at 62%, of the cost of Detention and Placement diversionary programs. The County will benefit from reimbursement on current contracts valued at $1,370,000 which had previously been 100% County funded. These programs are also an offset to the costs of detaining and placing juveniles for which the County incurs 51% fiscal responsibility. Despite adding projected contractual costs of $285,000, the projected reimbursement funding will result in a net gain of $741,100. Due to the

lengthy process of submitting and receiving approval for the Probation plan, these proposed expenditures and revenues were not included in the adopted 2015 or proposed 2016 Operating Budget. The Legislation requests the appropriation of the additional $285,000 to contractual expenses and recognition of the projected total of $1,026,100 in revenue.

COUNTY OF SUFFOLK 1804

Steve Bellone
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PROBATION

Patrice S. Dlhopolsky
DIRECTOR

September 2, 2015

Jon Schneider, Deputy County Executive

Enclosed please find a copy of the resolution packet prepared by the Suffolk County Dept. of Probation.

This resolution is to accept and appropriate a maximum of $1,026,100 State Aid funding from NYS Office of Children and Family Services. The resolution is for the funding period effective April 1, 2015 through March 30, 2016. This State funding is pursuant to the NYS Office of Children and Family Services Supervision and Treatment Services for Juveniles Program Plan to divert juveniles from expensive Detention and Placement facilities. The grant is for reimbursement of diversionary program costs associated with the Suffolk County Probation Department participation in the State mandated program. The County plan was submitted July 31, 2015 (as directed by OCFS), with the County Executive's approval. The resolution is reflective of the six actual program components that will be contracted for and reimbursable during the 2015/2016 State fiscal cycle.

Components one (1), five (5) and six (6) are currently 100% County funded contracts. These contracts, Juvenile Day Reporting Program BOCES contract, Home Based Services Family Service League contract and Educational Advocacy Long Island Advocacy Center Inc. contract respectively, are all eligible for funding as an alternative to placement program. Claims for reimbursement will be prepared for these programs.

The NYS OCFS approval letter for the STSJP plan is attached.

Please feel free to contact Anne Abel at 2-5032 if you have any questions. I thank you in advance for any attention that can be given to this resolution.

Patrice Dlhopolsky

Patrice S. Dlhopolsky
Probation Director
852-5101

P.O. Box 188
YAPHANK, NEW YORK 11980 - 0188
(631) 852 - 5000

Intro. Res. No. 1805 -2015 Laid on Table 10/6/15
Introduced by Presiding Officer on request of the County Executive.

RESOLUTION NO. - 2015, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A JOINT FINANCING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY

WHEREAS, this Legislature hereby finds and determines that Suffolk County remains vulnerable to hurricanes and devastating storm surge; and

WHEREAS, as evidenced in recent years by Superstorm Sandy, storm surge can cause tens of millions of dollars in damages to property and threaten lives; and

WHEREAS, this Legislature wishes Suffolk County to use all means necessary to protect residents, where possible, from the impact of said hurricanes, storm surge and resulting floods; and

WHEREAS, the U.S. Geological Survey has developed technology for tidal warning gauges and related technology that can monitor ocean levels during storms to provide early warnings against storm surge; and

WHEREAS, it is now considered peak hurricane season; and

WHEREAS, the Suffolk County Department of Fire, Rescue and Emergency Services would use data from tidal warning gauges to warn citizens, deploy emergency resources and protect Suffolk County residents during times of hurricanes and storm surge; and

WHEREAS, federal grant funding exists and is available to the Suffolk County Department of Fire, Rescue and Emergency Services in the amount of $77,820 for the period October, 2015 through September 30, 2018, to pay for shared deployment, maintenance and use of new tidal warning gauges to be placed in Moriches Bay and the eastern Great South Bay, through a Joint Financing Agreement with the U.S. Geological Survey; now, therefore be it

1st **RESOLVED**, that the Suffolk County Executive, or his designee, be and hereby is authorized to enter into a joint financing agreement with the U.S. Geological Survey for operation and maintenance of said tidal warning gauges during the aforementioned time period, for an amount of $77,820 paid in annual installments through the agreement period; 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 law constitutes a Type II action pursuant to Section 617.5 (c) (20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality

(CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1805

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A JOINT FINANCING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY

3. Purpose of Proposed Legislation

To provide Suffolk County Department of Fire, Rescue and Emergency Services with real-time data that would give emergency managers early warning on damaging and life-threatening storm surge typically associated with hurricanes.

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

U.S. Urban Area Security Initiative (UASI) grants

9. Timing of Impact

Upon approval

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Edward F. Moltzen, Assistant to the Commissioner of Suffolk County Fire, Rescue and Emergency Services Beth A Reynolds Assist. Budget Director	Edward F. Moltzen Beth A Reynolds	9/30/15 9/30/15

SCIN FORM 175b (10/95)

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1805

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1805

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Authorizing the County Executive to Enter into a Joint Financing Agreement with the U.S. Geological Survey.

PURPOSE OR GENERAL IDEA OF BILL: To permit the County Executive to enter into a partnership with USGS on operation and maintenance of two tidal warning gauges, in Moriches Bay and the eastern Great South Bay, as an early warning system against damaging and potentially deadly storm surges.

SUMMARY OF SPECIFIC PROVISIONS: This permit the County Executive to enter into an agreement with USGS and permit payment of a total of $77,820, divided into annual payments, for operation and maintenance costs of abovementioned tidal warning gauges. The funding would come in full or in part from federal grants provided by the 2014 and 2015 Urban Area Security Initiative.

JUSTIFICATION: Storm surge, as happens during hurricanes and tropical storms, can cause tens or hundreds of millions of dollars in damages and threaten lives in coastal areas. It has been identified as a threat in the Suffolk County Hazard Mitigation Plan, and caused massive damage to Suffolk County during Superstorm Sandy. These tidal warning gauges would provide real-time data, and specific data in advance of landfall, that would better enable emergency managers to protect residents and property during future storm events.

FISCAL IMPLICATIONS: $77,820, paid in annual installments, from federal grant funding under the Urban Area Security Initiative (UASI).

COUNTY OF SUFFOLK

1805

JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

GREGORY C. MINIUTTI
CHIEF OF COMMUNICATIONS

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

STEVEN BELLONE
COUNTY EXECUTIVE

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: Sept. 30, 2015

SUBJECT: Request for Introductory Resolution: Authorizing the County Executive to enter into a Joint Financing Agreement with the U.S. Geological Survey.

Enclosed for further processing is an introductory resolution and supporting documents to authorize the Commissioner of FRES to enter into a Joint Financing Agreement with the U.S. Geological Survey for operation and maintenance of tidal warning gauges in Moriches Bay and the eastern Great South Bay.

This agreement, if authorized and entered into, would permit the Commissioner of FRES to sign an agreement for no more than $77,820 to be paid to the U.S.G.S. in annual installments from October, 2015 through Sept. 30, 2018.

These funds would come in full or large part from federal grants provided under the U.S. Urban Area Security Initiative.

If you have any questions, please contact my office at x24850.

JFW

Enclosures

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. Reso. No. 1806-15 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $219,176 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE 2015 BOMB SQUAD INITIATIVE PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Homeland Security and Emergency Services has made $219,176 in Federal pass-through funds from the 2015 State Homeland Security (SHSP) grant program available to Suffolk County for the 2015 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, 2015 through August 31, 2018; and

WHEREAS, said grant funds have not been included in the 2015 Suffolk County Operating Budget; 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 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

2nd **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
115-4524–Federal Aid: 2015 Bomb Squad Initiative	$219,176

ORGANIZATIONS:

Police Department (POL)
2015 Bomb Squad Initiative
115-POL-3740

2000–Equipment	$219,176

2500 – Other Equipment Not Otherwise $219,176

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 New York State Division of Homeland Security and Emergency Services.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

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2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting & appropriating a grant in the amount of $219,176 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the 2015 Bomb Squad Initiative program with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $219,176 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 $219,176 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

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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 & APPROPRIATING A GRANT IN THE AMOUNT OF $219,176 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE 2015 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 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 resolution provides $219,176 for participation in the 2015 Bomb Squad Initiative Program.

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, 2015 and August 31, 2018.

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
Stephanie Rubino Assistant Budget Director	Stephanie Rubino	9-30-15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1806

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK C REAL PROPERTY, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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
COUNTY EXECUTIVE

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EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT
MEMORANDUM

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

FROM: **Stuart Cameron, Chief of Support Services**
Suffolk County Police Department SC

DATE: **September 24, 2015**

SUBJECT: **Resolution Packet & SCIN Forms for 2015 Bomb Squad Initiative grant program**
DHSES # WM15152851

Request passage pursuant to LL40 at October 6, 2015 Legislative General Meeting

Attached please find the following for the New York State Division of Homeland Security and Emergency Services sponsored 2015 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.

DHSES has revised its grant acceptance policy and requires grant acceptance two weeks from award. This award was received on September 18, 2015. We request that this draft resolution be presented to the Public Safety committee at its October 1 meeting and passed pursuant to LL40 at the October 6 General Meeting in order to expedite contract processing.

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.

SC/sf
Att.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 9/23/15
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank IR 1806-15	
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: **2015 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, 2015, Public Law 114-4, 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: 09/01/2015 To: 08/31/2018

2. Financial Assistance Requested

SOURCE	*EIGHTH FUNDING CYCLE*		*NINTH FUNDING CYCLE*		*TENTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$218,925	96.41%	$198,900	100%	$219,176	100%
State	$	%	$	%	$	%
Private	$	%	$	%	$	%
County	$8,141	3.59%	$	%	$	%
Total	$227,066	100%	$198,900	100%	$219,176	100%

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3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$ 0	$	$
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			

SCIN FORM 164

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2015			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	**219,176** 219,176			
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				9081
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 2015			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				1806
OTHER (List Source & Brief Explanation)				

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	
None							

SCIN Form 164D (10-80)

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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 $219,176 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the 2015 Bomb Squad Initiative Program with 100% support.

3. Purpose of Proposed Legislation
To accept $219,176 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

Sarah Furey
Sr. Grants Analyst S. Furey 9/23/15

SCIN FORM NO. 175b (10/95)

NEW YORK STATE | Homeland Security and Emergency Services

1806

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

September 1, 2015

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:

I am pleased to announce that the NYS Division of Homeland Security and Emergency Services (DHSES) is awarding Suffolk County $219,176 under the FY2015 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, 2015 through August 31, 2018.

A representative from DHSES's Grants Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions regarding this program, please contact my Director of Grants, Ms. Shelley Wahrlich, at 518-402-2123.

This marks the tenth consecutive year that DHSES has awarded direct funding to local Bomb Squads across New York State. This sustained commitment of funding, in addition to annual Symposiums, Capability Assessments, and the collection of call data are the hallmarks of DHSES's nationally-recognized Bomb Squad Program.

Congratulations on your award. We look forward to working with you and your local Bomb Squad on this program.

Sincerely,

John P. Melville
Commissioner

cc: Lt. Kevin Burke, Suffolk County Police Department

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Bomb Squad 2015

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: C152851 (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: WM2015 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM15152851
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809 DUN & BRADSTREET NO: 065949190	INITIAL CONTRACT PERIOD: FROM 09/01/2015 TO 08/31/2018 FUNDING AMOUNT FOR INITIAL PERIOD: $219,176.00
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: _____

Award Contract

Project No.	**Grantee Name**	1806	**SHSP**
BS15-1006-D00	Suffolk County		09/22/2015

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Award Contract **SHSP**

Project No.	Grantee Name	
BS15-1006-D00	Suffolk County	09/22/2015

1806

Award Contract

SHSP

Project No.
BS15-1006-D00

Grantee Name
Suffolk County

09/22/2015

Award Contract

1806

SHSP

Project No.	**Grantee Name**	
BS15-1006-D00	Suffolk County	09/22/2015

Budget Summary by Participant

Suffolk County

Suffolk County Police Department - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Digital X-ray Imaging Systems	02EX-01-XRAP	1	$91,000.00	$91,000.00	$91,000.00	$0.00
2	Robot and related items (PTZ Color Camera, etc)	03OE-07-ROBT	1	$42,820.00	$42,820.00	$42,820.00	$0.00
3	Protective Bomb Suits (Bomb Suits, Helmets & Visors)	02PE-01-BSUT	1	$65,356.00	$65,356.00	$65,356.00	$0.00
4	PAN Kits for Dismounted Ops	02EX-02-TLPB	1	$17,500.00	$17,500.00	$17,500.00	$0.00
5	Fragmentation Protection Storage Bags	02EX-00-EXMP	1	$2,500.00	$2,500.00	$2,500.00	$0.00
Total					$219,176.00	$219,176.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$219,176.00	$219,176.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$219,176.00	$219,176.00	$0.00

Award Contract

Project No.	**Grantee Name**	1806	**SHSP**
BS15-1006-D00	Suffolk County		09/22/2015

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

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. Contractor shall provide complete and accurate vouchers to DHSES 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor. 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 Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors 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 Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a

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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 Contractor 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, Paragraph 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, Paragraph 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 Contractor'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 Contractor 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 Contractor may be required to submit a final budget reallocation.

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

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2. The Contractor 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. 07/2015

Certified by - on

Award Contract

Project No.	Grantee Name	1806	SHSP
BS15-1006-D00	Suffolk County		09/22/2015

Work Plan

Goal

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks involving explosive devices.

Objective #1

G & T Workplan Code - 18. Establish/enhance explosive ordnance disposal units/bomb squads.

Investment Justification - Counter Terrorism and Law Enforcement

Target Capability

Primary - Explosive Device Response Operations

To enhance explosive ordnance disposal units/bomb squads (4.1).

Task #1 for Objective #1

Purchase allowable bomb squad equipment. Train appropriate personnel in the proper use of the equipment and place the equipment 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		1806	SHSP
Project No.	**Grantee Name**		
BS15-1006-D00	Suffolk County		09/22/2015

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

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' or 'Subrecipient') 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).

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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[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.

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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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. Interpretation: The headings in the 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 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.

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L. 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.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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 services 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 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.

M. 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.

N. 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.

O. 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.

P. 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

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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.

Q. 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. 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.

R. 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.

S. 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.

T. 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.

U. 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.[2]

V. 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.

W. 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.

X. 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. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. 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.

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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

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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.

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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

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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:[3] 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:[4] 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:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:[6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:[7] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final

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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.

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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.

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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.

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. If requested by 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

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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. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, 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.

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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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

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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 2 CFR Part 200. 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.

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3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 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:

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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

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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:[8] 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.

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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 work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan 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

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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

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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.

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(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.

S. 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

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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. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. 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(S)(7)

(d) or (e) herein must make all procurements as noted below: 1806

i. If the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

g. 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.

h. 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.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. 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.

i. 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.

j. 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.

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. 1806

ii. 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.

iii. 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.

iv. 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. 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. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. 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 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) 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 $500 per federal fiscal year 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.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program 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

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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.

G. 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.'

H. 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. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, 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 must 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, as appropriate, of such organizations as 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 (e) of this section.

J. 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.

K. 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.

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L. 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=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&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 https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

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.

M. 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.

N. 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.'

O. 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

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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.

P. 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.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. 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.

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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.

4. 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.

5. 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.

6. 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] To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] 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.

[3] 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.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

[5] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[6] 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.

[7] 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

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renewal or new contract.

[8] Not applicable to not-for-profit entities

VER 07/15

Certified by - on

1806

Award Contract **SHSP**

Project No.	**Grantee Name**	
BS15-1006-D00	Suffolk County	09/22/2015

Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph O; 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

1806

Award Contract **SHSP**

Project No.	Grantee Name	
BS15-1006-D00	Suffolk County	09/22/2015

Special Conditions

I. ALL GRANT FUNDS:
Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at http://www.fema.gov/preparedness-non-disaster-grants.

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2014-2016 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the 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. Subrecipients 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) (http://www.fema.gov/media-library/assets/documents/101566).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment 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 in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise

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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. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients 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, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients 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. Subrecipients 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 subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients 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. Subrecipients 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, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient 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/eph.cfm.

G. Equipment Maintenance Requirements

1. Subrecipients 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

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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, subrecipients must arrange for DHSES specified subrecipient 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 subrecipient 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 subrecipient 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. Subrecipient 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. Subrecipients 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 subrecipient to ensure that it is effective.

4. All subrecipients 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 subrecipient ; and (2) the status of any corresponding subrecipient 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 subrecipients 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.

II. 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 their squad's incidents.

Intro. Reso. No. 1807-15 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $19,711 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE EXPLOSIVE DETECTION CANINE TEAM FY2015 PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Homeland Security and Emergency Services has awarded $19,711 in Federal pass-through funds from the 2015 State Homeland Security (SHSP) grant program to Suffolk County for the Explosive Detection Canine Team FY2015 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 through the maintenance and sustainment of the SCPD Explosive Detection Canine Teams; and

WHEREAS, the operational period of the Program will be from September 1, 2015 through August 31, 2018; and

WHEREAS, said grant funds have not been included in the 2015 Suffolk County Operating Budget; 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 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

2nd **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
115-4523--Federal Aid: Explosive Detection Canine Team FY2015	$ 19,711

ORGANIZATIONS:

Police Department (POL)
Explosive Detection Canine Team FY2015
115-POL-3739

2000--Equipment	$ 16,525

2500 – Other Equipment Not Otherwise	$ 16,525
3000-Supplies, Mtrls & Other Exp	$ 3,186
3500-Other: Unclassified	$ 3,186

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 New York State Division of Homeland Security and Emergency Services.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1807

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 $19,711 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the Explosive Detection Canine Team FY2015 Grant Program with 100% support.

3. Purpose of Proposed Legislation
To accept $19,711 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services to provide for the purchase of equipment and training supplies to be used by the SCPD's Canine Section Explosives Detection Teams.

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 current project is 100% funded by the 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
Sarah Furey Sr. Grants Analyst	S Furey	9/24/15

SCIN FORM NO. 175b (10/95)

1807

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 & APPROPRIATING A GRANT IN THE AMOUNT OF $19,711 IN FEDERAL PASS-THROUGH FUNDS FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE EXPLOSIVE DETECTION CANINE TEAM FY2015 PROGRAM WITH 100% SUPPORT.

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 resolution provides $19,711 for the Explosive Detection Canine Team.

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, 2015 and August 31, 2018

8. Proposed Source of Funding

NYS 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
Stephanie Rubino Assistant Budget Director	Stephanie Rubino	9-30-15

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FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK C REAL PROPERTY, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: 2014 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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2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating a grant in the amount of $19,711 in Federal pass-through funding from the New York State Division Of Homeland Security and Emergency Services for the Explosive Detection Canine Team FY2015 grant program with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $19,711 in grant funding to support the purchase of equipment and training supplies in order to maintain and sustain the capabilities of the SCPD Canine Section's Explosives Detection Canine Teams.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept pass-through Federal funding in the amount of $19,711 for the purchase of equipment and supplies for training of the Explosives Detection Canine Teams.

JUSTIFICATION: The Suffolk County Police Department Explosives Detection Canine Teams require continual training in order to maintain and enhance their explosives detection capabilities. Grant funding will provide for some specific training equipment, as well as two vehicle kennel inserts with heat alarms, K-9 first aid kits, harnesses and other supplies.

FISCAL IMPLICATIONS: None

NEW YORK STATE | Homeland Security and Emergency Services

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ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

September 16, 2015

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

Dear Mr. Bellone:

I am pleased to announce that Suffolk County has been awarded $19,711 in federal funding under the FY2015 Explosive Detection Canine Team Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP). The performance period for this award is September 16, 2015 through August 31, 2018.

As outlined in your application, this funding is provided for the sustainment, maintenance and enhancement of your explosive detection canine team assets, through equipment, training, exercise, and planning projects that support terrorism prevention activities in your jurisdiction. All funding is subject to both New York State and federal guidelines and regulations.

We encourage you to review the objectives of this targeted grant opportunity as we reach out to you to execute your contract. One of the primary objectives requires grantees to continually update their DHS Office for Bombing Prevention *Explosive Detection Canine Capability Assessment Reports*, specifically when they have completed a significant project that demonstrates capability growth, and we strongly recommend that you update your assessment report annually. Additionally, all grantees are required to be registered users of the Bomb Arson Tracking System (BATS), administered by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), to document the incidents their team responds to and the activities they perform.

All capabilities developed through Federal FY2015 SHSP funding are required to be deployable regionally and nationally per the Federal Funding Opportunity Announcement.

A representative from DHSES's 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 Heather Pruden at (518) 242-5058.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

John P. Melville
Commissioner

cc: Commissioner Edward Webber, Suffolk County Police Department

COUNTY OF SUFFOLK

1807

STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT
MEMORANDUM

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

FROM: **Stuart Cameron, Chief of Support Services** SC
Suffolk County Police Department

DATE: **September 24, 2015**

SUBJECT: **Resolution Packet & SCIN Forms**
Explosive Detection Canine Team FY2015 grant program
DHSES # WM15152851

Request passage pursuant to LL40 at October 6, 2015 Legislative General Meeting

Attached please find the following for the New York State Division of Homeland Security and Emergency Services sponsored 2015 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.

DHSES has revised its grant acceptance policy and requires grant acceptance two weeks from award. This award was received on September 18, 2015. We request that this draft resolution be presented to the Public Safety committee at its October 1 meeting and passed pursuant to LL40 at the October 6 General Meeting in order to expedite contract processing.

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.

SC/sf
Att.

IR 1807-15

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 9/24/15
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: **Explosive Detection Canine Team FY2015**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Department of Homeland Security Appropriations Act, 2015, Public Law 114-4; administered by the New York State 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.) Funding will support the maintenance and sustainment of the SCPD Explosives Detection Canine Teams' capabilities through the purchase of equipment and training supplies.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.) Police Department

II. BUDGET INFORMATION

1. Term of Contract From: 9/1/15 To: 8/31/18

2. Financial Assistance Requested

SOURCE	*THIRD FUNDING CYCLE*		*FOURTH FUNDING CYCLE*		*FIFTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$15,000	100%	$16,148	100%	$19,711	100%
State	$	%	$	%	$	%
Private	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	$15,000	100%	$16,148	100%	$19,711	100%

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Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$ 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 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			

SCIN FORM 164

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2015			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 2030 Purchase of Automobiles 2040 Trucks, Trailers, and Jeeps 2090 Radio and Communication 2500 Other Equip Not Otherwise	**16,525** 16,525			
3000 SUPPLIES MATERIALS & OTHERS: 3160 Computer Software 3500 Other Unclassified 3520 Rent: Automobiles	**3,186** 3,186			
4000 UTILITIES: 4010 Telephone & Telegraph 4210 Computer Services				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				1981

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2015			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 4750 Law Enforcement Expenditures 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				2081
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
NONE						

L081

SCIN Form 164D (10-80)

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EDCT 2015

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: T884259 (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: WM2015 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM15884259
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809 DUN & BRADSTREET NO: 065949190	INITIAL CONTRACT PERIOD: FROM 09/16/2015 TO 08/31/2018 FUNDING AMOUNT FOR INITIAL PERIOD: $19,711.00
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: _____

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Award Contract

Project No.	**Grantee Name**	**SHSP**
CP15-1041-E00	Suffolk County	09/23/2015

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Award Contract **SHSP**

Project No.	**Grantee Name**	
CP15-1041-E00	Suffolk County	09/23/2015

Award Contract

Project No.
CP15-1041-E00

Grantee Name
Suffolk County

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SHSP

09/23/2015

Award Contract

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Project No.	**Grantee Name**	**SHSP**
CP15-1041-E00	Suffolk County	09/23/2015

Budget Summary by Participant

Suffolk County - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	ID Patrol Harness with K-9 and Police panels	07ED-01-DOGS	6	$65.00	$390.00	$390.00	$0.00
2	Vehicle kennel inserts with heat alarms	07ED-01-DOGS	2	$3,875.00	$7,750.00	$7,750.00	$0.00
3	Pelican-type storage cases	19MH-00-CONT	10	$102.00	$1,020.00	$1,020.00	$0.00
4	Magnetic stash boxes	07ED-01-DOGS	5	$45.00	$225.00	$225.00	$0.00
5	Behavior Shaping Device kits	07ED-01-DOGS	6	$1,255.00	$7,530.00	$7,530.00	$0.00
Total					$16,915.00	$16,915.00	$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Nylon mesh muzzle	6	$10.00	$60.00	$60.00	$0.00
2	All Season All Terrain and nylon leads with obedience tabs	6	$41.00	$246.00	$246.00	$0.00
3	Dog boots (sets)	6	$45.00	$270.00	$270.00	$0.00
4	Basket muzzles	6	$60.00	$360.00	$360.00	$0.00
5	Kennel odor eliminator	6	$20.00	$120.00	$120.00	$0.00
6	K-9 Tactical First Aid kits	6	$290.00	$1,740.00	$1,740.00	$0.00
Total				$2,796.00	$2,796.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$19,711.00	$19,711.00	$0.00

Suffolk County Police Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$19,711.00	$19,711.00	$0.00

Award Contract 1807 **SHSP**

Project No.	**Grantee Name**	
CP15-1041-E00	Suffolk County	09/23/2015

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

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. Contractor shall provide complete and accurate vouchers to DHSES 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor. 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 Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors 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 Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a

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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 Contractor 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, Paragraph 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, Paragraph 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 Contractor'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 Contractor 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 Contractor may be required to submit a final budget reallocation.

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

1.807

2. The Contractor 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. 07/2015

Certified by - on

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Award Contract **SHSP**

Project No.	**Grantee Name**	
CP15-1041-E00	Suffolk County	09/23/2015

Work Plan

Goal

To protect NYS residents and infrastructure from terrorist attacks involving explosive devices.

Objective #1

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Counter-Terrorism and Law Enforcement

Target Capability

Primary - Explosive Device Response Operations

To enhance explosive detection canine team capabilities to prevent and detect improvised explosive device (IED) attacks by acquiring and utilizing Explosive Detection Canine Teams (EDCT). (4.1)

Task #1 for Objective #1

Purchase allowable equipment for explosive detection canine team. Train appropriate personnel in the proper use of the equipment and place the equipment in service. Complete and attach required EDCT Project Detail Reporting Form quarterly in E-Grants.

#	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 detection capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate. Required EDCT Project Detail Reporting Form completed and attached in E-Grants

Award Contract

Project No.	**Grantee Name**	1807	**SHSP**
CP15-1041-E00	Suffolk County		09/23/2015

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

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' or 'Subrecipient') 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).

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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[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.

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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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. Interpretation: The headings in the 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 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.

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L. 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.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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 services 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 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.

M. 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.

N. 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.

O. 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.

P. 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

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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.

Q. 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. 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.

R. 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.

S. 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.

T. 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.

U. 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.[2]

V. 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.

W. 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.

X. 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. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. 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.

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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

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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.

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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

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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:[3] 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:[4] 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:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:[6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:[7] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final

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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.

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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.

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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.

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. If requested by 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

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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. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, 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.

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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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

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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 2 CFR Part 200. 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.

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3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 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

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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:

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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

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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:[8] 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.

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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 work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan 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

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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.

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(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.

S. 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

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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. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. 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(S)(7)

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(d) or (e) herein must make all procurements as noted below:

i. If the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

g. 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.

h. 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.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. 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.

i. 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.

j. 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.

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. 1807

ii. 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.

iii. 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.

iv. 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. 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. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. 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 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) 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 $500 per federal fiscal year 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.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program 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

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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.

G. 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.'

H. 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. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, 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 must 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, as appropriate, of such organizations as 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 (e) of this section.

J. 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.

K. 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.

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L. 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=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&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 https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

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.

M. 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.

N. 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.'

O. 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

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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.

P. 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.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. 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.

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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.

4. 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.

5. 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.

6. 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] To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] 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.

[3] 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.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

[5] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[6] 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.

[7] 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

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renewal or new contract.

[8] Not applicable to not-for-profit entities

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Award Contract

SHSP

Project No.	**Grantee Name**	
CP15-1041-E00	Suffolk County	09/23/2015

Special Conditions

I. ALL GRANT FUNDS:
Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at http://www.fema.gov/preparedness-non-disaster-grants.

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2014-2016 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the 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. Subrecipients 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) (http://www.fema.gov/media-library/assets/documents/101566).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment 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 in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise

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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. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients 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, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients 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. Subrecipients 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 subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients 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. Subrecipients 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, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient 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/eph.cfm.

G. Equipment Maintenance Requirements

1. Subrecipients 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

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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, subrecipients must arrange for DHSES specified subrecipient 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 subrecipient 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 subrecipient 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. Subrecipient 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. Subrecipients 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 subrecipient to ensure that it is effective.

4. All subrecipients 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 subrecipient ; and (2) the status of any corresponding subrecipient 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 subrecipients 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.

II. ADDITIONAL REQUIREMENTS FOR TARGETED GRANT PROGRAMS:
A. Explosive Detection Canine Team Grant Program
1. Grantees are required to follow New York State Division of Criminal Justice Services (DCJS) or New York State Police (NYSP) guidelines for maintenance training in order to meet the annual recertification requirements for canines purchased with these grant funds.
2. This requirement includes attending training in which a DCJS certified canine explosives trainer is present and completes the proper documentation of such training for recertification, or attending NYSP regional explosives detection canine training as per their protocol.
3. Grantees must make these records available to DHSES, upon request, for review to ensure compliance with these conditions.
4. Grantees must participate in the Department of Homeland Security's Office for Bombing Prevention (OBP) Explosive Detection Canine Capability Analysis Program.
5. Grantees must register and participate in the Bureau of Alcohol, Tobacco, Firearms and Explosives' (ATF) Bomb Arson Tracking System (BATS).

Intro. Res. No. 1808-15 Laid on Table 10/6/15
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2015, 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) FY2015" 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 FY2015 Program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and,

WHEREAS, the SHSP FY2015 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 thirty-six (36) month period from 09/01/2015 through 8/31/2018 in which the County will receive 100% grant funding in the amount of $900,000 for the SHSP FY2015; and,

WHEREAS, $900,000 of said funds have not been included in the 2015 Operating Budget; and

WHEREAS, the SHSP FY 2015 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 2015 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 and appropriate said grant funds as follows:

SHSP FY2015 - $900,000

REVENUES	AMOUNT
001-FRE-4518 – SHSP 2015	$ 673,072
001-POL-4518 – SHSP 2015	$ 78,000
001-SHF-4518 – SHSP 2015	$ 23,623
001-HLTH-4518 – SHSP 2015	$ 100,305
001-ITS-4518 – SHSP 2015	$ 25,000

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services
SHSP FY 2015
001-FRE-3435 - $596,485

1000 – Personnel Services	$ 168,278
1110 – Interim Salaries (for charging salaries from 001-3401)	$ 160,478
1120 – Overtime	$ 7,800
2000 – Equipment	$ 144,000
2090 – Communications Equipment	$ 75,000
2500 – Other Equipment	$ 69,000
3000 – Supplies	$ 221,437
3160 – Computer Software	$ 125,437
3310 – Clothing and Accessories	$ 15,000
3330 – Food	$ 17,500
3500 – Other Supplies	$ 8,500
3680 – Repairs: Special Equipment	$ 55,000
4000 – Utilities	$ 62,770
4015 – Cellular Telephones	$ 62,770

Suffolk County Police Department
SHSP FY2015
001-POL-3738 - $78,000

3000 – Supplies	$ 23,000
3680 – Repairs: Special Equipment	$ 23,000
4400 – Rent	$ 55,000
4410 – Rent: Offices and Buildings	$ 55,000

Suffolk County Dept of Health Services
SHSP 2015
001-HSV-4624 - $100,305

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

Suffolk County Dept of Information Technology
SHSP 2015
001-ITS-1661 - $25,000

3000 – Supplies	$ 25,000
3160 – Computer Software	$ 25,000

Suffolk County Sheriff's Office
SHSP FY2015
001-SHF-3546 - $23,623

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

Employee Benefits
Social Security
001-EMP - 9030 - $12,874

8000 – Employee Benefits	$ 12,874
8330 – Social Security	$ 12,874

Employee Benefits
Retirement
001-EMP-9010 – $22,761

Employee Benefits	$ 22,761
8280 – Retirement	$ 22,761

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 - $38,040

Employee Benefits	$ 38,040
9600 - Transfer of Funds	$ 38,040

Employee Benefits
Major Medical Claims
039-EMP-9060 - $38,040

Employee Benefits	$ 38,040
8360 – Health Insurance	$ 38,040

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 $ 38,040

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 2015 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 1808

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 $900,000 FOR THE "STATE HOMELAND SECURITY PROGRAM (SHSP) FY2015" 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 2015 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).

DUE TO TIGHTER RESTRICTIONS BY THE US DEPT OF HOMELAND SECURITY ON THE STATES TO DISBURSE FUNDING, THE STATE'S ARE REQUIRED TO HAVE THE GRANT CONTRACTS FULLY EXECUTED WITHIN 45 DAYS OF ESTABLISHING THE CONTRACT. THEREFORE SUFFOLK COUNTY IS REQUIRED TO SIGN THE SHSP 2015 GRANT CONTRACT NO LATER THAN OCTOBER 9, 2015. THEREFORE, IT IS REQUESTED THIS RESOLUTION BE PROCESSED PURSUANT TO LOCAL LAW 40 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 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 FY2015

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

9.Timing of Impact: 09/01/2015 – 08/31/2018

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan M. Nielsen, Administrator I	Susan M Nielsen	September 29, 2015

SCIN FORM 175b (10/95)
Beth A Reynolds, Assist. Budget Director
Beth A Reynolds 9/30/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1808

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1808

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2015 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 2015 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 FY2015 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.

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 x-ray screening equipment. Lastly, IT will enhance its information sharing and intelligence analysis through digital orthoimagery.

DUE TO TIGHTER RESTRICTIONS BY THE US DEPT OF HOMELAND SECURITY ON THE STATES TO DISBURSE FUNDING, THE STATES ARE REQUIRED TO HAVE THE GRANT CONTRACTS FULLY EXECUTED WITHIN 45 DAYS OF ESTABLISHING THE CONTRACT. THEREFORE SUFFOLK COUNTY IS REQUIRED TO SIGN THE SHSP 2015 GRANT CONTRACT NO LATER THAN OCTOBER 9, 2015. THEREFORE, IT IS REQUESTED THIS RESOLUTION BE PROCESSED PURSUANT TO LOCAL LAW 40 REGULATIONS.

FISCAL IMPLICATIONS: None

NEW YORK STATE | Homeland Security and Emergency Services

1808

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

April 8, 2015

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 is tentatively awarded $1,200,000 under the FY2015 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA. It is important to note that this award is contingent upon the State's receipt of the official grant award from FEMA.

This funding is provided to your County to support regional preparedness efforts. Your SHSP projects must comply with Federal grant guidelines and they must support the 2014-2016 New York State Homeland Security Strategy, which is available online at http://www.dhses.ny.gov/planning/. Please refer to the enclosed FY2015 SHSP Program Guidance and Application worksheet for further details on this grant program. DHSES's Grants Program Administration Office will work with your designated SHSP Points of Contact to provide additional administrative guidance, as needed.

Federal guidelines require that 25 percent ($300,000) of your total award be directed to law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ).

Based on the State's risk profile and the results of the County Emergency Preparedness Assessment (CEPA) program, DHSES has identified the following priorities for the FY2015 SHSP:

- Advancement of regional partnerships to build capabilities in a coordinated and cost-effective way
- Maturation of citizen preparedness efforts, building on the Governor's Citizen Preparedness Program
- Development of effective cyber security programs and policies
- Enhancement of law enforcement information-sharing capabilities in coordination with the New York State Intelligence Center (NYSIC) and your local CTZ

1808

- Continued coordination of Emergency Management planning efforts, focusing on identified gap areas in your jurisdiction
- Sustainment of effective programs and existing capabilities

In terms of the CEPA program, to date, over 30 counties across the State have worked collaboratively with DHSES to complete a CEPA. If your county has completed this process already, you should consider leveraging your CEPA report, in addition to the priorities outlined above, to inform your FY2015 SHSP application.

As you develop your application for funding, I ask that you carefully consider which projects you prioritize this year. DHS has dramatically increased the level of project detail required from grantees and it is becoming increasingly difficult to change projects during the grant period.

The performance period for the FY2015 grant will be 36 months from the official grant award date (projected period is September 1, 2015-August 31, 2018). Grant extensions beyond this date are highly unlikely. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to DHSES no later than May 1, 2015.

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 at (518) 242-5000 or my Director of Grants, Shelley Wahrlich, at (518) 402-2123.

Sincerely,

John P. Melville
Commissioner

Enclosures

COUNTY OF SUFFOLK

1808

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: September 29, 2015

SUBJECT: Request for Introductory Resolution Pursuant to Local Law 40: SHSP FY2015 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) FY2015 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.

DUE TO TIGHTER RESTRICTIONS BY THE US DEPT OF HOMELAND SECURITY ON THE STATES TO DISBURSE FUNDING, THE STATES ARE REQUIRED TO HAVE THE GRANT CONTRACTS FULLY EXECUTED WITHIN 45 DAYS OF ESTABLISHING THE CONTRACT. THEREFORE SUFFOLK COUNTY IS REQUIRED TO SIGN THE SHSP 2015 GRANT CONTRACT NO LATER THAN OCTOBER 9, 2015. THEREFORE, IT IS REQUESTED THIS RESOLUTION BE PROCESSED PURSUANT TO LOCAL LAW 40 REGULATIONS.

If you have any questions, please contact Joel Vetter at x24856 or Susan Nielsen of my office at x25338.

JFW:smn

Enclosures

MAILING ADDRESS:
O BOX 127
APHANK, 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

NEW YORK STATE | Homeland Security and Emergency Services

1808

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

April 8, 2015

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Suffolk County Executive
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P.O. Box 6100
Hauppauge, NY 11788

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- Enhancement of law enforcement information-sharing capabilities in coordination with the New York State Intelligence Center (NYSIC) and your local CTZ

1808

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In terms of the CEPA program, to date, over 30 counties across the State have worked collaboratively with DHSES to complete a CEPA. If your county has completed this process already, you should consider leveraging your CEPA report, in addition to the priorities outlined above, to inform your FY2015 SHSP application.

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The performance period for the FY2015 grant will be 36 months from the official grant award date (projected period is September 1, 2015-August 31, 2018). Grant extensions beyond this date are highly unlikely. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to DHSES no later than May 1, 2015.

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 at (518) 242-5000 or my Director of Grants, Shelley Wahrlich, at (518) 402-2123.

Sincerely,

John P. Melville
Commissioner

Enclosures

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: C973750 (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: WM2015 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM15973750
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809 DUN & BRADSTREET NO: 065949190	INITIAL CONTRACT PERIOD: FROM 09/01/2015 TO 08/31/2018 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	COMPTROLLER'S SIGNATURE
_____ Title: _____ Date: _____	_____ Title: _____ Date: _____

Award Contract

Project No.	**Grantee Name**	**SHSP**
SH15-1058-D00	Suffolk County	09/29/2015

Award Contract **SHSP**

Project No.	Grantee Name	
SH15-1058-D00	Suffolk County	09/29/2015

Award Contract

Project No.	Grantee Name	SHSP
SH15-1058-D00	Suffolk County	09/29/2015

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH15-1058-D00	Suffolk County	09/29/2015

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	Planning Aide (F/T) (FRES) (Program Management)	1	$63,762.00	$63,762.00	$63,762.00	$0.00
2	Clerk Typist (F/T) (FRES) (Program Management)	1	$42,963.00	$42,963.00	$42,963.00	$0.00
3	Training Officers (P/T) (FRES)	1	$53,753.00	$53,753.00	$53,753.00	$0.00
4	Overtime for Citizen Corp Council Personnel (FRES)	1	$7,800.00	$7,800.00	$7,800.00	$0.00
Total				$168,278.00	$168,278.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe related to Training Officers (FRES)	1	$4,112.00	$4,112.00	$4,112.00	$0.00
2	Fringe related to OT for Citizen Corp Council Personnel (FRES)	1	$2,157.00	$2,157.00	$2,157.00	$0.00
3	Fringe related to Planning Aide (FRES) (Program Management)	1	$38,034.00	$38,034.00	$38,034.00	$0.00
4	Fringe related to Clerk Typist (FRES) (Program Management)	1	$32,284.00	$32,284.00	$32,284.00	$0.00
Total				$76,587.00	$76,587.00	$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Interoperable Communications Upgrades - Satellite Communications Device (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	06CC-03-SATB	1	$75,000.00	$75,000.00	$75,000.00	$0.00
2	Technology Data Bridge (FRES)	06CP-02-BRDG	1	$93,666.00	$93,666.00	$93,666.00	$0.00
3	Replacement Hardware for Mobile Satellite Phones (FRES)	06CC-03-SATM	1	$20,771.00	$20,771.00	$20,771.00	$0.00
4	Digital Orthoimagery (DoIT)	04AP-03-GISD	1	$25,000.00	$25,000.00	$25,000.00	$0.00
5	Eligible Pharmaceuticals (HLTH) (Cipro, Doxy, Amoxicillin, Tamiflu and Hydroxocobalamin)	09PH-03-CPRO	1	$100,305.00	$100,305.00	$100,305.00	$0.00
6	Portable Parcel X-ray Screening System (SHF)	02EX-01-XRAP	1	$23,623.00	$23,623.00	$23,623.00	$0.00
7	Critical Emergency Supplies (FRES)		1	$17,500.00	$17,500.00	$17,500.00	$0.00

		19FD-01-URAT					
8	Regional FRES Typecasting Response Equipment (portable signs, kit tools, rapelling equipment, etc.)	03OE	1	$10,000.00	$10,000.00	$10,000.00	$0.00
9	Communication Site Equipment (duplexer, gateways, LAN switch) (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	06CP-02-BRDG	1	$59,000.00	$59,000.00	$59,000.00	$0.00
Total					$424,865.00	$424,865.00	$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Supplies for Citizen Corp/Citizen Preparedness Activities (first aid supplies/bandages, gauze, etc.)	1	$8,500.00	$8,500.00	$8,500.00	$0.00
2	Community Resilience and Preparation Supplies (public information reference materials) (FRES)	1	$15,000.00	$15,000.00	$15,000.00	$0.00
Total				$23,500.00	$23,500.00	$0.00

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	ES Building Lease and Utilities (SCPD)	1	$55,000.00	$55,000.00	$55,000.00	$0.00
Total				$55,000.00	$55,000.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Service Fees for Satellite Assets Tracking System (FRES)	1	$11,000.00	$11,000.00	$11,000.00	$0.00
2	Portable Hotspot Service/Maintenance Fees (FRES)	1	$17,000.00	$17,000.00	$17,000.00	$0.00
3	Cellular Services (FRES)	1	$1,270.00	$1,270.00	$1,270.00	$0.00
4	Maintenance and repair of capability critical equipment (SCPD)	1	$23,000.00	$23,000.00	$23,000.00	$0.00
5	Satellite Internet Connectivity MCU's (FRES)	1	$3,000.00	$3,000.00	$3,000.00	$0.00
6	Regional FRES WMD Equipment Maintenance and Storage	1	$55,000.00	$55,000.00	$55,000.00	$0.00
7	Satellite Telephone Service Contracts (FRES)	1	$41,500.00	$41,500.00	$41,500.00	$0.00
Total				$151,770.00	$151,770.00	$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

Project No.	Grantee Name	SHSP
SH15-1058-D00	Suffolk County	09/29/2015

Award Contract

Project No.	Grantee Name	SHSP
SH15-1058-D00	Suffolk County	09/29/2015

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 - Enhance Emergency Management and Response Capabilities

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

Develop/enhance plans, procedures and protocols. (5.1)

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 - 09. Establish/enhance citizen awareness of emergency preparedness, prevention and response.

Investment Justification - Promote Citizen and Community Preparedness

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

Establish/enhance citizen awareness of emergency preparedness, prevention and response. (7.2)

Task #1 for Objective #2

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

#	Performance Measure
1	Identify supplies ordered and received. Provide a brief narrative on the deployment of the supplies. Describe how the project enhanced community preparedness and response capabilities in the jurisdiction.

Objective #3

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Advance Interoperable and Emergency Communications

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

Develop/enhance interoperable communications system. (6.7)

Task #1 for Objective #3

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 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 #3

Fund allowable communications service fees.

#	Performance Measure
1	Identify services received and paid for. Describe how the project enhanced communications capabilities in the jurisdiction.

Objective #4

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

Investment Justification - Strengthen CBRNE Preparedness and Response Capabilities

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

Enhance capabilities to respond to all-hazards events. (1.7)

Task #1 for Objective #4

Purchase allowable critical emergency supplies.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on 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 #2 for Objective #4

Purchase/maintain allowable CBRNE response 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/maintained. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced CBRNE 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 - 05. Establish/enhance regional response teams.

Investment Justification - Enhance Emergency Management and Response Capabilities

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

Establish/enhance regional response teams. (4.2)

Task #1 for Objective #5

Continue warehouse rental services for WMD/CBRNE response equipment and supplies that were purchased with Homeland Security funding.

#	Performance Measure
1	Identify services received and paid for. Describe how the project enhanced response and recovery capabilities in the jurisdiction.

Objective #6

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Strength Counter-Terrorism and Law Enforcement Capabilities

Target Capability
Primary - CBRNE Detection
Secondary - Information Gathering and Recognition of Indicators and Warnings

Establish/enhance a terrorism intelligence/early warning system, center or task force. (4.5)

Task #1 for Objective #6

Purchase allowable portable security screening system and 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 security screening and critical infrastructure protection 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 #7

G & T Workplan Code - 13. Build/enhance a pharmaceutical stockpile and/or distribution network.

Investment Justification - Support Health Emergency Preparedness

Target Capability
Primary - Mass Prophylaxis
Secondary - Planning

Build/enhance a pharmaceutical stockpile and/or distribution network. (9.6)

Task #1 for Objective #7

Purchase allowable pharmaceuticals. Train appropriate personnel in the proper use of the pharmaceuticals and place them into service.

#	Performance Measure
1	Identify pharmaceuticals ordered and received. Provide a brief narrative on the training of personnel and the deployment of the pharmaceuticals. Describe how the project enhanced medical 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 #8

G & T Workplan Code - 04. Establish/enhance emergency operations center.

Investment Justification - Strengthen Intelligence and Information Sharing Capabilities - Fusion Center Investment

Target Capability
Primary - Intelligence/Information Sharing and Dissemination
Secondary - Planning

Establish/enhance emergency operations center. (5.5)

Task #1 for Objective #8

Purchase allowable remote-sensing imagery 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 situational awareness 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.

Award Contract		SHSP
Project No.	Grantee Name	
SH15-1058-D00	Suffolk County	09/29/2015

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

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' or 'Subrecipient') 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[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.

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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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. Interpretation: The headings in the 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 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.

L. 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.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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 services 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 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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. 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.

R. 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.

S. 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.

T. 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.

U. 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.[2]

V. 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.

W. 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.

X. 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. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. 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:[3] 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:[4] 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:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:[6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:[7] 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.

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. If requested by 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 other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, 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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, 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 2 CFR Part 200. 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 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:[8] 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 work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan 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.

S. 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. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. 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(S)(7) (d) or (e) herein must make all procurements as noted below:

i. If the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

g. 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.

h. 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.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. 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.

i. 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.

j. 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.

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.

ii. 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.

iii. 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.

iv. 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. 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. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. 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 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) 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 $500 per federal fiscal year 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.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program 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.

G. 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.'

H. 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. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, 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 must 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, as appropriate, of such organizations as 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 (e) of this section.

J. 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.

K. 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.

L. 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=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&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 https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

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.

M. 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.

N. 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.'

O. 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.

P. 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.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. 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.

4. 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.

5. 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.

6. 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] To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] 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.

[3] 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.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

[5] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[6] 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.

[7] 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.

[8] Not applicable to not-for-profit entities

VER 07/15

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Award Contract

Project No.	Grantee Name	SHSP
SH15-1058-D00	Suffolk County	09/29/2015

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

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. Contractor shall provide complete and accurate vouchers to DHSES 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor. 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 Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors 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 Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor 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 Contractor 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, Paragraph 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, Paragraph 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 Contractor'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 Contractor 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 Contractor may be required to submit a final budget reallocation.

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

2. The Contractor 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.

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Award Contract		**SHSP**
Project No.	**Grantee Name**	
SH15-1058-D00	Suffolk County	09/29/2015

Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph O; 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**	
SH15-1058-D00	Suffolk County	09/29/2015

Special Conditions

I. ALL GRANT FUNDS:
Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at http://www.fema.gov/preparedness-non-disaster-grants.

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2014-2016 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the 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. Subrecipients 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) (http://www.fema.gov/media-library/assets/documents/101566).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment 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 in advance to DHSES for written 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. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients 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, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients 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. Subrecipients 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 subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients 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. Subrecipients 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, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient 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/eph.cfm.

G. Equipment Maintenance Requirements

1. Subrecipients 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, subrecipients must arrange for DHSES specified subrecipient 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 subrecipient 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 subrecipient 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. Subrecipient 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. Subrecipients 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 subrecipient to ensure that it is effective.

4. All subrecipients 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 subrecipient ; and (2) the status of any corresponding subrecipient 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 subrecipients 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.

NEW YORK STATE | Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

April 8, 2015

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 is tentatively awarded $1,200,000 under the FY2015 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA. It is important to note that this award is contingent upon the State's receipt of the official grant award from FEMA.

This funding is provided to your County to support regional preparedness efforts. Your SHSP projects must comply with Federal grant guidelines and they must support the 2014-2016 New York State Homeland Security Strategy, which is available online at http://www.dhses.ny.gov/planning/. Please refer to the enclosed FY2015 SHSP Program Guidance and Application worksheet for further details on this grant program. DHSES's Grants Program Administration Office will work with your designated SHSP Points of Contact to provide additional administrative guidance, as needed.

Federal guidelines require that 25 percent ($300,000) of your total award be directed to law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ).

Based on the State's risk profile and the results of the County Emergency Preparedness Assessment (CEPA) program, DHSES has identified the following priorities for the FY2015 SHSP:

- Advancement of regional partnerships to build capabilities in a coordinated and cost-effective way
- Maturation of citizen preparedness efforts, building on the Governor's Citizen Preparedness Program
- Development of effective cyber security programs and policies
- Enhancement of law enforcement information-sharing capabilities in coordination with the New York State Intelligence Center (NYSIC) and your local CTZ

- Continued coordination of Emergency Management planning efforts, focusing on identified gap areas in your jurisdiction
- Sustainment of effective programs and existing capabilities

In terms of the CEPA program, to date, over 30 counties across the State have worked collaboratively with DHSES to complete a CEPA. If your county has completed this process already, you should consider leveraging your CEPA report, in addition to the priorities outlined above, to inform your FY2015 SHSP application.

As you develop your application for funding, I ask that you carefully consider which projects you prioritize this year. DHS has dramatically increased the level of project detail required from grantees and it is becoming increasingly difficult to change projects during the grant period.

The performance period for the FY2015 grant will be 36 months from the official grant award date (projected period is September 1, 2015-August 31, 2018). Grant extensions beyond this date are highly unlikely. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to DHSES no later than May 1, 2015.

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 at (518) 242-5000 or my Director of Grants, Shelley Wahrlich, at (518) 402-2123.

Sincerely,

John P. Melville
Commissioner

Enclosures

Intro. Res. No. 1809-2015 Laid on Table 10/6/2015
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2015, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $2,681,913 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2015" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE AND 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 FY2015 program to be implemented by the Suffolk County Department of Fire, Rescue and Emergency Services; and,

WHEREAS, the UASI FY2015 will provide funds to the Departments of Fire, Rescue and 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 thirty-six (36) month period from 09/01/2015 through 08/31/2018 in which the County will receive 100% grant funding in the amount of $2,681,913 for the UASI FY2015; and

WHEREAS, said funds have not been included in the 2015 Operating Budget; and

WHEREAS, the UASI FY2015 grant includes funding for the Department of Fire, Rescue and Emergency Services to continue the employment of seven (7) positions total: one (1) Community Emergency Evacuation Coordinator (full-time); four (4) Resource Management Officers (part-time); one (1) Planning Aide (full-time); one (1) Clerk Typist (full-time); and

WHEREAS, these positions already exist unfunded in the 2015 Operating Budget in 001-FRE-3401 as position numbers 0300-0003 (Community Emergency Evacuation Coordinator), 0300-0004 (Resource Management Officer) 0300-0009 (Planning Aide); and 001-FRE-3401-0100-0001 (Clerk Typist); now, therefore be it

1st **RESOLVED**, the County Comptroller and the County Treasurer be and they hereby are authorized to accept $2,681,913 and appropriate said grant funds as follows:

UASI FY 2015 - $2,681,913

REVENUES:	AMOUNT
001-FRE-4517– UASI 2015	$1,486,623
001-POL-4517 – UASI 2015	$ 732,300
001-HSV-4517 – UASI 2015	$ 230,989
001-SHF-4517 – UASI 2015	$ 214,001
001-MEO-4517– UASI 2015	$ 18,000

ORGANIZATIONS:

Suffolk County Department of Fire, Rescue and Emergency Services
UASI FY 2015
001-FRE-3436 - $1,351,880

1000 – Personnel Services	$346,694
1110 – Interim Salaries (for charging salaries from 001-3401)	$272,829
1120 – Overtime	$ 73,865
2000 – Equipment	$430,201
2090 – Communications Equipment	$107,954
2500 – Other Equipment	$322,247
3000 – Supplies	$425,985
3160 – Computer Software	$303,985
3330 – Food	$100,000
3680 – Repairs of Special Equipment	$ 22,000
4300 - Travel	$ 4,000
4360 – Employee Training	$ 4,000
4400 – Rent	$145,000
4410 – Rent: Offices and Buildings	$145,000

Suffolk County Police Department
UASI FY2015
001-POL-3737 - $648,881

1000 – Personnel Services	$316,581
1120 – Overtime	$316,581
2000 – Equipment	$317,300
2130 – Boats & Marine	$ 37,800
2500 – Other Equipment	$279,500
4000 – Contractual Expenses	$ 15,000
4770 – Special Services	$ 15,000

Suffolk County Department of Health Services
UASI 2015
001-HSV-4624 - $230,989

3000 – Supplies	$230,989
3160 – Computer Software	$ 35,000
3370 – Medical, Dental and Lab Supplies	$160,989
3680 – Repairs & Maintenance – Special Equipment	$ 35,000

Suffolk County Sheriff's Office
UASI FY2015
001-SHF-3547 - $195,799

1000 – Personnel Services	$ 66,798
1120 – Overtime	$ 66,798
2000 – Equipment	$ 38,000
2500 – Other Equipment	$ 38,000
3000 – Supplies	$ 20,000
3680 – Repairs & Maintenance – Special Equipment	$ 20,000
4000 – Contractual Expenses	$ 71,001
4015 – Cellular Telephones	$ 5,000
4980 – Contracted Agencies	$ 66,001

Suffolk County Medical Examiner's Office
UASI 2015
001-MEO-4727 - $18,000

2000 – Equipment	$18,000
2020 – Office Machines	$ 7,000
2070 – Photographic Equipment	$ 7,000
2500 – Other Equipment	$ 4,000

Employee Benefits
Social Security
001-EMP - 9030 - $36,223

8000 – Employee Benefits	$ 36,223
8330 – Social Security	$ 36,223

Employee Benefits
Retirement
001-EMP-9010 – $148,707

Employee Benefits	$148,707
8280 – Retirement	$148,707

Employee Benefits
Welfare Fund
001-EMP-9080 - $4,368

Employee Benefits	$ 4,368
8380 – Welfare Fund Contribution	$ 4,368

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $47,066

Employee Benefits	$ 47,066
9600 – Transfer of Funds	$ 47,066

Employee Benefits
Major Medical Claims
039-EMP-9060 - $47,066

Employee Benefits	$ 47,066
8360 – Health Insurance	$ 47,066

and be it further

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

REVENUES:	AMOUNT
039-IFT-R001 Transfer from General Fund	$ 47,066

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 2015 grant:

Department of Fire, Rescue and 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
3401-0300-0009	1510	Planning Aide	C	17	1
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 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:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1809

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 $2,681,913 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2015" 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 2015 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), one (1) full-time Planning Aide position (001-FRE-3401-0300-0009), and one (1) full- time Clerk Typist position (001-FRE-3401-0100-0001).

DUE TO TIGHTER RESTRICTIONS BY THE US DEPT OF HOMELAND SECURITY ON THE STATES TO DISBURSE FUNDING, THE STATES ARE REQUIRED TO HAVE THE GRANT CONTRACTS FULLY EXECUTED WITHIN 45 DAYS OF ESTABLISHING THE CONTRACT. THEREFORE SUFFOLK COUNTY IS REQUIRED TO SIGN THE SHSP 2015 GRANT CONTRACT NO LATER THAN OCTOBER 9, 2015. THEREFORE, IT IS REQUESTED THIS RESOLUTION BE PROCESSED PURSUANT TO LOCAL LAW 40 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 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
$2,681,913 - UASI FY2015

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

9. Timing of Impact: 09/01/2015 – 08/31/2018

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan M. Nielsen	Susan M Nielsen	September 29,2015

SCIN FORM 175b (10/95)

Beth A Reynolds, Assist Budget Director

Beth A Reynolds 9/30/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1809

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2015 UASI GRANT

1809

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 $2,681,913 for the 2015 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 FY2015 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 Aide, 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 Regional 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. FRES will also continue to cover the cost of Tidal Gauge Monitors through a Joint Funding Agreement with the US Geological Survey (USCG). SCPD will purchase outboard engines and propellers, FLIR Thermal Imaging Units and high definition sonar imaging units for their vessels. Also, they will be able to fund video conferencing for their headquarters and precincts, SCBA bottles, ballistic eye protection and portable forensic laser latent evidence system. It will also allow SCPD to provide overtime for training/exercises/CIP. It will allow Health Services to sustain First Watch Biosurveillance Software, CarePoint Control Console, Mass Oxygen System, iSTAT, Zoll and MetiMan maintenance contracts. It will also allow Health Services to purchase eligible pharmaceuticals to maintain its medication cache capacity. The Sheriff's Department will enhance its LRAD program, 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, including autopsy tools, laptops, and cameras, as well as replace the canopy on their trailer.

DUE TO TIGHTER RESTRICTIONS BY THE US DEPT OF HOMELAND SECURITY ON THE STATES TO DISBURSE FUNDING, THE STATES ARE REQUIRED TO HAVE THE GRANT CONTRACTS FULLY EXECUTED WITHIN 45 DAYS OF ESTABLISHING THE CONTRACT. THEREFORE SUFFOLK COUNTY IS REQUIRED TO SIGN THE SHSP 2015 GRANT CONTRACT NO LATER THAN OCTOBER 9, 2015. THEREFORE, IT IS REQUESTED THIS RESOLUTION BE PROCESSED PURSUANT TO LOCAL LAW 40 REGULATIONS.

FISCAL IMPLICATIONS: None

NEW YORK STATE | Homeland Security and Emergency Services

1809
RECEIVED JUN 11 2015

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

RECEIVED
MAY 28 2015
OFFICE OF THE
SUFFOLK COUNTY EXECUTIVE
HAUPPAUGE

May 20, 2015

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 is tentatively awarded $2,681,913 under the FY2015 Urban Areas Security Initiative (UASI), per the consensus agreement decided by the New York City Urban Area Working Group (UAWG). As per Federal guidelines, 25 percent ($670,478) 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). It is important to note that this award is contingent upon the State's receipt of the official grant award from FEMA.

For all Homeland Security Grant Program (HSGP) funds, to include UASI funding, I have outlined the following State priorities these grant funds are intended to sustain or enhance: Sustainment and Advancement of Regional Partnerships; Maturation of Citizen Preparedness Efforts; Development of Cyber Security Programs; Enhancement of Law Enforcement Information-sharing Capabilities; Continued Coordination of Emergency Management Planning Efforts; and Sustainment of Effective Programs and Existing Capabilities. Given that your county has already completed the County Emergency Preparedness Assessment (CEPA) process in coordination with the NYS Division of Homeland Security and Emergency Services (DHSES), I strongly recommend that you consider leveraging your CEPA report as well to inform your FY2015 UASI priorities.

The performance period for this grant is expected to be from September 1, 2015 through August 31, 2018. My grants management staff will be preparing 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.

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 at (518) 242-5000 or my Director of Grants, Shelley Wahrlich, at (518) 402-2123.

Thank you for your continued support of New York State's homeland security efforts.

Sincerely,

John P. Melville
Commissioner

COUNTY OF SUFFOLK

1809

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: September 29, 2015

SUBJECT: Request for Introductory Resolution Pursuant to Local Law 40: UASI FY2015 Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $2,681,913 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) FY2015 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.

DUE TO TIGHTER RESTRICTIONS BY THE US DEPT OF HOMELAND SECURITY ON THE STATES TO DISBURSE FUNDING, THE STATES ARE REQUIRED TO HAVE THE GRANT CONTRACTS FULLY EXECUTED WITHIN 45 DAYS OF ESTABLISHING THE CONTRACT. THEREFORE SUFFOLK COUNTY IS REQUIRED TO SIGN THE SHSP 2015 GRANT CONTRACT NO LATER THAN OCTOBER 9, 2015. THEREFORE, IT IS REQUESTED THIS RESOLUTION BE PROCESSED PURSUANT TO LOCAL LAW 40 REGULATIONS.

If you have any questions, please contact Joel Vetter at x24856 or Jared Cirillo of my office at x25058.

JFW:smn
Enclosures

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

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: C973753 (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: WM2015 NYC UASI CFDA NUMBER: 97.067 DHSES NUMBERS: WM15973753
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809 DUN & BRADSTREET NO: 065949190	INITIAL CONTRACT PERIOD: FROM 09/01/2015 TO 08/31/2018 FUNDING AMOUNT FOR INITIAL PERIOD: $2,681,913.00
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: _____	Title: _____
Date: _____	Date: _____

Award Contract

New York City UASI

Project No.	**Grantee Name**	
UN15-1003-D00	Suffolk County	09/29/2015

Award Contract

New York City UASI

Project No.	**Grantee Name**	
UN15-1003-D00	Suffolk County	09/29/2015

Award Contract **New York City UASI**

Project No.	Grantee Name	
UN15-1003-D00	Suffolk County	09/29/2015

Award Contract

New York City UASI

Project No.	**Grantee Name**	
UN15-1003-D00	Suffolk County	09/29/2015

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	Planning Aide (1 F/T) (FRES)	1	$60,016.00	$60,016.00	$60,016.00	$0.00
2	Overtime - Training, Exercises, Maintenance (FRES)	1	$73,865.00	$73,865.00	$73,865.00	$0.00
3	Clerk Typist (1 F/T) (FRES) (Program Management)	1	$40,379.00	$40,379.00	$40,379.00	$0.00
4	Operational Overtime for CI/KR (SHF) (Approved 9/2/15)	1	$65,000.00	$65,000.00	$65,000.00	$0.00
5	Operational OT for Marine Patrol Interdiction (Intel/JTTF) (Requires prior DHSES approval)	1	$86,001.00	$86,001.00	$86,001.00	$0.00
6	Resource Management Officers (4 P/T) (FRES)	1	$101,142.00	$101,142.00	$101,142.00	$0.00
7	Overtime/backfill for training/exercises/CIP (SCPD and ALEA) (CIP requires DHS approval)	1	$331,581.00	$331,581.00	$331,581.00	$0.00
8	Community Emergency Evacuation Coordinator (1 F/T) (FRES)	1	$71,292.00	$71,292.00	$71,292.00	$0.00
	Total			$829,276.00	$829,276.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe related to Overtime/backfill for training/exercises/CIP (with DHS approval) for SCPD	1	$83,419.00	$83,419.00	$83,419.00	$0.00
2	Fringe related to Resource Management Officers (FRES)	1	$16,460.00	$16,460.00	$16,460.00	$0.00
3	Fringe related to Clerk Typist (FRES) (Program Management)	1	$31,569.00	$31,569.00	$31,569.00	$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 Planning Aide (FRES)	1	$36,999.00	$36,999.00	$36,999.00	$0.00
6	Fringe related to Community Emergency Evacuation Coordinator (FRES)	1	$30,052.00	$30,052.00	$30,052.00	$0.00
	Total			$218,162.00	$218,162.00	$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Regional Strike Team Equipment (FRES) (APR canisters, SCBA and CPC)	03SR	1	$20,000.00	$20,000.00	$20,000.00	$0.00
2	Ballistic Eye Protection Glasses (SCPD)	02PE-02-HLMT	1	$2,400.00	$2,400.00	$2,400.00	$0.00
3	SCBA Pony Bottles (SCPD)		1	$10,800.00	$10,800.00	$10,800.00	$0.00

		01AR-01-SCBA					
4	Critical Emergency Supplies	19FD-01-IRAT	1	$100,000.00	$100,000.00	$100,000.00	$0.00
5	Warehouse Equipment (FRES) (Deployable Communications)	10PE-00	1	$4,000.00	$4,000.00	$4,000.00	$0.00
6	Deployable Assets (single gas CO meters, portable lighting, message boards and related allowable items) (FRES)	07CD-01-MONO	1	$50,000.00	$50,000.00	$50,000.00	$0.00
7	Audio Visual System (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	$48,247.00	$48,247.00	$48,247.00	$0.00
8	Medical Examiner Equipment (autopsy tools, camera, etc) (MEO)	12TR-00-TEQP	1	$18,000.00	$18,000.00	$18,000.00	$0.00
9	Eligible Pharmaceuticals (HLTH) (Replacement/Rotation of previously purchased grant funded pharmaceuticals)	09PH-05-COBL	1	$160,989.00	$160,989.00	$160,989.00	$0.00
10	Portable Forensic Laser Latent Evidence System (SCPD)	20CS-02-UVLT	1	$23,800.00	$23,800.00	$23,800.00	$0.00
11	Video Conferencing Equipment (SCPD) (Expenditures are prohibited pending EHP approval if not mobile or portable)	06CP-05-VCON	1	$200,000.00	$200,000.00	$200,000.00	$0.00
12	Long range acoustical device (SHF)	03OE-03-MEGA	1	$38,000.00	$38,000.00	$38,000.00	$0.00
13	High Definition sonar imaging units for vessels (SCPD)	03WA-02-SONR	1	$2,500.00	$2,500.00	$2,500.00	$0.00
14	Multiband Radios - Portable (FRES)	06CP-01-PORT	1	$107,954.00	$107,954.00	$107,954.00	$0.00
15	Communication Site Security & Infrastructure (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	05NP-00	1	$200,000.00	$200,000.00	$200,000.00	$0.00
16	300 hp Outboard Engines (SCPD) (Requires prior DHS approval)	17WC-00-BOAT	1	$32,800.00	$32,800.00	$32,800.00	$0.00
17	Outboard Engine Propellers (SCPD) (Requires prior DHS approval)	17WC-00-BOAT	1	$5,000.00	$5,000.00	$5,000.00	$0.00
18	Replacement FLIR thermal imaging units for vessels (SCPD)	03OE-02-TILA	1	$40,000.00	$40,000.00	$40,000.00	$0.00
Total					$1,064,490.00	$1,064,490.00	$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1		1	$4,000.00	$4,000.00	$4,000.00	$0.00

	Travel Expenses Related to trainings, meetings, conferences for USAR, IMAT, DST, HMT, RCPG, FRES Staff, etc (FRES)					
	Total			$4,000.00	$4,000.00	$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	Satellite Phone Service (SHF)	1	$5,000.00	$5,000.00	$5,000.00	$0.00
2	Software Maintenance/Licensing (FRES)	1	$303,985.00	$303,985.00	$303,985.00	$0.00
3	Service/Maintenance Fees for Tidal Gauge Monitors (FRES)	1	$22,000.00	$22,000.00	$22,000.00	$0.00
4	Maintenance contracts for existing grant-purchased equipment (Mannequins, MOGS, iStat, cardiac monitors) (HLTH)	1	$35,000.00	$35,000.00	$35,000.00	$0.00
5	Maintenance contracts for Software (Biomedical software and console maintenance) (HLTH)	1	$35,000.00	$35,000.00	$35,000.00	$0.00
6	WMD Equipment Maintenance (SHF)	1	$20,000.00	$20,000.00	$20,000.00	$0.00
	Total			$420,985.00	$420,985.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$2,681,913.00	$2,681,913.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$2,681,913.00	$2,681,913.00	$0.00

Award Contract

Project No.	Grantee Name	New York City UASI
UN15-1003-D00	Suffolk County	09/29/2015

Award Contract

Project No.	Grantee Name	New York City UASI
UN15-1003-D00	Suffolk County	09/29/2015

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 - 08. Establish/enhance sustainable Homeland Security Planning Program.

Investment Justification - Build and Sustain the Region's Catastrophic Preparedness Program

Target Capability
Primary - Planning

Establish/enhance sustainable Homeland Security Planning Program. (7.2)

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 - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - Build and Sustain CBRNE Detection and Response Capabilities

Target Capability
Primary - CBRNE Detection
Secondary - Planning

Enhance capabilities to respond to all-hazards events. (1.7, 1.2)

Task #1 for Objective #2

Purchase allowable Personal Protective 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 prevention, response or recovery 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 #2

Purchase/maintain/sustain allowable CBRNE 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/maintained. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced prevention, response or recovery 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 #2

Continue warehouse rental services for WMD/CBRNE response equipment and supplies that were purchased with Homeland Security funding.

#	Performance Measure
1	Identify services received and paid for. Describe how the project enhanced prevention, response or recovery capabilities in the jurisdiction.

Task #4 for Objective #2

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.

Task #5 for Objective #2

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 #3

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Build and Sustain CBRNE Detection and Response Capabilities

Target Capability

Primary - WMD/HazMat Response and Decontamination

Establish/enhance regional response teams. (1.6, 1.2)

Task #1 for Objective #3

Purchase allowable CBRNE Operational, PPE and Search and Rescue 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 prevention, response or recovery 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 #3

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 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 - 12. Assess vulnerability of and/or harden/protect critical infrastructure and key assets.

Investment Justification - Protect Critical Infrastructure and Build and Sustain Fusion Center Assets

Target Capability
Primary - Critical Infrastructure Protection

Assess vulnerability or and/or harden/protect critical infrastructure and key assets. (2.5, 2.6)

Task #1 for Objective #4

Purchase allowable surveillance and target hardening 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.

Task #2 for Objective #4

Conduct approved organizational activities.

#	Performance Measure
1	Organizational activities conducted. Provide brief narrative reporting organizational activities completed and describe how the project enhances the counter terrorism initiatives in the region.

Task #3 for Objective #4

Purchase allowable CBRNE Prevention and Response Watercraft 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.

Objective #5

G & T Workplan Code - 24. Develop/enhance homeland security/emergency management organization and structure.

Investment Justification - Build and Sustain the Region's Operational Readiness for Large Scale Responses (NIMS)

Target Capability
Primary - Counter-Terror Investigation and Law Enforcement
Secondary - Information Gathering and Recognition of Indicators and Warnings

Develop/enhance homeland security/emergency management organization and structure. (4.3)

Task #1 for Objective #5

Purchase allowable CBRNE Operational and Search and Rescue 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 CBRNE operational and search and rescue 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

Purchase allowable information technology equipment related to enhancement of communications capabilities. 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 #6

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Build and Sustain the Region's Operational Readiness for Large Scale Responses (NIMS)

Target Capability
Primary - Communications
Secondary - Counter-Terror Investigation and Law Enforcement

Establish/enhance a terrorism intelligence/early warning system, center or task force. (4.5)

Task #1 for Objective #6

Purchase allowable law enforcement detection 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.

Objective #7

G & T Workplan Code - 15. Enhance capability to support international border and waterway security.

Investment Justification - Build and Sustain the Region's Operational Readiness for Large Scale Responses (NIMS)

Target Capability
Primary - Information Gathering and Recognition of Indicators and Warnings
Secondary - Critical Infrastructure Protection

Enhance capability to support international border and waterway security. (4.7)

Task #1 for Objective #7

Conduct approved organizational activities.

#	Performance Measure
1	Organizational activities conducted. Provide brief narrative reporting organizational activities completed and describe how the project enhances the counter terrorism initiatives in the region.

Objective #8

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Build and Sustain Regional Public safety Interoperable Communications and Cybersecurity

Target Capability
Primary - Communications

Develop/enhance interoperable communications system. (6.7, 6.12)

Task #1 for Objective #8

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 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 - 16. Establish/enhance a public health surveillance system.

Investment Justification - Build and Maintain Public Health Readiness

Target Capability
Primary - Medical Supplies Management and Distribution
Secondary - Planning

Establish/enhance a public health surveillance system. (9.3)

Task #1 for Objective #9

Procure maintenance and services for various Homeland Security related equipment and programs.

#	Performance Measure
1	Provide brief narrative reporting maintenance and/or services paid for. Describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.

Objective #10

G & T Workplan Code - 13. Build/enhance a pharmaceutical stockpile and/or distribution network.

Investment Justification - Build and Maintain Public Health Readiness

Target Capability
Primary - Mass Prophylaxis

Build/enhance a pharmaceutical stockpile and/or distribution network. (9.6)

Task #1 for Objective #10

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

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

Objective #11

G & T Workplan Code - 25. Enhance integration of metropolitan area public health/medical & emergency management.

Investment Justification - Build and Maintain Public Health Readiness

Target Capability
Primary - Planning
Secondary - Mass Care (Sheltering, Feeding, and Related Services)

Enhance integration of metropolitan area public health/medical & emergency management. (9.8)

Task #1 for Objective #11

Purchase allowable mass causalty 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 medical 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		New York City UASI
Project No.	Grantee Name	
UN15-1003-D00	Suffolk County	09/29/2015

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

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' or 'Subrecipient') 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[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.

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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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. Interpretation: The headings in the 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 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.

L. 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.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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 services 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 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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. 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.

R. 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.

S. 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.

T. 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.

U. 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.[2]

V. 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.

W. 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.

X. 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. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. 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:[3] 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:[4] 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:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:[6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:[7] 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.

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. If requested by 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 other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, 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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, 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 2 CFR Part 200. 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 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:[8] 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 work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan 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.

S. 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. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. 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(S)(7) (d) or (e) herein must make all procurements as noted below:

i. If the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

g. 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.

h. 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.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. 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.

i. 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.

j. 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.

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.

ii. 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.

iii. 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.

iv. 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. 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. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. 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 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) 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 $500 per federal fiscal year 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.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program 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.

G. 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.'

H. 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. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, 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 must 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, as appropriate, of such organizations as 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 (e) of this section.

J. 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.

K. 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.

L. 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=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&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 https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

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.

M. 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.

N. 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.'

O. 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.

P. 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.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. 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.

4. 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.

5. 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.

6. 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] To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] 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.

[3] 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.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

[5] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[6] 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.

[7] 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.

[8] Not applicable to not-for-profit entities

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Award Contract		New York City UASI
Project No.	Grantee Name	
UN15-1003-D00	Suffolk County	09/29/2015

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

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. Contractor shall provide complete and accurate vouchers to DHSES 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor. 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 Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors 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 Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor 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 Contractor 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, Paragraph 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, Paragraph 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 Contractor'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 Contractor 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 Contractor may be required to submit a final budget reallocation.

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

2. The Contractor 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.

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Award Contract

New York City UASI

Project No.	**Grantee Name**	
UN15-1003-D00	Suffolk County	09/29/2015

Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph O; 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.

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Award Contract

Project No.	Grantee Name	New York City UASI
UN15-1003-D00	Suffolk County	09/29/2015

Special Conditions

I. ALL GRANT FUNDS:
Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at http://www.fema.gov/preparedness-non-disaster-grants.

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2014-2016 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the 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. Subrecipients 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) (http://www.fema.gov/media-library/assets/documents/101566).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment 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 in advance to DHSES for written 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. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients 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, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients 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. Subrecipients 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 subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients 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. Subrecipients 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, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient 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/eph.cfm.

G. Equipment Maintenance Requirements

1. Subrecipients 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, subrecipients must arrange for DHSES specified subrecipient 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 subrecipient 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 subrecipient 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. Subrecipient 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. Subrecipients 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 subrecipient to ensure that it is effective.

4. All subrecipients 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 subrecipient ; and (2) the status of any corresponding subrecipient 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 subrecipients 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.

Intro. Res. No. 1810-15 Laid on Table 10/6/15
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITYAND EMERGENCY SERVICES IN THE AMOUNT OF $102,000 FOR THE 2015 HAZMAT GRANT PROGRAM 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 2015 HazMat Grant Program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and,

WHEREAS, the 2015 HazMat Grant Program will provide funds to the Department of Fire, Rescue & Emergency Services to promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response, and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system; and

WHEREAS, this grant is for a thirty-six (36) month period from 09/1/2015 through 08/31/18 in which the County will receive 100% grant funding in the amount of $102,000 for the 2015 HazMat Grant Program; and,

WHEREAS, said funds have not been included in the 2015 Operating Budget; and now therefore be it

1st RESOLVED, the County Comptroller and the County Treasurer be and they hereby are authorized to accept $102,000 and appropriate said grant funds as follows:

2015 HazMat Grant Program - $102,000

REVENUES	AMOUNT
001-FRE-4519 – 2015 HazMat Grant	$102,000

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services
2015 HazMat Grant Program
001-FRE-3437 - $102,000

2000 – Equipment	$85,300
2260 – Public Safety Equipment	$85,300
3000 – Supplies	$16,700
3680 – Repairs and Maintenance: Special Equipment	$16,700

2nd RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; 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 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 1810

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 SECURITYAND EMERGENCY SERVICES IN THE AMOUNT OF $102,000 FOR THE 2015 HAZ MAT GRANT PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

3. Purpose of Proposed Legislation

The 2015 HazMat Grant Program will provide funds to the Department of Fire, Rescue & Emergency Services to promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response, and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system; and,

Accept and appropriate 2015 HazMat Grant funding in the SC Department of FRES.

DUE TO TIGHTER RESTRICTIONS BY THE US DEPT OF HOMELAND SECURITY ON THE STATES TO DISBURSE FUNDING, THE STATES ARE REQUIRED TO HAVE THE GRANT CONTRACTS FULLY EXECUTED WITHIN 45 DAYS OF ESTABLISHING THE CONTRACT. THEREFORE SUFFOLK COUNTY IS REQUIRED TO SIGN THE SHSP 2015 GRANT CONTRACT NO LATER THAN OCTOBER 9, 2015. THEREFORE, IT IS REQUESTED THIS RESOLUTION BE PROCESSED PURSUANT TO LOCAL LAW 40 REGULATIONS.

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

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.

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

$102,000 – FRES

8. Proposed Source of Funding

NYS Division of Homeland Security & Emergency Services pass-through of US Dept of Homeland Security

9. Timing of Impact: 09/1/2015 through 08/31/2018

10. Typed Name & Title of Preparer	**11. Signature of Preparer**	**12. Date**
Susan M. Nielsen, Administrator I	Susan M Nielsen	September 29, 2015

SCIN FORM 175b (10/95)

Beth A Reynolds, Assist. Budget Director Beth A Reynolds 9/30/15

2015 INTERGOVERNMENTAL RELATIONS 1810
MEMORANDUM OF SUPPORT
2014 HAZMAT 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 $102,000 for the 2015 HazMat 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: To provide funds to the Department of Fire, Rescue & Emergency Services to promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response, and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow Suffolk County FRES to work within the local, state and federal levels to develop a collaborative regional Type II level hazmat response for all of Suffolk County. It allows us to maintain robust partnerships for education, training and true capacity-building for our team. HazMat 2015 funds will be utilized to sustain our capabilities to detect, respond to, and decontaminate areas affected by CBRNE.

JUSTIFICATION: The acceptance of the HazMat 2015 grant funds is vital for the Suffolk County Department of Fire, Rescue & Emergency Services to protect our residents from Chemical, Biological, Radiological, Nuclear, and high-yield Explosives (CBRNE). Fostering collaboration between levels of government is critical to ensuring a most successful defense from and reaction to such crises. It is our intention, for example, to incorporate our current decontamination strike team, suit rescue teams and radiation surveillance capacity within the initial automatic response in comparison to past practice of awaiting local request. With the HazMat 2015 funds, we will purchase HazMat detection and mitigation equipment. Funds will also be used to maintain and calibrate HazMat equipment. We will continually work to refine our response efforts based on hazardous assessments and review of deficiencies of current procedure and/or equipment after planned exercises or spontaneous events.

DUE TO TIGHTER RESTRICTIONS BY THE US DEPT OF HOMELAND SECURITY ON THE STATES TO DISBURSE FUNDING, THE STATES ARE REQUIRED TO HAVE THE GRANT CONTRACTS FULLY EXECUTED WITHIN 45 DAYS OF ESTABLISHING THE CONTRACT. THEREFORE SUFFOLK COUNTY IS REQUIRED TO SIGN THE SHSP 2015 GRANT CONTRACT NO LATER THAN OCTOBER 9, 2015. THEREFORE, IT IS REQUESTED THIS RESOLUTION BE PROCESSED PURSUANT TO LOCAL LAW 40 REGULATIONS.

FISCAL IMPLICATIONS: None

NEW YORK STATE | Homeland Security and Emergency Services

1810

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

June 4, 2015

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 and its regional partnership is awarded $102,000.00 under the FY2015 HazMat Grant Program. Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA. Please note that the contract for this award will be executed upon the State's receipt of the official grant award from FEMA. The performance period for this grant is expected to be from September 1, 2015 through August 31, 2018.

The FY2015 HazMat application documents and grant guidance will be sent in the near future to your designated program points of contact. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to DHSES no later than July 15, 2015. If you need assistance in completing your application, please contact DHSES's Grant Program Administration Office at (866) 837-9133.

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 at (518) 242-5000 or my Director of Grants, Shelley Wahrlich, at (518) 402-2123.

Sincerely,

John P. Melville
Commissioner

COUNTY OF SUFFOLK

1810

JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

GREGORY C. MINIUTTI
CHIEF OF COMMUNICATIONS

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

STEVEN BELLONE
COUNTY EXECUTIVE

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: September 29, 2015

SUBJECT: REQUEST FOR INTRODUCTORY RESOLUTION PURSUANT TO LOCAL LAW 40: HAZMAT FY2015 GRANT

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $102,000 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services for the 2015 HazMat Grant.

The grant provides funding to promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response, and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system.

DUE TO TIGHTER RESTRICTIONS BY THE US DEPT OF HOMELAND SECURITY ON THE STATES TO DISBURSE FUNDING, THE STATES ARE REQUIRED TO HAVE THE GRANT CONTRACTS FULLY EXECUTED WITHIN 45 DAYS OF ESTABLISHING THE CONTRACT. THEREFORE SUFFOLK COUNTY IS REQUIRED TO SIGN THE SHSP 2015 GRANT CONTRACT NO LATER THAN OCTOBER 9, 2015. THEREFORE, IT IS REQUESTED THIS RESOLUTION BE PROCESSED PURSUANT TO LOCAL LAW 40 REGULATIONS.

If you have any questions, please contact Joel Vetter at x24856 or Susan Nielsen at x25338.

JFW:smn

Enclosures

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

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: C193059 (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: WM2015 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM15193059
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809 DUN & BRADSTREET NO: 065949190	INITIAL CONTRACT PERIOD: FROM 09/01/2015 TO 08/31/2018 FUNDING AMOUNT FOR INITIAL PERIOD: $102,000.00
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: _____

Award Contract **SHSP**

Project No.	Grantee Name	
HM15-1011-D00	Suffolk County	09/29/2015

Award Contract

SHSP

Project No.	**Grantee Name**	
HM15-1011-D00	Suffolk County	09/29/2015

Award Contract **SHSP**

Project No.	Grantee Name	
HM15-1011-D00	Suffolk County	09/29/2015

Award Contract **SHSP**

Project No.	Grantee Name	
HM15-1011-D00	Suffolk County	09/29/2015

Budget Summary by Participant

Suffolk County - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Radiation Detectors	07CD-01-DPMG	1	$3,000.00	$3,000.00	$3,000.00	$0.00
2	SCBA Harness Replacement Program	01AR-01-SCBA	1	$41,000.00	$41,000.00	$41,000.00	$0.00
3	CPC Mixed Level Replacement/Sustainment	01VT-01-ENSM	1	$16,000.00	$16,000.00	$16,000.00	$0.00
4	SCBA Cylinder Replacement Program	01AR-01-SCBC	1	$25,000.00	$25,000.00	$25,000.00	$0.00
Total					$85,000.00	$85,000.00	$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Multi Rae Sensors and Calibration/Trailer	1	$6,150.00	$6,150.00	$6,150.00	$0.00
2	Draeger Tubes	1	$1,350.00	$1,350.00	$1,350.00	$0.00
Total				$7,500.00	$7,500.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Cascade Unit Maintenance and Inspection	1	$9,500.00	$9,500.00	$9,500.00	$0.00
Total				$9,500.00	$9,500.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$102,000.00	$102,000.00	$0.00

Suffolk County Police Department
Town of Brookhaven Fire Marshal Hazmat Response Team
East Hampton Town HazMat Team
Southampton Town Fire Marshal HazMat Team
Stony Brook University Fire Marshals Office - Hazmat Response Team
Town of Babylon Fire Marshals Office
Islip Town Haz Mat Team
Suffolk County Dept of Fire Rescue & Emergency Svcs
Brookhaven National Laboratory Fire Rescue Group Hazmat Response Team

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$102,000.00	$102,000.00	$0.00

Award Contract

Project No.	**Grantee Name**	**SHSP**
HM15-1011-D00	Suffolk County	09/29/2015

Award Contract		SHSP
Project No.	**Grantee Name**	
HM15-1011-D00	Suffolk County	09/29/2015

Work Plan

Goal

To promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system.

Objective #1

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - CBRNE Detection, Response and Decontamination

Target Capability

Primary - WMD/HazMat Response and Decontamination

To enhance regional response teams. (1.1,1.3,1.4,1.6)

Task #1 for Objective #1

Purchase allowable CBRNE/Hazmat response equipment and supplies. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment and supplies ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced regional response team capabilities in the region. 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 #1

Perform maintenance and calibration of equipment.

#	Performance Measure
1	Maintenance and/or calibration activities conducted. Provide a brief narrative reporting activities completed and describe how the project enhanced the regional response team capabilities.

Award Contract		**SHSP**
Project No.	**Grantee Name**	
HM15-1011-D00	Suffolk County	09/29/2015

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

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' or 'Subrecipient') 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[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.

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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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. Interpretation: The headings in the 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 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.

L. 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.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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 services 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 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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. 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.

R. 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.

S. 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.

T. 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.

U. 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.[2]

V. 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.

W. 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.

X. 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. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where

required.

Y. 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:[3] 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:[4] 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:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:[6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:[7] 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.

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. If requested by 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 other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, 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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, 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 2 CFR Part 200. 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 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:[8] 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 work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan 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.

S. 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. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. 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 (S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

g. 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.

h. 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.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. 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.

i. 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.

j. 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.

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.

ii. 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.

iii. 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.

iv. 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. 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. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must

maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. 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 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) 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 $500 per federal fiscal year 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.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program 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.

G. 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.'

H. 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. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, 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 must 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, as appropriate, of such organizations as 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 (e) of this section.

J. 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.

K. 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.

L. 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=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&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 https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

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.

M. 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.

N. 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.'

O. 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.

P. 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.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. 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.

4. 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.

5. 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.

6. 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] To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] 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.

[3] 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.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

[5] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[6] 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.

[7] 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.

[8] Not applicable to not-for-profit entities

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Certified by - on

Award Contract		SHSP
Project No.	**Grantee Name**	
HM15-1011-D00	Suffolk County	09/29/2015

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

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. Contractor shall provide complete and accurate vouchers to DHSES 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor. 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 Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors 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 Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract

period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor 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 Contractor 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, Paragraph 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, Paragraph 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 Contractor'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 Contractor 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 Contractor may be required to submit a final budget reallocation.

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

2. The Contractor 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. 07/2015

Certified by - on

Award Contract **SHSP**

Project No.	**Grantee Name**	
HM15-1011-D00	Suffolk County	09/29/2015

Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph O; 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**	
HM15-1011-D00	Suffolk County	09/29/2015

Special Conditions

I. ALL GRANT FUNDS:
Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at http://www.fema.gov/preparedness-non-disaster-grants.

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2014-2016 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the 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. Subrecipients 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) (http://www.fema.gov/media-library/assets/documents/101566).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment 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 in advance to DHSES for written 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. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients 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, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients 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. Subrecipients 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 subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients 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. Subrecipients 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, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient 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/eph.cfm.

G. Equipment Maintenance Requirements

1. Subrecipients 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, subrecipients must arrange for DHSES specified subrecipient 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 subrecipient 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 subrecipient 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. Subrecipient 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. Subrecipients 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 subrecipient to ensure that it is effective.

4. All subrecipients 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 subrecipient ; and (2) the status of any corresponding subrecipient 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 subrecipients 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.

Intro. Res. No. 1811-15 Laid on Table 10/6/15

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. –2015, ACCEPTING 50% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $566,893 FOR THE 2015 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) PROGRAM 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 2015 LEMPG to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and,

WHEREAS, the 2015 LEMPG will reimburse the Department of Fire, Rescue & Emergency Services for 50% of personnel costs to support planning, training and exercise needs associated with preparedness and prevention activities for all hazards.

WHEREAS, the required local 50% match is met by existing personnel costs for planning, training and exercise needs associated with preparedness and prevention activities for all hazards.

WHEREAS, this grant is for a twenty-four (24) month period from 10/1/2014 through 09/30/2016 in which the County will receive 50% grant funding in the amount of $566,893 for the 2015 LEMPG; and,

WHEREAS, said funds have been included in the 2015 Operating Budget; and now therefore be it

1st RESOLVED, the County Comptroller and the County Treasurer be and they hereby are authorized to accept $566,893 in grant funds as follows:

2015 Local Emergency Management Performance Grant Program - $566,893

REVENUES	AMOUNT
001-FRE-4305	$566,893

2nd RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; 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 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 1811

1.Type of Legislation

Local Law: _____ Charter Law: _____ Resolution: ___X_____

2.Title of Proposed Legislation
ACCEPTING 50% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $566,893 FOR THE "LOCAL EMERGENCY MANAGEMENT PEFORMANCE GRANT (LEMPG) FY2015" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY AND TO EXECUTE GRANT RELATED AGREEMENTS

3. Purpose of Proposed Legislation

To support existing personnel costs for planning, training and exercise needs associated with preparedness and prevention activities for all hazards.

Accept LEMPG 2015 program funding in the Department of Fire, Rescue and Emergency Services.

DUE TO TIGHTER RESTRICTIONS BY THE US DEPT OF HOMELAND SECURITY ON THE STATES TO DISBURSE FUNDING, THE STATES ARE REQUIRED TO HAVE THE GRANT CONTRACTS FULLY EXECUTED WITHIN 45 DAYS OF ESTABLISHING THE CONTRACT. THEREFORE SUFFOLK COUNTY IS REQUIRED TO SIGN THE SHSP 2015 GRANT CONTRACT NO LATER THAN OCTOBER 9, 2015. THEREFORE, IT IS REQUESTED THIS RESOLUTION BE PROCESSED PURSUANT TO LOCAL LAW 40 REGULATIONS.

4. Will the Proposed Legislation Have a Fiscal Impact? Yes _ X____ No ____

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.
There is a cost matching requirement for this grant.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision
$566,893

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

9.Timing of Impact: 10/01/2014 – 09/30/2016

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jared A. Cirillo, Grants Analyst		Sept 29, 2015

SCIN FORM 175b (10/95)

Beth A Reynolds, Assist. Budget Director

Beth A Reynolds 9/30/15

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1811

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 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, 2014.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1811

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2015 LEMPG

TITLE OF BILL: An act to accept 50% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $566,893 for the 2015 Local Emergency Management Performance Grant (LEMPG) 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 LEMPG FY2015 will provide funds to the Department of Fire, Rescue & Emergency Services to support existing personnel costs for planning, training and exercise needs associated with preparedness and prevention activities for all hazards.

SUMMARY OF SPECIFIC PROVISIONS: N/A

JUSTIFICATION: LEMPG funds will be allocated towards local emergency management personnel. This is an annual recurring grant that the Department of Fire, Rescue and Emergency Services has received for many years. It was recently transferred from the NYS DHSES Emergency Management Office to its Office of Counter Terrorism Contracts Unit where official contracts are now used. As a result, county legislation accepting the funds has been initiated at the request of the County Executive's Budget Office. The grant reimburses the county for a maximum of 50% of planning, training and exercise needs associated with preparedness and prevention activities for all hazards. The department chooses to use it towards existing personnel costs. The required local match is met with the remainder of the personnel costs.

DUE TO TIGHTER RESTRICTIONS BY THE US DEPT OF HOMELAND SECURITY ON THE STATES TO DISBURSE FUNDING, THE STATES ARE REQUIRED TO HAVE THE GRANT CONTRACTS FULLY EXECUTED WITHIN 45 DAYS OF ESTABLISHING THE CONTRACT. THEREFORE SUFFOLK COUNTY IS REQUIRED TO SIGN THE SHSP 2015 GRANT CONTRACT NO LATER THAN OCTOBER 9, 2015. THEREFORE, IT IS REQUESTED THIS RESOLUTION BE PROCESSED PURSUANT TO LOCAL LAW 40 REGULATIONS.

FISCAL IMPLICATIONS: There is a cost matching requirement for this grant that is met with existing salary costs.

NEW YORK STATE | Homeland Security and Emergency Services

1811

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

April 16, 2015

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 is awarded $566,893 under the FY2015 Emergency Management Performance Grant (EMPG). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA. Please note that the contract for this award will be executed upon the State's receipt of the official grant award from FEMA. The performance period for this grant is expected to be from October 1, 2014 through September 30, 2016.

The FY2015 EMPG application documents and grant guidance will be sent in the near future to your designated program points of contact. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to DHSES no later than June 12, 2015. If you need assistance in completing your application, please contact DHSES's Grant Program Administration Office at (866) 837-9133.

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 at (518) 242-5000 or my Director of Grants, Shelley Wahrlich, at (518) 402-2123.

Sincerely,

John P. Melville
Commissioner

COUNTY OF SUFFOLK

1811

JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

GREGORY C. MINIUTTI
CHIEF OF COMMUNICATIONS

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

STEVEN BELLONE
COUNTY EXECUTIVE

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: September 29, 2015

SUBJECT: Request for Introductory Resolution Pursuant to Local Law 40: FY2015 LEMPG

Enclosed for further processing is an introductory resolution and supporting documents to accept $566,893 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services for the FY2015 Local Emergency Management Performance Grant (LEMPG).

The grant provides funding to support existing personnel costs for planning, training and exercise needs associated with preparedness and prevention activities for all hazards.

If you have any questions, please contact Jared A. Cirillo of my office at x25058.

JFW:jac

Enclosures

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

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: C193055 (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: WM2015 EMPG CFDA NUMBER: 97.042 DHSES NUMBERS: WM15193055
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809 DUN & BRADSTREET NO: 065949190	INITIAL CONTRACT PERIOD: FROM 10/01/2014 TO 09/30/2016 FUNDING AMOUNT FOR INITIAL PERIOD: $566,893.00
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: _____

Award Contract

EMPG

Project No.	**Grantee Name**	
EM15-1016-D00	Suffolk County	09/29/2015

Award Contract

Project No.	**Grantee Name**	**EMPG**
EM15-1016-D00	Suffolk County	09/29/2015

Award Contract

Project No.	Grantee Name	EMPG
EM15-1016-D00	Suffolk County	09/29/2015

Award Contract

Project No.	Grantee Name	EMPG
EM15-1016-D00	Suffolk County	09/29/2015

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	Personnel Costs to Support Authorized Emergency Management Acitivites - Management and Administration	1	$10,000.00	$10,000.00	$5,000.00	$5,000.00
2	Personnel Costs to Support Authorized Emergency Management Acitivites - Planning and Organizational activities	1	$751,314.00	$751,314.00	$375,657.00	$375,657.00
Total				$761,314.00	$380,657.00	$380,657.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe Benefits to Support Authorized Emergency Management Activities - Management and Administration	1	$4,436.00	$4,436.00	$2,218.00	$2,218.00
2	Fringe Benefits to Support Authorized Emergency Management Activities - Planning and Organizational activities	1	$368,036.00	$368,036.00	$184,018.00	$184,018.00
Total				$372,472.00	$186,236.00	$186,236.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$1,133,786.00	$566,893.00	$566,893.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$1,133,786.00	$566,893.00	$566,893.00

Award Contract

Project No.	Grantee Name	EMPG
EM15-1016-D00	Suffolk County	09/29/2015

Award Contract **EMPG**

Project No.	Grantee Name	
EM15-1016-D00	Suffolk County	09/29/2015

Work Plan

Goal

To assist local governments in preparing for all hazards.

Objective #1

G & T Workplan Code - 24. Develop/enhance homeland security/emergency management organization and structure.

Investment Justification - Emergency Management Performance Grant

Target Capability
Primary - Planning

To build and sustain emergency management capabilities.

Task #1 for Objective #1

Conduct allowable planning activities to enhance emergency management capabilities.

#	Performance Measure
1	Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #2 for Objective #1

Conduct management and administrative activities that support emergency management 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.

Task #3 for Objective #1

Conduct assessment to identify training needs related to emergency management capabilities. Provide authorized training to appropriate personnel. EMPG funded personnel complete required NIMS and Professional Development Series training courses.

#	Performance Measure
1	Training conducted. Provide brief narrative on type of training conducted, roster of attendees maintained on file. Complete and attach Training Data report quarterly in e-grants. Describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #4 for Objective #1

Design, develop, conduct and/or participate in exercises using HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. EMPG-funded personnel must participate in at least three exercises per year. 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. Complete and attach Exercise Data Report quarterly in e-grants. Provide brief narrative describing how the project enhanced the prevention, response, or recovery capabilities in the jurisdiction.

Task #5 for Objective #1

Conduct organizational activities to support all-hazards emergency management operations.

#	Performance Measure
1	Organizational activities conducted. Provide brief narrative reporting activities completed and describe how the project enhanced emergency management operations in the jurisdiction.

Award Contract

Project No.	Grantee Name	EMPG
EM15-1016-D00	Suffolk County	09/29/2015

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

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' or 'Subrecipient') 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[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.

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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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. Interpretation: The headings in the 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 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.

L. 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.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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 services 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 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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. 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.

R. 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.

S. 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.

T. 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.

U. 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.[2]

V. 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.

W. 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.

X. 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. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. 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:[3] 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:[4] 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:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:[6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:[7] 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.

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. If requested by 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 other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, 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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, 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 2 CFR Part 200. 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 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:[8] 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 work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan 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.

S. 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. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. 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(S)(7) (d) or (e) herein must make all procurements as noted below:

i. If the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

g. 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.

h. 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.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. 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.

i. 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.

j. 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.

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.

ii. 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.

iii. 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.

iv. 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. 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. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. 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 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) 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 $500 per federal fiscal year 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.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program 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.

G. 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.'

H. 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. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, 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 must 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, as appropriate, of such organizations as 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 (e) of this section.

J. 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.

K. 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.

L. 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=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&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 https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

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.

M. 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.

N. 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.'

O. 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.

P. 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.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. 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.

4. 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.

5. 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.

6. 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] To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] 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.

[3] 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.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

[5] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[6] 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.

[7] 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.

[8] Not applicable to not-for-profit entities

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Award Contract		**EMPG**
Project No.	**Grantee Name**	
EM15-1016-D00	Suffolk County	09/29/2015

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

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. Contractor shall provide complete and accurate vouchers to DHSES 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor. 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 Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors 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 Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor 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 Contractor 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, Paragraph 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, Paragraph 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 Contractor'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 Contractor 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 Contractor may be required to submit a final budget reallocation.

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

2. The Contractor 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.

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Award Contract **EMPG**

Project No.	**Grantee Name**	
EM15-1016-D00	Suffolk County	09/29/2015

Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph O; 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		EMPG
Project No.	**Grantee Name**	
EM15-1016-D00	Suffolk County	09/29/2015

Special Conditions

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Emergency Management Performance Grant (EMPG) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. EMPG funds must be used in accordance with the guidelines set forth in the EMPG Notice of Funding Opportunity, which can be located at http://www.fema.gov/preparedness non disaster grants.

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2014-2016 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at http://www.dhses.ny.gov/planning/#strat.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding EMPG 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 EMPG as listed on the Authorized Equipment List (AEL) (http://www.fema.gov/media-library/assets/documents/101566).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security DHS), through DHSES, for any equipment 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 EMPG 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 in advance to DHSES for written 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. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. EHP Requirements

1. Subrecipients 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 subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients 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. Subrecipients 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, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient 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/eph.cfm

F. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

G. 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, subrecipients must arrange for DHSES specified subrecipient 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 subrecipient 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 subrecipient 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. Subrecipient 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. Subrecipients 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 subrecipient to ensure that it is effective.

4. All subrecipients 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 subrecipient; and (2) the status of any corresponding subrecipient 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 subrecipients 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.