1663. Authorizing the use of Smith Point County Park, Cathedral Pines County Park and Smith Point Marina by the Long Island 2 Day Walk to Fight Breast Cancer, Inc., for Breast Cancer Walk in 2017. (Browning) PARKS & RECREATION

1664. Amending Resolution No. 920-2015, to establish a Community College Budget Committee to develop a long-term budget plan. (Pres. Off.) EDUCATION AND HUMAN SERVICES

1665. Approving County funding for a contract agency (Middle Country Youth Association). (Muratore) BUDGET AND FINANCE

1666. Reappointing member to the Suffolk County Community College Board of Trustees (James Morgo). (Martinez) EDUCATION AND HUMAN SERVICES

1667. To appoint member to the Suffolk County Child Care Commission (Erica L. Chase-Gregory). (Martinez) EDUCATION AND HUMAN SERVICES

1668. Re-establishing the Tick Control Advisory Committee. (Fleming) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1669. A resolution making certain findings and determinations and issuing an order in relation to the increase and improvement of facilities for Sewer District No. 16 – Yaphank Municipal (CP 8158). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1670. Appropriating funds through the issuance of Sewer District Serial Bonds for the planning improvements for Suffolk County Sewer District No. 5 – Strathmore Huntington (CP 8115). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1671. Appropriating funds in connection with Complete Streets (CP 3313). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1672. Amending the 2016 Capital Budget and Program and appropriating funds in connection with Construction of Sidewalks on Various County Roads (CP 5497). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1673. Authorizing execution of a road maintenance agreement with the Town of East Hampton. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1674. Amending the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health (NYS OMH) to Concern for Independent Living and Options for Community Living for mobile residential support services. (Co. Exec.) HEALTH

1675. Amending the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office for People with Developmental Disabilities (NYS OPWDD) to Skills Unlimited and United Cerebral Palsy (UCP) for a Cost-of-Living Adjustment (COLA). (Co. Exec.) HEALTH

1676. Amending the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health (NYS OMH) to Hands Across Long Island, Federation of Organizations, Pederson Krag Center and PSCH, Inc. for mobile crisis services. (Co. Exec.) HEALTH

1677. Amending the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health (NYS OMH) to Family Service League for Assertive Community Treatment (ACT) team expansion. (Co. Exec.) HEALTH

1678. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 1030-2016). (Co. Exec.) BUDGET AND FINANCE

1679. Accepting and appropriating a grant sub-award from the Research Foundation of the City University of New York on behalf of York College for a NASA New York State Grant Community College Partnership Program, 100% reimbursed by grant funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND HUMAN SERVICES

1680. Accepting and appropriating a grant sub-award from the Research Foundation for the State University of New York on behalf of the Office of Community Colleges and Office of the Education Pipeline for a project entitled "Scaling Quantway/Statway in the SUNY System", 100% reimbursed by state funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND HUMAN SERVICES

1681. To readjust, compromise, and rescind refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 1031-2016). (Co. Exec.) BUDGET AND FINANCE

1682. Authorizing use of Cedar Beach County Park for Cornell Cooperative Extension Marine Program Taste and Tour Fundraiser. (Krupski) PARKS & RECREATION

1683. Making a SEQRA determination in connection with the Proposed Pre-Engineered Storage Buildings for Sheriff's Office Riverhead Correctional Facility, CP 3014, Town of Southampton. (Pres. Off.) ENVIRONMENT, PLANNING AND AGRICULTURE

1684. Making a SEQRA determination in connection with the Proposed Improvements to Suffolk County Farm – Education Center – CP 1796, Town of Brookhaven. (Pres. Off.) ENVIRONMENT, PLANNING AND AGRICULTURE

1685. Establishing a Suffolk County Tax Act Study Committee. (Cilmi) BUDGET AND FINANCE

1686. Authorizing an energy improvement charge line on real property tax bills. (Pres. Off.) WAYS & MEANS

1687. Amending membership and terms of Suffolk County Women's Advisory Commission. (Martinez) EDUCATION AND HUMAN SERVICES

1688. Amending the 2016 Capital Budget and Program and appropriating funds in connection with Installation of Guide Rail and Safety Upgrades at Various Locations (CP 5180). (Fleming) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1689. Authorizing Navy SEAL Museum at West Sayville. (Lindsay) PARKS & RECREATION

1690. Appointing member to the Council on Environmental Quality (Constance M. Kepert). (Anker) ENVIRONMENT, PLANNING AND AGRICULTURE

1691. Appointing member to the Council on Environmental Quality (Frank De Rubeis). (Calarco) ENVIRONMENT, PLANNING AND AGRICULTURE

1692. Appoint member to the Child Fatality Review Team (Jamie Ryan Atkinson). (Lindsay) PUBLIC SAFETY

1693. Authorizing transfer of a surplus Suffolk County vehicle to the Town of Shelter Island. (Co. Exec.) WAYS & MEANS

1694. Accepting and appropriating 100% State grant funds from the New York State Division of Criminal Justice Services in the amount of $90,000 for the Aid to Crime Laboratories Grant Program for the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1695. Accepting and appropriating 100% State grant funds from the New York State Division of Criminal Justice Services in the amount of $455,880 for the Aid to Crime Laboratories Grant Program for the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1696. Authorizing the acquisition of a portion of a certain parcel of real property having a Suffolk County Tax Map Identification Number of District 0200 Section 341.00 Block 01.00 Lot 030.000 for Sewer District purposes and requesting conveyance of same from the Town of Brookhaven, Suffolk County, New York pursuant to General Municipal Law §72-h. (Co. Exec.) WAYS & MEANS

1697. Amending the 2016 Operating Budget and appropriating funds in connection with bonding for a settlement for a liability case against the County. (Co. Exec.) BUDGET AND FINANCE

1698. Amending the 2016 Operating Budget and appropriating funds in connection with bonding for a settlement for a liability case against the County. (Co. Exec.) BUDGET AND FINANCE

1699. Tax Anticipation Note Resolution No. -2016, Resolution delegating to the County Comptroller the powers to authorize the issuance of not to exceed $110,000,000 Tax Anticipation Notes of the County of Suffolk, New York, in anticipation of the collection of taxes levied for County purposes or returned to the County for collection for the fiscal years commencing January 1, 2013, 2014, 2015 and 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

1700. Accepting and appropriating 100% reimbursable new federal grant funds from the New York State Office for the Aging for a Balancing Incentive Caregiver Support Program (BIP). (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1701. 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) FY2016" administered by the Suffolk County Department of Fire, Rescue & Emergency Services. (Co. Exec.) PUBLIC SAFETY

1702. Accepting and appropriating 100% federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $2,647,775 for the "Urban Area Security Initiative (UASI) FY2016" administered by the Suffolk County Department of Fire, Rescue and Emergency Services. (Co. Exec.) PUBLIC SAFETY

1703. Amending the Adopted 2016 Operating Budget to transfer funds from Fund 477 Water Quality Protection, amending the 2016 Capital Budget and Program, and appropriating funds in connection with a Living Shoreline Demonstration Project within the Town of Southold (CP 8710.417). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1704. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Elizabeth Ahmad, as Executrix of the Estate of Charles Jones and Linda Redd, Melinda Walker, Roslyn E. Jones, Christopher K. Jones and Jaqueline N. Jones, as distributees (SCTM No. 0500-135.00-03.00-064.000). (Co. Exec.) WAYS & MEANS

1705. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Eugeniusz Rogoza (SCTM No. 0100-190.00-04.00-102.000). (Co. Exec.) WAYS & MEANS

1706. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Joseph A. Sicuranza (SCTM No. 0900-142.00-03.00-027.002). (Co. Exec.) WAYS & MEANS

1707. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Judy Cellura (SCTM No. 0100-130.00-02.00-143.000). (Co. Exec.) WAYS & MEANS

1708. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Randy Hyland (SCTM No. 0200-983.20-06.00-024.000). (Co. Exec.) WAYS & MEANS

1709. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Scott Guven f/k/a Suat Guven and Meral Guven, his wife (SCTM No. 0103-025.00-03.00-058.003). (Co. Exec.) WAYS & MEANS

1710. Accepting and appropriating federal funding in the amount of $6,000 from the Department of Homeland Security, United States Immigration and Customs Enforcement (ICE), for the Suffolk County Police Department's participation in the ICE El Dorado Task Force with 79.4% support. (Co. Exec.) PUBLIC SAFETY

1711. Authorizing execution of an agreement by the Administrative Head of Suffolk County Sewer District No. 3 – Southwest and 575 Broadhollow Rd. (HU-1208.1). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1712. Authorizing the sale of County-owned real property pursuant to section 72-h of the General Municipal Law to the Incorporated Village of Patchogue for Affordable Housing purposes (SCTM No. 0204-009.00-07.00-002.000). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1713. Accepting and appropriating 100% federal pass-through grant funds from New York State Department of Health in the amount of $435,937 for the Maternal and Infant Community Health Collaborative ("MICHC") administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements. (Co. Exec.) HEALTH

1714. Accepting and appropriating 23% New York State and 77% federal pass-through grant funds from the New York State Department of Health in the amount of $3,638,909 for the Special Supplemental Nutrition Program for Women, Infants and Children ("WIC") administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements. (Co. Exec.) HEALTH

1715. Accepting and appropriating 100% grant funds from the New York State Department of Health in the amount of $284,836 for the HIV Partner Notification Program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. (Co. Exec.) HEALTH

1716. Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $227,042 for the Emergency Medical Services Program Agency ("EMSPA") administered by the Suffolk County Department of Health Services, Division of Emergency Medical Services and to execute grant related agreements. (Co. Exec.) HEALTH

1717. Amending the 2016 Adopted Operating Budget to re-allocate 100% State Aid from Pederson Krag Center to PSCH, Inc. for the purpose of operating Mental Health Programs. (Co. Exec.) HEALTH

1718. Amending the 2016 Adopted Operating Budget to re-allocate funds from Pederson Krag Center to PSCH, Inc. for the purpose of operating Chemical Dependency Programs. (Co. Exec.) HEALTH

1719. Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $566,745 for the Public Health Tuberculosis Prevention and Control Program ("TBPC") administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements. (Co. Exec.) HEALTH

1720. Accepting and appropriating 100% federal grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the continuing to advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. (Co. Exec.) HEALTH

1721. Accepting and appropriating 100% federal grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the continuing to advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. (Co. Exec.) HEALTH

1722. Authorizing certain technical correction to Adopted Resolution No. 338-2016. (Co. Exec.) WAYS & MEANS

1723. Accepting and appropriating 100% federal pass-through grant funds from the New York State Department of Environmental Conservation in the amount of $149,225 for the State Pollutant Discharge Elimination System (SPDES) Water Quality Management Planning Program administered by the Suffolk County Department of Health, Division of Environmental Quality and to execute grant related agreements. (Co. Exec.) HEALTH

1724. Authorizing a two-year extension for the development of fourteen parcels of land transferred pursuant to the 72-h Affordable Housing Program to the Town of Babylon. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1725. Authorizing a two-year extension for the development of fifteen parcels of land transferred pursuant to the 72-h Affordable Housing Program to the Town of Islip. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1726. Authorizing a two-year extension for the development of twenty-nine parcels of land transferred pursuant to the 72-h Affordable Housing Program to the Town of Brookhaven. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1727. Authorizing a two-year extension for the development of seven parcels of land transferred pursuant to the 72-h Affordable Housing Program to the Town of Southampton. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1728. Returning to the County a parcel of land previously transferred pursuant to the 72-h Affordable Housing Program to the Town of Southampton. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1729. Returning to the County a parcel of land previously transferred pursuant to the 72-h Affordable Housing Program to the Town of Islip. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1730. Returning to the County a parcel of land previously transferred pursuant to the 72-h Affordable Housing Program to the Town of East Hampton. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1731. Returning to the County a parcel of land previously transferred pursuant to the 72-h Affordable Housing Program to the Town of Brookhaven. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1732. Returning to the County a parcel of land previously transferred pursuant to the 72-h Affordable Housing Program to the Town of Babylon. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1733. Approving a temporary increase to the fleet for the Suffolk County Police Department. (Co. Exec.) PUBLIC SAFETY

1734. Amending the 2016 Adopted Operating Budget to appropriate additional revenue within the Suffolk County Clerk's 2016 Operating Budget. (Co. Exec.) BUDGET AND FINANCE

1735. Accepting and appropriating a grant in the amount of $1,350,000 from the New York State Office of Indigent Legal Services, for the provision of a Regional Immigration Center. (Co. Exec.) WAYS & MEANS

1736. Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $24,720 for the Immunization Action Plan ("IAP") administered by the Suffolk County Department of Health Services, Division of Patient Care Services for a Cost-of-Living Adjustment (COLA). (Co. Exec.) HEALTH

1737. Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $26,690 for the Tobacco Enforcement Program-ATUPA administered by the Suffolk County Department of Health Services, Division of Preventive Medicine for a Cost-of-Living Adjustment (COLA). (Co. Exec.) HEALTH

1738. Accepting a donation of real property for open space purposes - a SCDHS Board of Review transfer of development rights (Ref. No. C06-16-0004). (Co. Exec.) WAYS & MEANS

1739. Amending the 2016 Capital Budget and Program and appropriating funds in connection with modification of New York State Route 110 to include BRT and transportation improvements (CP 5598). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1740. To appoint member of the Suffolk County Planning Commission (Rodney Anderson). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1741. To appoint member to the Teen Pregnancy Advisory Board (Allison Heather Eliscu, M.D., F.A.A.P.). (Spencer) EDUCATION AND HUMAN SERVICES

1742. Amending the 2016 Capital Budget and Program and appropriating funds in connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path (CP 5903.112, Pin 075816). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1743. To approve the lease of two (2) replacement fifteen (15) passenger vans for the Suffolk Works Employment Program in the Suffolk County Department of Labor, Licensing and Consumer Affairs in compliance with Local Law No. 20-2003. (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1744. Accepting and appropriating additional Disability Employment Initiative (DEI) funds from the New York State Department of Labor for the Workforce Innovations and Opportunities Act (WIOA). (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1745. Authorizing use of West Hills County Park by India Association of Long Island, Inc. for its India Fest Fundraiser. (Co. Exec.) PARKS & RECREATION

1746. Accepting and appropriating additional funds for a 100% State funded Summer Youth Employment Program. (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1747. Amending the Suffolk County Classification and Salary Plan in connection with a new position title in the District Attorney's Office and the Police Department: Paralegal. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1748. Accepting and appropriating a grant in the amount of $66,745 in federal pass-through funding from the State of New York Division of Criminal Justice Services for the Suffolk County Police Department's Stop Violence Against Women Formula Grant Program with 75% support. (Co. Exec.) PUBLIC SAFETY

1749. Authorizing certain technical corrections to Adopted Resolution No. 482-2016. (Co. Exec.) WAYS & MEANS

1750. Authorizing planning steps for implementation of Suffolk County Workforce Housing Program (Sandy Hollow Cove). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1751. Authorizing planning steps for implementation of Suffolk County Workforce Housing Program (Speonk Commons). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1752. Adopting Local Law No. -2016, A Local Law to amend Chapter 353 of the Suffolk County Code to authorize the County Department of Audit and Control to register nonprofit veterans organizations. (Co. Exec.) VETERANS

1663

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Legislator Browning

RESOLUTION NO. -2016, AUTHORIZING THE USE OF SMITH POINT COUNTY PARK, CATHEDRAL PINES COUNTY PARK AND SMITH POINT MARINA BY THE LONG ISLAND 2 DAY WALK TO FIGHT BREAST CANCER, INC., FOR BREAST CANCER WALK IN 2017

WHEREAS, The Long Island 2 Day Walk to Fight Breast Cancer, Inc., is a not-for-profit corporation dedicated to finding a cure for breast cancer; and

WHEREAS, The Long Island 2 Day Walk to Fight Breast Cancer, Inc., would like to use the Smith Point County Park, Cathedral Pines County Park and Smith Point Marina for the purpose of hosting a walkathon to raise funds for breast cancer outreach and educational efforts, as well as to help local organizations with their fight against breast cancer; and

WHEREAS, the walkathon would be held on Friday, June 9, 2017 and Saturday, June 10, 2017; and

WHEREAS, a Certificate of Insurance naming Suffolk County as an additional insured has been provided by The Long Island 2 Day Walk to Fight Breast Cancer, Inc.; and

WHEREAS, the use of County property for a walkathon would promote and protect the public health and general welfare of the residents of Suffolk County; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, i.e., the Cathedral Pines County Park in Middle Island, in consideration of the payment of Fifty-Five and 00/100 Dollars ($55.00) per diem, for the purpose of a walkathon to fight breast cancer on Friday, June 9, 2017 from 8:30 a.m. to 1:00 p.m., the proceeds of which shall be allocated directly to breast cancer organizations to fund breast cancer outreach and educational activities, is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from The Long Island 2 Day Walk to Fight Breast Cancer, Inc., and subject to such additional terms and conditions as may be required by Risk Management and Benefits Division in the County Department of Law; and be it further

2nd **RESOLVED**, that the use of County-owned property, i.e., the Smith Point County Park in Shirley, in consideration of the payment of Fifty-Five and 00/100 Dollars ($55.00) per diem, for the purpose of a walkathon to fight breast cancer on Saturday, June 10, 2017 from 5:00 a.m. to 4:00 p.m., the proceeds of which shall be allocated directly to breast cancer organizations to fund breast cancer outreach and educational activities, is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from The Long Island 2 Day Walk to Fight Breast Cancer, Inc., and subject to such additional terms and conditions as may be required by Risk Management and Benefits Division in the County Department of Law; and be it further

3rd **RESOLVED**, that the use of County-owned property, i.e., the Smith Point Marina in Shirley, in consideration of the payment of Fifty-Five and 00/100 Dollars ($55.00) per diem, for the purpose of a walkathon to fight breast cancer on Saturday June 10, 2017 from 5:00 a.m. to 4:00 p.m., the proceeds of which shall be allocated directly to breast cancer organizations to

fund breast cancer outreach and educational activities, is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from The Long Island 2 Day Walk to Fight Breast Cancer, Inc., and subject to such additional terms and conditions as may be required by Risk Management and Benefits Division in the County Department of Law; and be it further

4th **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the fund drive for support of the public-safety services provided by The Long Island 2 Day Walk to Fight Breast Cancer, Inc., at Cathedral Pines County Park in Middle Island and Smith Point Marina in Shirley by The Long Island 2 Day Walk to Fight Breast Cancer, Inc.; and be it further

5th **RESOLVED**, that The Long Island 2 Day Walk to Fight Breast Cancer, Inc., shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-2-day-breast-cancer-walk-2017

1664

Intro. Res. No. - 2016 Laid on Table 7/26/16

Introduced by Presiding Officer Gregory

RESOLUTION NO. -2016, AMENDING RESOLUTION NO. 920-2015, TO ESTABLISH A COMMUNITY COLLEGE BUDGET COMMITTEE TO DEVELOP A LONG-TERM BUDGET PLAN

WHEREAS, Resolution No. 920-2015 created a Community College Budget Committee ("Committee") for the purpose of developing a five (5) year budget plan ("Plan") for the Community College; and

WHEREAS, the Committee needs additional time to finalize the Plan; now, therefore be it

1st **RESOLVED**, that the 4th Resolved clause in Resolution No. 920-2015 is hereby amended to read as follows:

> **4th** **RESOLVED**, that the Committee will submit its Plan to the County Executive and each member of the County Legislature no later than February 15, 2017; and be it further

2nd **RESOLVED**, that all other terms and conditions of Resolution No. 920-2015 shall remain in full force and effect; and be it further

3rd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-extend community college plan

1665

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Legislator Muratore

RESOLUTION NO. -2016, APPROVING COUNTY FUNDING FOR A CONTRACT AGENCY (MIDDLE COUNTRY YOUTH ASSOCIATION)

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 15th 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 the Legislature; and

WHEREAS, the 2016 Operating Budget included funding for the Middle Country Youth Association as follows:

FD	AGY	UNIT	ACT	OBJ	ACTIVITY NAME	2016 ADOPTED
001	EXE	7320	GHQ1	4980	MIDDLE COUNTRY YOUTH ASSOCIATION	$13,500

WHEREAS, the Comptroller has advised this Legislature that the Middle Country Youth Association did not comply with the disclosure requirements of § 189-66(B) by the September 15th deadline, however, this contract agency is now in full compliance with § 189-66(B); now, therefore be it

1st **RESOLVED**, that the funding included in the 2016 Operating Budget for the Middle Country Youth Association 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 2016 funding to the Middle Country Youth Association 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\r-funding-middle-country-youth-association

1666

Intro. Res. No. -2016

Laid on Table 7/26/16

Introduced by Legislator Martinez

RESOLUTION NO. -2016, REAPPOINTING MEMBER TO THE SUFFOLK COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES (JAMES MORGO)

WHEREAS, the term of office of James Morgo as a member of the Board of Trustees of the Suffolk County Community College expired on June 30, 2016; now, therefore be it

1st **RESOLVED**, that James Morgo is hereby reappointed as a member of the Board of Trustees of the Suffolk County Community College, pursuant to Section 6306(1) of the NEW YORK EDUCATION LAW, for a term of office to expire on June 30, 2023.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE AND SECTION 6306(1) OF THE NEW YORK EDUCATION LAW.

s:\res\r-reappt-morgo-sccc

JIM MORGO

Jim Morgo is currently Vice Chairman of Suffolk County Community College's Board of Trustees and Chairman of its Budget and Finance Committee. In these positions, he focuses on keeping a college education affordable to Suffolk County's residents. Mr. Morgo frequently emphasizes the importance of the community college in regard to the county's economic and social sustainability.

Mr. Morgo is currently President of Morgo Private Public Strategies, a private-sector consulting business that specializes in municipal approvals and community acceptance of economic development initiatives.

Mr. Morgo was Suffolk County's Chief Deputy County Executive from November, 2007 to April, 2009. He was "second in command" of the ninth largest County in the United States with 900 square miles and a population of 1.5 million people. In this capacity, Mr. Morgo had direct oversight of all county departments consisting of more than 12,000 employees and a $2.6 billion budget. He came to Suffolk County as its first Commissioner of Economic Development and Workforce Housing in September, 2004. As Commissioner he served as the Chief Administrator of the five division department (aviation; cultural arts and film; community development; affordable housing; and economic development) with the mission to attract, retain and expand businesses in Suffolk County and to allow needed workers to find homes they could afford. Additionally, Mr. Morgo served as Chair of the Suffolk County Industrial Development Agency from 2005 to 2012.

Mr. Morgo was the Long Island Housing Partnership's first President and Chief Executive Officer from 1988 to 2004. He transformed the Housing Partnership from a start-up organization of two employees with an annual budget of $160,000, to the Long Island region's preeminent housing organization and the mostwell-respected suburban housing not for profit in the nation. When Mr. Morgo left the Housing Partnership, it employed eighteen (18), had six (6) affiliate organizations and had annual budgets ranging between $10 million and $30 million.

Mr. Morgo taught English for three years to junior and senior high school students at Cranwell Preparatory in Lenox, Massachusetts and for fourteen years at Bayport-Blue Point High School in Bayport, New York. He also taught English as an adjunct instructor at Nassau Community College, Suffolk Community College and Dowling College.

In 1983, Mr. Morgo was elected to represent the Eighth Legislative District in the Suffolk County Legislature. As a Legislator, he sponsored landmark legislation calling for a public acquisition of the Long Island Lighting Company, and he established himself as a strong advocate for middle-class homeownership.

NEWSDAY named Jim Morgo as one of the ten Long Island Residential Real Estate

"Movers and Shakers." In 2005, he was named by the Long Island Business News as one of Long Island's 100 most influential leaders. In 2005, 2006 and 2007 the Long Island Press named Jim Morgo one of Long Island's 50 most powerful leaders. He has received many awards from civic, community and business organizations for his leadership in housing and business. Mr. Morgo holds a bachelor of arts degree from Boston College, and a master of arts degree from Columbia University and a professional leadership certificate from the John F. Kennedy School of Government of Harvard University .

1667

Intro. Res. No. -2016
Introduced by Legislator Martinez

Laid on Table 7/26/16

RESOLUTION NO. -2016, TO APPOINT MEMBER TO THE SUFFOLK COUNTY CHILD CARE COMMISSION (ERICA L. CHASE-GREGORY)

WHEREAS, Resolution No. 41-2016 established the Suffolk County Child Care Commission 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

WHEREAS, members of the Child Care Commission serve at the pleasure of their respective appointing authorities; now, therefore be it

1st **RESOLVED**, that **Erica L. Chase-Gregory**, Regional Director of Small Business Development Center, is hereby appointed as a member of the Suffolk County Child Care Commission as the representative of the business community.

DATED:

EFFECTIVE PURSUANT TO CHAPTER C2-15(A) OF THE SUFFOLK COUNTY CHARTER AND RESOLUTION NO. 41-2016

s:\res\r-appt-chase-gregory-child-care-commission

1667

Erica L. Chase-Gregory
, Amityville NY 11701
631.

BUSINESS EXPERIENCE

Small Business Development Center: ***Regional Director***
Farmingdale, New York 9/2015 –Present

Responsibilities include:

- Manage all aspects of the SBDC as a provider of services to local small businesses and its compliance with the programmatic and fiscal requirements of SUNY and the U.S Small Business Administration
- Responsible for the integration of the SBDC with the goals of Farmingdale State College of New York and to promote both of them in the Long Island business community
- Interact with campus administration on SBDC matters of budget, expenditures, personnel and facilities utilization
- Supervision of 15 SBDC staff and 3 outreach offices. Functions including the assignment of appropriate tasks, conducting of internal staff meetings, identification of training needs, and overseeing the quality and timeliness of performance
- Administer all SBDC fiscal controls for both Federal and State and local budgets including budget development, expenditure monitoring, interaction with campus fiscal personnel, fiscal monitoring and adherence to guidelines
- Research and apply for grants and contributions to the SBDC program
- Plan and implement initiatives to promote SBDC and the College in media, lectures and business associations
- Promote contact with the Long Island community to support services and SUNY Farmingdale programs
- Work with advisory groups, speak before community groups, interact with government officials, sponsor and co sponsor training, seminars and conferences
- Flexibility to recognize and institute new programs and services as needed by the Long Island business community

Small Business Development Center: ***Acting Regional Director***
Farmingdale, New York 3/2014 – 9/2015

Small Business Development Center: ***Associate Director***
Farmingdale, New York 1/2013 – 3/2014

Responsibilities included:

- In partnership with the director:
  - Supervision all staff functions insuring individual advisors met annual goals in accordance with center's performance requirements
  - Participating in the assessment and hiring of new advisors and staff
  - Reviewing annual budget requirements with director and made recommendations for annual needs
  - Developing reports to communicate to contractors that goals and objectives were met
- Representing and assisting director in public outreach efforts such as interfacing with public and private organizations
- Organizing training events, seminars and conferences
- Maintaining relationships with campus personnel, faculty, non-teaching staff and college support staff to enhance the quality of diversity and timeliness of program services
- Maintaining small business case load of 100+ clients to assist small businesses with their start-up and or expansion goals
- Providing workshops on variety of topics to the small business community

Accomplishments included:

- Provided ongoing one-to-one small business counseling to 115 small business clients with their start up or expansion goals
- Facilitated workshops sponsored by SBDC on site or off site
- Successfully maintained reporting requirements set by Federal, State, and private contracts
- Assisted Director to open and hire 10 additional staff members for 2 outreach offices to provide disaster assistance
- Trained all new staff on the roles, responsibilities of the NY State's disaster assistance program

Small Business Development Center: ***Business Advisor***
Farmingdale, New York 11/2011 – 1/2013

Responsibilities included:

- Providing one-to-one comprehensive range of small business-based assistance to clients
- Informing clients on the process of starting a business
- Providing assistance in the development of individualized business plans
- Assisting clients with market-related issues
- Analyzing and preparing financial statements; cash flow projections, income statements, sources and uses statements
- Guiding clients through the process of government procurement
- Assisting clients through the Federal, State, local and private certification process
- Promoting services of the Small Business Development Center at various community events
- Developing and conducting workshops sponsored by SBDC

Accomplishments included:

- Provided ongoing one-to-one small business counseling to 295 small business clients
- Facilitated workshops sponsored by SBDC on monthly basis; Business Basics: How to Successfully Start a Small Business and How to Write a Business Plan
- Co-facilitated six week workshop series; Excellence in Entrepreneurship
- Participated as panelist at the NY State Women's Inc Conference: Changing Career Paths in a Difficult Economy

Health and Welfare Council of Long Island: ***Director – Smart Government for Strong Families Coalition***
Hempstead, New York 9/2007 – 6-2011

Responsibilities included:

- Expanding Coalition membership
- Developing system to regularly communicate with community based agencies
- Collecting relevant data from Suffolk County's community based agencies
- Developing and enacted advocacy strategies related to contracts and funding of Suffolk's youth, mental health, substance abuse, child care and other human service agencies
- Assuming leadership in implementing advocacy strategies in Suffolk County
- Developing reports, media releases and other correspondence for the not for profit community to be distributed to government offices
- Informing community leadership on impact of Suffolk County policies on Suffolk County's individuals and families
- Collaborating with County officials to determine the nature and extent of contract and payment issues
- Working with County legislators to draft legislation and implementation of recommended changes
- Communicating on major topics with local media

Accomplishments included:

- Increased coalition membership from 10 member agencies to 97
- Influenced leadership to amend Living Wage Law – 2009
- County approved and implemented recommendations for changing contract and payment procedures – 2008 - 2009
- Successful in educating full legislature of the importance for the need of two proposed local laws to protect nonprofit sector - IR499-2010 & IR500-2010. Enacted into law - 2010
- Maintained private foundation funding - 2008 – 2011

Child Care Council of Suffolk, Inc.: ***Assistant Director***
Commack, New York 5/2001 – 9/2007

Responsibilities included:

- Assisting in the development, implementation, supervision and evaluation of agency programs and staff
- Identifying funding sources; developing and submitting grant applications to obtain funding; private and government
- Preparing and submitting quarterly and year end reports to program funders
- Coordinating all activities for yearly events; Provider Recognition Dinner, Annual Meeting, and other special events
- Assisting in the supervision of fiscal responsibilities of the agency and with budget preparation to be presented to board of directors
- Participating in recruitment, staff development, and evaluation of all agency staff
- Working with marketing firm to develop outreach materials; brochures, newsletters
- Providing public education through media presentations and participate in business and community meetings and conferences; federal, state, regional and local
- Serving as liaison to board committees
- Advocating community needs to federal, state and local legislators and other government leadership

Accomplishments included:

- Maintained and expanded agency funding for all programs – $4.6 million annual budget
- Played key role in obtaining State wide certification as being 'best practices' agency - 2006
- Advocated and successfully passed local law for child care workers to receive living wage
- Advocated for $1.2 million in County funds to be distributed to contracted agencies to meet the demands of the living wage requirement
- Advocated for passage of prompt payment law for all child care providers to be reimbursed within 30 days of invoicing Suffolk County Government – final passage 2008
- Coordinated all aspects of first fundraising event; celebrating 20 years of services to the community - 2005

EDUCATION:
BA Business Administration, SUNY Farmingdale – summa cum laude 2009

OTHER ACTIVITIES:
Advisory Board Member – Child Care Council of Suffolk Inc. 9/2007 – present
Board Member – The Children's Center at Farmingdale State College – 9/2015 - present
Board Member – Auxiliary Services Corporation - 9/2015 – Present
ECG Consulting – 1-6-2012 – 2014
President / Owner
Columbia Business School - Leadership Development Program, Harriman, New York 4/2005
Babylon Chamber of Commerce
Amityville Chamber of Commerce
Melville Chamber of Commerce

1668

Intro. Res. No. -2016 Laid on Table 7/26/16
Introduced by Legislator Fleming

RESOLUTION NO. -2016, RE-ESTABLISHING THE TICK CONTROL ADVISORY COMMITTEE

WHEREAS, Resolution 797-2013 directed the Department of Public Works, Division of Vector Control, to develop and include within the annual vector control plan a section dedicated to reducing the incidence of tick-borne illnesses in Suffolk County; and

WHEREAS, Resolution No. 132-2014 created a Tick Control Advisory Committee to advise the Division of Vector Control in developing a successful plan to reduce tick-borne illnesses in Suffolk County; and

WHEREAS, pursuant to Resolution No. 132-2014, the Advisory Committee disbanded after the 2016 vector control plan was adopted; and

WHEREAS, Capital Project 4091 provides funding for equipment for the County's Arthropod Borne Disease Laboratory and has led to the establishment of a Tick Surveillance and Management Program ("TSMP"); and

WHEREAS, the Tick Control Advisory Committee needs to be re-established to ensure that proper actions are being taken to reduce the incidence of ticks and tick-borne illnesses in Suffolk County; and

WHEREAS, the Committee will review tick control methods and management options; provide advice to the TSMP and provide input to the annual vector control plans; and assist in public education and the dissemination of information regarding the prevention of tick-borne illnesses; now, therefore be it

1st **RESOLVED**, that the Tick Control Advisory Committee is hereby reestablished and shall consist of the following members:

1. a person knowledgeable in the area of tick control and tick related illnesses, to be designated by the Commissioner of the Suffolk County Department of Health Services, who shall serve as the Chairperson;

2. the Director of the Division of Vector Control;

3. the County Executive, or his or her designee;

4. the Presiding Officer, or his or her designee;

5. the Chair of the Legislature's Public Works Committee, or his or her designee;

6. the Chair of the Legislature's Parks Committee, or his or her designee;

7. the Chair of the Legislature's Health Committee, or his or her designee;

8. the Commissioner of the Suffolk County Department of Public Works or his or her designee;

9. the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation, or his or her designee;

10. the Long Island Regional Director for the New York State Office of Parks, Recreation and Historic Preservation, or his or her designee;

11. a representative of the New York State Department of Environmental Conservation, wildlife division;

12. a representative of the New York State Department of Environmental Conservation, pesticide division;

13. a representative of an environmental advocacy group, to be designated by the County Legislature;

14. a public health professional designated by the Commissioner of the Suffolk County Department of Health Services;

15. a representative of the East End Supervisors and Mayors Association; and

16. a representative of the Cornell Cooperative Extension;

and be it further

2nd **RESOLVED**, that the Committee shall meet three to four times per year, keep a record of all of 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 (6) members of the Committee; and be it further

3rd **RESOLVED**, that the members of said Committee shall serve without compensation and shall serve at the pleasure of their respective appointing authorities; and be it further

4th **RESOLVED**, that nine (9) members of the Committee shall constitute a quorum to transact business of the Board at both regular and special meetings; and be it further

5th **RESOLVED**, that clerical services involving the month-to-month operation of this Advisory Committee, as well as supplies and postage as necessary, will be provided by the staff of the Suffolk County Legislature, 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 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-reestablish-tick-control-advisory-committee

1669

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND ISSUING AN ORDER IN RELATION TO THE INCREASE AND IMPROVEMENT OF FACILITIES FOR SEWER DISTRICT NO. 16 – YAPHANK MUNICIPAL (CP 8158)

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. 16 – Yaphank Municipal; 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. 16 – Yaphank Municipal; and

WHEREAS, these maps, plans, recommendations and cost estimates accompanied Suffolk County Resolution No. 387-2016 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. 16 – Yaphank Municipal is $250,000; 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. 16 – Yaphank Municipal, the annual 3% ASRF increase will result in an increase of approximately $12,500 to the District, regardless of the increase or improvement to facilities that noting is composed entirely of Suffolk County buildings with no residents; and

WHEREAS, pursuant to Suffolk County Resolution No. 387-2016 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. 16 – Yaphank Municipal 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 Riverhead, New York in said County on June 1st, 2016 at 9:30 a.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. 16 – Yaphank Municipal, as well as evidence given at the public hearing held on June 1, 2016; 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. 16 – Yaphank Municipal shall be set at a maximum of $250,000, 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. 16 – Yaphank Municipal, 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. 16 – Yaphank Municipal 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 $250,000 on the increases and improvements to Suffolk County Sewer District No. 16 – Yaphank Municipal 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. 16 – Yaphank Municipal, 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. 16 – Yaphank Municipal 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:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1669

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO., 2016 A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND ISSUING AN ORDER IN RELATION TO THE INCREASE AND IMPROVEMENT OF FACILITIES FOR SEWER DISTRICT NO. 16 – YAPHANK MUNICIPAL (CP 8158)

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

ON THE APPROPRIATING RESOLUTION, SEWER DISTRICT SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS. THE SEWER DISTRICT SERIAL BONDS WILL BE PAID BY THE SEWER DISTRICT.

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

N/A FOR THE FINDINGS AND DETERMINATIONS RESOLUTION

8. Proposed Source of Funding

SEWER DISTRICT SERIAL BONDS AND ASRF (FOR THE APPROPRIATING RESOLUTION)

9. Timing of Impact

ON THE APPROPRIATING RESOLUTION, IT IS ANTICIPATED THAT BONDS WILL BE ISSUED FALL OF 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		July 11, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1669

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1669

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1669

2016 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. 16 – Yaphank Municipal (CP 8158).

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 #16 – Yaphank Municipal. 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 financed by the use of sewer district serial bonds, as supported by the ASRF.

COUNTY OF SUFFOLK

1669

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

March 23, 2016

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. 16 – Yaphank Municipal (CP 8158)**

Presiding Officer Gregory:

On March 18th, the report on the referenced project was delivered to all Legislators. The report did not include the transmittal letter. Thus is the purpose of this letter.

In connection with the above captioned matter, I have submitted 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 sewer district serial bonds in 2016. This report will address the impact of the project. The cost of this project is $250,000. There is no fiscal impact due to the stabilization of rates by the ASRF. The project involves the repair and/or replacement of the sewer system.

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

Sincerely,

Gilbert Anderson, P.E.
Commissioner
Administrative Head of
Suffolk County Sewer District No. 16

GA:BW:ni
Attachment
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive for Intergovernmental Relations
Jon Schneider, Deputy County Executive
Peter Scully, Deputy County Executive
Joanne Minieri, Commissioner of Economic Development
Debra Kolyer, Principal Financial Analyst
Robert Braun, Esq., Deputy Bureau Chief
Patricia Rouse, Esq., Assistant County Attorney
Suffolk County Legislators
Philip Berdolt, Deputy Commissioner, Public Works
John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
H:\SANITATION\Sewer-districts\sd16 - Yaphank-Municipal\CP 8158\ga-bw3-23-16 sd16 Yaphank Municipal CP 8158 Ltr to SC Leg DGregory.doc

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4010 FAX (631) 852-4150

COUNTY OF SUFFOLK

1669

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. 16 – Yaphank Municipal (CP 8158)**

DATE: June 7, 2016

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW CP 8158 - SD 16 – Yaphank Improvements 6-7-16 and backup filed as Backup-DPW CP 8158 - SD 16 – Yaphank Improvements 6-7-16 for the findings resolution of the increase and improvement of Sewer District No. 16 – Yaphank. The improvement project involves the repair and/or replacement of the sewer system. The total cost associated with the project is $250,000 which uses sewer district serial bonds.

We appreciate the resolution being laid on the table now that the public hearing was held on June 1st such that the appropriations can be adopted in 2016.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
CE Reso Review
H:\SANITATION\resolutions\2016 Resolutions\ga-bw6-7-16 Backup-DPW sd16 Yaphank Findings CP 8158 memo to JSchneider.doc

1669

Intro. Res. No. 1342-2016 Laid on Table 4/12/2016
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 387 -2016, CALLING FOR A PUBLIC HEARING FOR THE PURPOSE OF INCREASING AND IMPROVING FACILITIES FOR SUFFOLK COUNTY SEWER DISTRICT NO. 16 – YAPHANK MUNICIPAL (CP 8158)

WHEREAS, by proceedings heretofore duly had and taken pursuant to Article 5-A of the County Law, the County Legislature of the County of Suffolk, New York has established a County sewer district designated and known as Suffolk County Sewer District No. 16 – Yaphank Municipal; and

WHEREAS, the Suffolk County Sewer Agency is recommending an increase and improvement to Suffolk County Sewer District No. 16 – Yaphank Municipal, namely, sewer system; and

WHEREAS, pursuant to New York County Law Section 268, the Suffolk County Sewer Agency has prepared maps and plans pertaining to these proposed increases and improvements to the facilities of Suffolk County Sewer District No. 16 – Yaphank Municipal and has also prepared an estimate of the costs of such increases and improvements and has filed these documents, along with its recommendations and reports of its proceedings, with the County Legislature of the County of Suffolk; and

WHEREAS, it would appear that these increases and improvements are in the best interests of the people of Suffolk County; and

WHEREAS, it is now desirable to call a public hearing on the Map and Plan pursuant to Section 253 and 254 of the New York County Law; now, therefore be it

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

Section 1. A meeting of the Legislature of the County of Suffolk New York shall be held at the County Center in the meeting room of the County Legislature in Hauppauge, New York, in said County, on the 1st day of June 2016, at 2:30 p.m., Prevailing Time, for the purpose of conducting a public hearing on the aforesaid matter and for such other action on the part of said County Legislature as may be required by law or proper in premises.

Section 2. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of said public hearing to be published once in each of the official newspapers of said County, and such other newspaper as the Legislature may designate, if any, said publication to be made in each of such newspapers not less than ten, nor more than twenty days before the day set herein for said public hearing. Such notice shall be in the following form, to wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Legislature of the County of Suffolk New York will meet at the County Center in Hauppauge, New York in said County, on 1st day of June 2016 at 2:30 pm, Prevailing Time, for the purpose of conducting a public hearing upon the Map and Plan for

1669

the increases and improvements to the facilities of Suffolk County Sewer District No. 16 – Yaphank Municipal; in and about the Town of Brookhaven substantially in accordance with the maps, plans, report and recommendations prepared by the Suffolk County Sewer Agency, with the assistance of the Suffolk County Department of Public Works, and filed with the Legislature of the County of Suffolk, at which time and place said County Legislature will consider such proposal and hear all parties interested therein concerning the same.

The public hearing is being held to address a proposed cost associated with the Map and Plan for the increase and improvement to the facilities of Sewer District No. 16 – Yaphank Municipal.

Notice of Cost

The cost of the increase and improvement to the facilities of Sewer District No. 16 – Yaphank Municipal is estimated at $250,000 as set forth in the Map and Plan.

There will be no fiscal impact to the benefited properties within Suffolk County Sewer District No. 16 – Yaphank Municipal, since pursuant to the ASRF, all property owners in Suffolk County sewer districts experience a 3% annual increase regardless of any increases or improvements performed. In the case of Suffolk County Sewer District No. 16, the annual ASRF increase will result in an increase of approximately $12,500/year to the District that is composed entirely of Suffolk County buildings with no residents. The annual expenses derive their sources of funds from the Sewer District Serial Bonds supported by the ASRF and from the County General Fund. Therefore, there is no fiscal impact caused to the benefited properties in the District as a result of the Map and Plan that reflects the cost of the increases and improvements.

Copies of the map, engineering report, the public hearing report and the project summaries are available in the Office of the Department of Public Works, located in Yaphank and the Office of the Clerk of the County Legislature where they can be reviewed during normal business hours Monday through Friday. We encourage all interested parties to appear. Any questions should be forwarded to Ben Wright at 631-852-4184 at the Suffolk County Department of Public Works.

Section 3. This resolution shall take effect immediately.

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 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 connections with routine or continuing agency administration and management.

DATED: May 10, 2016

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: May 18, 2016

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Exhibit 'A'

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COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS

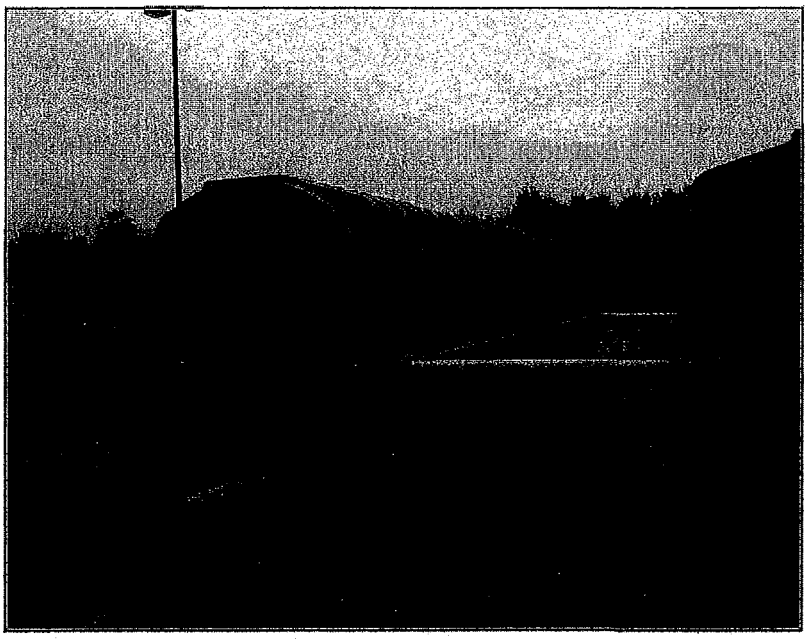
SUFFOLK COUNTY SEWER AGENCY

Report, Map and Recommendations for the Proposed Improvement of

SUFFOLK COUNTY

SEWER DISTRICT NO. 16 – YAPHANK-MUNICIPAL

GILBERT ANDERSON, P.E.
COMMISSIONER



March 2016

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INDEX OF EXHIBIT

A - Board of Elections Letter, February 4, 2016

B - Estimated Operations and Maintenance Costs

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INTRODUCTION

In accordance with Chapter 254 of the County Law and by Resolutions No. 494-1965 and No. 518-1965, the Suffolk County Board of Supervisors formed the Suffolk County Sewer Agency in September 1965. The County Legislature, as the successors to the Board of Supervisors, by Resolution No. 407-1970, authorized the Chairman of the Agency to execute agreements with subdividers and developers. Thereafter, by Resolution No. 212-1973, the County Legislature again directed the Agency, with the assistance of the Department of Environmental Control acting as its staff, to prepare the necessary maps, plans, specifications and other relevant material for the formation, extension or improvement of County sewer districts.

Therefore, in accordance with those resolutions and pursuant to Article 5A of the County Law, the Agency has caused the Department of Public Works, as the successors to the Department of Environmental Control, to prepare and herewith respectfully submit the necessary information and data relating to the formation of Suffolk County Sewer District No. 16 – Yaphank-Municipal

At the September 19, 2011 Agency Meeting, the Agency recommended that a district, encompassing the present Yaphank County Center Sewage Treatment Plant, which serves the existing county buildings and facilities located on the east and west sides of Yaphank Avenue, be formed.

Following public hearings and findings, the district was created.

DISTRICT POPULATION

Since the district, as proposed, will only contain the existing treatment plant within its boundary, there will be no residents in the district. This has been confirmed by the Board of Elections in the February 4, 2016 letter, Exhibit 'A'.

GENERAL BOUNDARY DESCRIPTION

The district is situated in the south central portion of the Town of Brookhaven in the hamlet of Yaphank. It is bounded approximately on the north by the LIE, the south by Horseblock Road and parcels on the east and west of Yaphank Avenue containing all the County buildings.

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WASTEWATER CONVEYANCE TREATMENT FACILITIES

The buildings in the service area are connected to a sewer system with sewers size ranging from 8" to 30" diameter. Sewage is conveyed to a main pumping station that lifts sewage to the WWTP for treatment.

The wastewater treatment plant, which has been operated and maintained by DPW since it was built in 1974 and has a twelve month peak flow of 160,000 gpd, was designed and constructed to accommodate 250,000 gpd. The 15.± acre site is sufficient to accommodate a future flow of 1.0 MGD. An additional 10 Acres will be set aside for future expansion.

IMPROVEMENTS AND CAPITAL COSTS

The sewer system for the Yaphank County Center was constructed in the mid 1970's. due to the age of the system relatively low flows problems have been identified must be resolved prior to creating an emergency condition. Although no replacement was anticipated at this time, the work will provide rehabilitation by rehabilitating manholes point repair of sewers and lining section of sewers. The majority of the sewer system is either in parking lots or county center roadways and work will be performed in a manner as to not interfere with the typical activities taking place in the County Center. The cost of the project is estimated to be $250,000.

SEQRA

Due to the project being classified as replacement rehabilitation, or reconstruction of a structure facility in-kind on the same site it is classified as a type II action under SEQRA, pursuant to NYCRR 617.5 (c) (2).

PROPOSED FINANCIAL PLAN AND COSTS TO USERS

A. Federal and State Aid

There is no expectation of receipt of Federal or State funds for the project.

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B. Preliminary User Charges

1. Present Charges: Operations and Maintenance is paid directly by the county General Fund.

2. District Charges: The Environmental Protection Agency regulations require that any sewer district formed in Suffolk County after December 27, 1977 must charge the users based upon actual use, and not ad valorem. Therefore, the district was formed pursuant to Section 266 of the County Law of the State of New York, and thus make a flat annual sewage charge to the users.

C. Annual Operation and Maintenance Costs and Charges

The operation and maintenance budget for 2016 is $417,000 (see Exhibit 'B').

RECOMMENDATIONS, COMMENTS AND FINDINGS

A. Finally, it is recommended that this report be made the subject of a public hearing on the question at the earliest possible date.

Respectfully submitted,

Gilbert Anderson, P.E.
For Commissioner of the Suffolk County Department of Public Works, Chairman of the Suffolk County Sewer Agency and Administrative Head of All Suffolk County Sewer Districts

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EXHIBIT 'A'

BOARD OF ELECTIONS

COUNTY OF SUFFOLK
PO BOX 700
YAPHANK NY 11980-0700
(631) 852-4500
TTY (631) 852-4540 FAX (631) 852-4590

Commissioners
ANITA S. KATZ
NICK LALOTA
Deputy Commissioners
JEANNE C. O'ROURKE
BETTY MANZELLA

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February 4, 2016

Craig A Platt
Secretary, Suffolk County Sewer Agency
Suffolk County Department of Public Works
335 Yaphank Ave
Yaphank NY 11980

Dear Craig,

The Board of Elections has reviewed the map for the proposed SCSD #16 sewer district and has determined that there are no registered voters within the boundaries of said district.

I hope that this information meets your requirements. If you have any further questions, please feel free to contact this office.

Sincerely,

Ross Goldenberg
Suffolk County Board of Elections
PO Box 700
Yaphank, NY 11980
(631) 852-4523
(631) 852-4590- fax
ross.goldenberg@suffolkcountyny.gov

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EXHIBIT 'B'

Exhibit B

1669

ESTIMATED OPERATION & MAINTENANCE

2016 Adopted Budget	$152,000
2016 Chargeback.....	$150,000
2016 Labor.....	$115,000
Total.....	$417,000

Intro. Res. No. 1670 -2016 Laid on Table 7/26/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE PLANNING IMPROVEMENTS FOR SUFFOLK COUNTY SEWER DISTRICT NO. 5 – STRATHMORE HUNTINGTON (CP 8115)

WHEREAS, the Sewer District No. 5 – Strathmore Huntington treatment plant requires improvements; and

WHEREAS, there are sufficient funds identified in the 2016 Capital Budget and Program for the planning of improvements to Suffolk County Sewer District 5 – Strathmore Huntington; and

WHEREAS, the Administrative Head of Sewer District No. 5 – Strathmore Huntington has requested that funds be appropriated to cover planning costs associated with the wastewater treatment plant improvement 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 2016 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 Sewer District Serial Bonds; now, therefore be it

1st **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-eight (68), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd **RESOLVED**, that the proceeds of $100,000 in Sewer District Serial Bonds be and they hereby are appropriated as follows:

Project No.	Project Title	AMOUNT
527-CAP-8115.112 (Fund 205 Debt Service)	Improvements to Sewer District 5 – Strathmore Huntington, Planning, Design and Supervision	$100,000

; 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 law constitutes a Type II action, pursuant to Section 617.5 (C) (18), (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

4th **RESOLVED**, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the sewer district improvements to SD 5 – Strathmore Huntington.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1670

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE PLANNING IMPROVEMENTS FOR SUFFOLK COUNTY SEWER DISTRICT NO. 5 – STRATHMORE HUNTINGTON (CP 8115)

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

SEWER DISTRICT SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS. THE SEWER DISTRICT SERIAL BONDS WILL BE PAID BY THE SEWER DISTRICT.

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

SEWER DISTRICT SERIAL BONDS AND ASRF

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED FALL OF 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2016 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		July 11, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1670

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 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

167D

Term of Bonds	5
Amount to Bond:	$100,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$19,206.24	$2,025.00	$21,231.24	$21,231.24
			$818.04	$818.04	
11/1/2018	2.000%	$19,595.16	$818.04	$20,413.20	$21,231.24
			$619.64	$619.64	
11/1/2019	2.000%	$19,991.96	$619.64	$20,611.60	$21,231.24
			$417.22	$417.22	
11/1/2020	2.000%	$20,396.80	$417.22	$20,814.02	$21,231.24
			$210.70	$210.70	
11/1/2021	2.125%	$20,809.84	$210.70	$21,020.54	$21,231.24
11/1/2022		$100,000.00	$6,156.18	$106,156.18	$106,156.18
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

167D

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1670

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL - A Draft Resolution Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Planning Improvements to the Suffolk County Sewer District No. 5 – Strathmore Huntington (CP 8115)

PURPOSE OR GENERAL IDEA OF BILL – To appropriate funds for engineering in the planning/design phase.

SUMMARY OF SPECIFIC PROVISONS – Funds will be utilized for engineering services during the planning/design phase. The design is to improve the treatment plant which has a stabilization lagoon to be abandoned.

JUSTIFICATION – The SD #5 Strathmore Huntington facility requires improvements.

FISCAL IMPLICATIONS - $100,000 in serial bonds with the sewer district rate controlled by the ASRF, therefore, no fiscal impact.

H:\SANITATION\resolutions\2016 Resolutions\ga-bw6-7-16 Backup DPW sd5 Strathmore Huntington Planning Improvements (serial bonds) CP 8115 memo of support.docx

COUNTY OF SUFFOLK

1670

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 Draft Resolution Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Planning Improvements for Suffolk County Sewer District No. 5 – Strathmore Huntington (CP 8115)**

DATE: June 7, 2016

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso-DPW sd5-Strathmore Huntington Improvements (CP 8115) dated 6-7-16 and backup filed as Backup-DPW sd5-Strathmore Huntington Improvements (CP 8115) dated 6-7-16. The resolution appropriates $100,000 for planning and design of improvements to the district. The source of funding is Sewer District Serial Bonds which is included in the Adopted 2016 Capital Budget.

We appreciate the resolution being laid on the table at the appropriate time.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
CE Reso Review
H:\SANITATION\resolutions\2016 Resolutions\ga-bw6-7-16 Back-up DPW sd5 Strathmore Huntington serial bonds CP 8115 memo to JSchneider.doc

1671

Intro. Res. No. - 2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, APPROPRIATING FUNDS IN CONNECTION WITH COMPLETE STREETS (CP 3313)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with complete streets; and

WHEREAS, there are sufficient funds within the 2016 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $250,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that this Legislature hereby determines that construction and/or restoration of sidewalks on various County roads constitutes a Type II action pursuant to the provisions of Title 6 NYCRR Part 617.5(C) (1), (2), (20) and (27) since the action involves a legislative decision concerning routine maintenance or repair involving no substantial changes in existing structure and/or replacement, rehabilitation or reconstruction of a structure, in kind, on the same site; 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 streets, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

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

Project No.	J.C.	Project Title	Amount
525-CAP-3313.310	50	Complete Streets	$250,000
(Fund 001 Debt Service)			

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1671

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2016, APPROPRIATING FUNDS IN CONNECTION WITH COMPLETE STREETS (CP 3313)

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

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		June 15, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1671

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$27,953**	**$0.05**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$27,953**	**$0.05**	$0.001

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 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

1671

Term of Bonds	10
Amount to Bond:	$250,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$22,744.79	$5,208.33	$27,953.12	$27,953.12
			$2,367.24	$2,367.24	
11/1/2018	2.000%	$23,218.63	$2,367.24	$25,585.88	$27,953.12
			$2,125.38	$2,125.38	
11/1/2019	2.000%	$23,702.36	$2,125.38	$25,827.74	$27,953.12
			$1,878.48	$1,878.48	
11/1/2020	2.000%	$24,196.16	$1,878.48	$26,074.64	$27,953.12
			$1,626.44	$1,626.44	
11/1/2021	2.125%	$24,700.24	$1,626.44	$26,326.68	$27,953.12
			$1,369.14	$1,369.14	
11/1/2022	2.125%	$25,214.83	$1,369.14	$26,583.97	$27,953.12
			$1,106.49	$1,106.49	
11/1/2023	2.125%	$25,740.14	$1,106.49	$26,846.63	$27,953.12
			$838.36	$838.36	
11/1/2024	2.125%	$26,276.39	$838.36	$27,114.76	$27,953.12
			$564.65	$564.65	
11/1/2025	2.250%	$26,823.82	$564.65	$27,388.47	$27,953.12
			$285.24	$285.24	
11/1/2026	2.375%	$27,382.65	$285.24	$27,667.88	$27,953.12
11/1/2027		$250,000.00	$29,531.18	$279,531.18	$279,531.18
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1671

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1671

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with Complete Streets (CP 3313)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for construction to repair/replace or install sidewalk along County roads. Improvements include repairing and/or replacement of sections of sidewalk, or installation of sidewalk where there is none existing and may include the removal of trees and spot drainage modifications. Slope grading and seeding may also be required.

SUMMARY OF SPECIFIC PROVISIONS: there is sufficient funding in the 2016 Capital Budget for this request.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to continue the County Executive's Complete Streets initiative with the repair/replacement and installation of sidewalks along County roads.

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

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1671

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: June 9, 2016

RE: Appropriating Funds in Connection with Complete Streets (CP 3313)

Attached is a draft resolution to appropriate the sum of $250,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2016 Capital Budget and Program for this request.

As part of the County Executive's Complete Streets initiative, this funding will provide for the installation and restoration of sidewalks on County roads to advance a safe environment for pedestrian traffic. Additionally, in late 2013, the Department of Justice determined that reconstruction or resurfacing projects must bring sidewalks, traffic signals and handicapped ramps to compliance with today's ADA standards. Improvements will include concrete curb and sidewalk, as well as possible spot drainage modifications.

Locations identified for the Complete Streets initiative are CR 80, Montauk Highway from the vicinity of Louis Avenue to the vicinity of Old Neck Road (Brookhaven); CR 71, Mill Road from the vicinity of Montauk Highway to the vicinity of Oneck Lane (Southampton); and CR 11, Pulaski Road from the vicinity of Stony Hollow to the vicinity of Woods Lane (Smithtown). Additionally, these funds will be used to bring various CP 5014 locations into compliance with ADA. ***It may be necessary to add and/or substitute other locations due to seasonal limitations, changes in priorities or other requirements to be determined by this Department.***

The Suffolk County Council on Environmental Quality has reviewed projects of this nature and have determined that construction and/or restoration of sidewalks on various County roads constitutes a Type II action pursuant to the provisions of Title 6 NYCRR Part 617.5(c) (1), (2), (20) and (27) and the Suffolk County Legislature has concurred with these findings.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP3313(Complete Streets).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration

1672

Intro. Res. No. - 2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. 2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH CONSTRUCTION OF SIDEWALKS ON VARIOUS COUNTY ROADS (CP 5497)

WHEREAS, the Commissioner of Public Works has requested funding for construction in connection with Construction of Sidewalks on Various County Roads; and

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

WHEREAS, sufficient funds are included in the 2016 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 $500,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that this Legislature hereby determines that construction and/or restoration of sidewalks on various County roads constitutes a Type II action pursuant to the provisions of Title 6 NYCRR Part 617.5(C) (1), (2), (20) and (27) since the action involves a legislative decision concerning routine maintenance or repair involving no substantial changes in existing structure and/or replacement, rehabilitation or reconstruction of a structure, in kind, on the same site; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-nine (49) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

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

4th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5497
Project Title: Construction of Sidewalks on Various County Roads

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
1. Planning and Design	$600,000	$50,000B	$0
3. Construction	$6,500,000	$450,000B	$500,000B
TOTAL	$7,100,000	$500,000	$500,000

; and be it further

5th **RESOLVED**, that the proceeds of $500,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5497.337 (Fund 001 Debt Service)	50	Construction of Sidewalks on Various County Roads	$500,000

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 _____ 1672 Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. 2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH CONSTRUCTION OF SIDEWALKS ON VARIOUS COUNTY ROADS (CP 5497)

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

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		June 15, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1672

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$55,906**	**$0.10**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$55,906**	**$0.10**	$0.001

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 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

1672

Term of Bonds	10
Amount to Bond:	$500,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$45,489.57	$10,416.67	$55,906.24	$55,906.24
			$4,734.48	$4,734.48	
11/1/2018	2.000%	$46,437.27	$4,734.48	$51,171.75	$55,906.24
			$4,250.76	$4,250.76	
11/1/2019	2.000%	$47,404.71	$4,250.76	$51,655.47	$55,906.24
			$3,756.96	$3,756.96	
11/1/2020	2.000%	$48,392.31	$3,756.96	$52,149.27	$55,906.24
			$3,252.88	$3,252.88	
11/1/2021	2.125%	$49,400.48	$3,252.88	$52,653.36	$55,906.24
			$2,738.29	$2,738.29	
11/1/2022	2.125%	$50,429.66	$2,738.29	$53,167.95	$55,906.24
			$2,212.98	$2,212.98	
11/1/2023	2.125%	$51,480.28	$2,212.98	$53,693.26	$55,906.24
			$1,676.73	$1,676.73	
11/1/2024	2.125%	$52,552.78	$1,676.73	$54,229.51	$55,906.24
			$1,129.30	$1,129.30	
11/1/2025	2.250%	$53,647.63	$1,129.30	$54,776.94	$55,906.24
			$570.47	$570.47	
11/1/2026	2.375%	$54,765.29	$570.47	$55,335.77	$55,906.24
11/1/2027		$500,000.00	$59,062.37	$559,062.37	$559,062.37
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1672

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1672

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2016 Capital Budget and Program and Appropriating funds in connection with Installation of Sidewalks on Various County Roads (CP 5497)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for construction to repair/replace or install sidewalk along County roads. Improvements include repairing and/or replacement of sections of sidewalk, or installation of sidewalk where there is none existing and may include the removal of trees and spot drainage modifications. Slope grading and seeding may also be required.

SUMMARY OF SPECIFIC PROVISIONS: Offset has been identified in CP 5497 (Planning - $50,000), as the proposed locations are fully designed and no additional engineering funds are needed at this time.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to continue the installation of sidewalks along County Roads as part of the County Executive's Complete Streets initiative.

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

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1672

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: June 9, 2016
(replaces April 26, 2016 request)

RE: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with Construction of Sidewalks on Various County Roads (CP 5497)

Attached is a draft resolution to appropriate the sum of $500,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2016 Capital Budget and Program for this request by shifting $50,000 from CP 5497 (Planning), as the proposed locations are fully designed and no additional engineering funds are needed at this time.

In late 2013, the Department of Justice determined that reconstruction or resurfacing projects must bring sidewalks, traffic signals and handicapped ramps to compliance with today's ADA standards. Additionally, as part of the County Executive's Complete Streets initiative, this funding provides for the installation and restoration of sidewalks on County roads to advance a safe environment for pedestrian traffic. Improvements include concrete curb and sidewalk, as well as possible spot drainage modifications.

Locations identified for sidewalk installation and/or repair are CR 80, Montauk Highway from the vicinity of Louis Avenue to the vicinity of Old Neck Road (Brookhaven); CR 71, Mill Road from the vicinity of Montauk Highway to the vicinity of Oneck Lane (Southampton); and CR 11, Pulaski Road from the vicinity of Stony Hollow to the vicinity of Woods Lane (Smithtown). Additionally, these funds will be used to bring various CP 5014 locations into compliance with ADA. ***It may be necessary to add and/or substitute other locations due to seasonal limitations, changes in priorities or other requirements to be determined by this Department.***

The Suffolk County Council on Environmental Quality has reviewed projects of this nature and have determined that construction and/or restoration of sidewalks on various County roads constitutes a Type II action pursuant to the provisions of Title 6 NYCRR Part 617.5(c) (1), (2), (20) and (27) and the Suffolk County Legislature has concurred with these findings.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5497(Sidewalks) REV 6.9.16.doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration

1673

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING EXECUTION OF A ROAD MAINTENANCE AGREEMENT WITH THE TOWN OF EAST HAMPTON

WHEREAS, the County of Suffolk and the Town of East Hampton entered into an Intermunicipal agreements for the exchange of road maintenance services pursuant to Resolution Nos. 1227-1990, 384-1997, 987-2001, 1404-2005 & 1184-2011, which exchange of services has been mutually beneficial; and

WHEREAS, the Town of East Hampton and the county of Suffolk wish to continue this exchange of services and have adopted East Hampton Town Resolutions 649-2016 and 691-2016; and

WHEREAS, the above parties have negotiated an agreement which they will continue to make available each other's workers, equipment, materials and services of their respective Department of Public Works for their mutual benefits; no, therefore be it

1st RESOLVED, that the County hereby authorizes the County Executive, or his designee, to execute an agreement on behalf of the County of Suffolk with the Town of East Hampton; and be it further

2nd 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) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the resolution concerns routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment, and adoption of a local legislative decision in connection with the same; and the Legislature has no further responsibilities under SEQRA; and be it further

3rd RESOLVED, that the road maintenance agreement and all other contract documents shall be subject to the approval of the County Attorney.

DATED: , 2016

APPROVED BY:

_____

County Executive of Suffolk

Date of Approval:

1673

TOWN OF EAST HAMPTON

159 Pantigo Road
East Hampton, New York 11937
Phone: (631) 324-8787 Fax: (631) 329-5371

MICHAEL P. SENDLENSKI
Town Attorney
JOHN C. JILNICKI
Senior Assistant Town Attorney

Assistant Town Attorneys
ELIZABETH L. BALDWIN
HOPE B. DE LAUTER
NANCYLYNN THIELE

June 6, 2016

Via Overnight Mail
Department of Public Works
County of Suffolk
335 Yaphank Avenue
Yaphank, New York 11980-9744

Re: Town of East Hampton Road Maintenance Agreement

Dear Sir:

Enclosed herewith is one (1) original of the current referenced intermunicipal agreement between the Town and Suffolk County which has been signed the Supervisor and the Superintendent of Highways. Please return one fully executed copy to our office at your earliest convenience.

Should you have any questions please do not hesitate to contact Senior Assistant Town Attorney John Jilnicki at (631)324-8787.

Very truly yours,

Christina M. Arkinson
Paralegal Assistant

Enclosures

1673

TOWN OF EAST HAMPTON ROAD MAINTENANCE AGREEMENT

This Agreement (**"Agreement"**) is between the **County of Suffolk (**"**County**"**)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Public Works (**"**Department**"**)**, located at 335 Yaphank Avenue, Yaphank, New York 11980-9744; and

Town of East Hampton ("**Town**"**),** a municipal corporation of the State of New York, having its principle offices located at 159 Pantigo Road, East Hampton, New York 11937.

The parties hereto desire to make available to each other the personnel, equipment, materials and services for their respective Departments of Public Works for the purpose of maintaining certain County and Town roads located within the Town of East Hampton.

Term of the Agreement: January 1, 2016 through December 31, 2020.

Total Cost of the Agreement: A total amount over the term of the Agreement not to exceed $603,725, or not to exceed $120,745 annually, plus striping of County roads by the Town as an additional service, if done, as set forth in paragraph 2 of Exhibit E.

Terms and Conditions: Shall be as set forth in Articles I through III, and Exhibits 1 and 2, attached hereto and incorporated herein.

In Witness Whereof, the parties hereto have executed the Agreement as of the latest date written below.

TOWN OF EAST HAMPTON

By: _____
Larry Cantwell
Supervisor

Date: 6/3/16

Fed. Tax ID # 11-6001927

By: _____
Stephen K Lynch
Superintendent of Highways

Date: 5/19/16

COUNTY OF SUFFOLK

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

Approved: Department of Public Works

By: _____
Gilbert Anderson, P.E., Commissioner

Date: _____

Approved as to Legality:
Christine Malafi, County Attorney

By: _____
Basia Deren Braddish
Assistant County Attorney

Date: _____

1673

List of Articles & Exhibits

Article I
Description of Duties and Obligations

Article II
Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Budget and Specific Payment Terms and Conditions

Article III
County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractors Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims
22. Confidentiality
23. Assignment and Subcontracting
24. No Intended Third Party Beneficiaries
25. Certification as to Relationships
26. Publications and Publicity
27. Copyrights and Patents
28. Arrears to County
29. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
30. Notice

1673

Exhibit 1
Suffolk County Legislative Requirements

1. Contractor's/Vendors Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Work Experience Participation
11. Suffolk County Local Laws Website Address

Exhibit 2
Authorizing Resolutions

Appendix

Public Disclosure
Living Wage
Union Certification
Lawful Hiring

1673

Article I
Description of Duties and Obligations

Whereas, the parties hereto, having mutual interests and purposes in maintaining certain County and Town roads located with the Town of East Hampton; and

Whereas, there was a prior agreement for such work, which expired on December 15, ~~2010~~ 2015; and

Whereas, the Town has been designated to received funds from the County in support of the agreement as described herein; and

Whereas, County Legislative Resolution No. ___-____ authorized the County to enter into an agreement with the Town for this Road Maintenance Agreement (hereinafter "the Agreement"); and

Whereas, pursuant to Town Board Resolution No. 2016-69 Town of East Hampton authorized the Town Supervisor to execute a Road Maintenance Agreement with the County;

Now, Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

A. The Town agrees to expend the monies made available pursuant to this Agreement.

B. The Town shall perform all work in accordance with this Agreement. Changes may not be made to the Agreement description set forth herein without prior written approval of the Department. Such approval may be granted provided that the changes are not substantive and do not alter the scope and intent of basic elements of the Project.

C. The Town represents that it is a municipal corporation under the laws of the State of New York, and that it has all requisite power and authority to enter into this Agreement.

D. The Town represents that this Agreement has been executed by the Town in such manner and form as to comply with all applicable laws to make this Agreement a valid and legally binding act and agreement of the Town.

E. The Town agrees to comply with all applicable federal, state and local laws and ordinances.

F. The County, at its option, may undertake the double-centerline striping of Town roads.

G. The Town shall maintain 12.71 miles of County roads located within in the Town, as outlined below:

	Miles
CR 40, CR 40A: Three Mile Harbor Road from East Hampton Village Line (Cedar Street) northerly to 200 feet north of Copeces Lane	2.51
CR 41: Springs-Amagansett (Fireplace) Road from Three Mile Harbor Road, CR 40, northerly to end of concrete (n/s of Woodbine Drive)	3.06
CR 49, 95: Edgemere Street, Flamingo Avenue, from Montauk Highway, NYS Rt. 27, northerly along Edgemere Street to Flamingo Avenue, then northeasterly to West Lake Drive, CR77	3.10
CR 77: West Lake Drive, from Montauk Highway, NYS Rt. 27, northerly	3.05

past its intersection with Flamingo Avenue, CR 49, then around the loop returning to the intersection with CR 49

CR 59: Long Lane from East Hampton Village Line northwesterly to 870 feet ± south of Stephen Hands Path (end of concrete) 0.99

H. If the County agrees to stripe County roads under this Agreement, a list of the roads to be striped by the County shall be submitted by the Town to the County Commissioner of Public Works by April 1st of each year this Agreement is in effect, and said striping shall be performed on or before June 1st of the same year.

I. The term "maintenance" as used in the Agreement means and includes, but is not limited to: (a) salting, sanding and snow plowing; (b) litter pick-up; (c) catch basin and drainage pipe cleaning; (d) snow fence installation; (e) brush cutting, tree trimming and removal; (f) installation of signs which are to be supplied by the County; (g) minor manhole and catch basin repair; (h) mowing areas adjacent to the County roads; (i) emergency callout work, including traffic accidents; (j) special markings, such as school crossings; (k) street sweeping at least three times a year, and upon special occasions, emergencies and valid citizen complaints; and (l) pavement patching.

Any new or replacement of underground drainage system components shall be at the responsibility of Suffolk County.

J. The County shall be responsible for line striping of County roads, unless the Town, at the request of the County, agrees to provide line striping of County roads as an additional service under this agreement; and major work, *i.e.*, road reconstruction under a Capital Program on the County roads within the Town.

K. All work performed under this Agreement shall, at all times, be under the supervision of the County Commissioner of Public Works and/or his designee, and his decisions and interpretations of this Agreement shall be conclusive and binding on both parties hereto.

L. The Town Superintendent of Highways shall have the authority to act for the Town in all matters pertaining to the performance of this Agreement, and shall give his full attention to the work performed by the Town hereunder.

M. Each party shall perform its obligations hereunder with maximum consideration to the safety of the traveling public and the movement of traffic.

N. Each party shall obtain any license(s) or permit(s) required by Federal and/or State authorities in connection with the work to be performed hereunder.

O. All equipment and materials used in connection with any of the work to be performed hereunder shall meet the specifications promulgated by the Commissioner of the County's Department of Public Works and shall be subject to such testing as the said Commissioner deems necessary. Any such equipment and materials rejected by the said Commissioner shall not be used in connection with any work to be performed hereunder.

1673

P. All vehicular equipment shall be equipped, whenever necessary, with adequate and distinctive warning lights and with tow and tire chains, shovels, and other protective devices and tools appropriate and necessary for such equipment.

Q. Warning signs, lights, barriers and guiding devices shall be used to maintain, protect and control traffic whenever necessary to protect the public and workers from damage to person and other protective devices and tools appropriate and necessary for such equipment, which must comply with the most recent Manual of Uniform Traffic Control Devices (MUTCD).

R. The Town must comply with Chapter 380 of the Suffolk County Code regarding pest control,

S. The Town must comply with all Federal, State and Local requirements in accordance with this Agreement.

T. All work to be performed pursuant to this Agreement shall be performed to the satisfaction of the County's Commissioner of Public Works. All legal rights are reserved to the said Commissioner in the event of the Town's failure to properly perform any of the work required or it hereunder.

U. In the event that any work performed by the Town on County roads pursuant to the Agreement is not performed by the Town to the satisfaction of the County's Commissioner of Public Works, the said Commissioner shall have the right to perform such work and to demand and seek from the Town reimbursement of the cost thereof.

V. For so long as this Agreement is in effect, the Town shall have the right to use the facility of the County's Department of Public Works located on Stephen Hands Path in the Town of East Hampton (the "Facility") to facilitate its maintenance per this Agreement. During the term of this Agreement, the Town shall, at is sole cost, expense and effort, maintain the Facility and keep it in good repair. The Town's use of, and responsibility to maintain the Facility shall not deprive the County of access to and use of the Facility.

End of Text for Article I

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Article II
Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and any other Article or Exhibit to this Agreement, this Article shall prevail.

2. General Payment Terms

A. In consideration of the Town's faithfully complying with all of the covenants set forth in the Agreement, the County shall compensate the Town as set forth below.

B. For the Town's maintenance of County roads pursuant to this Agreement, the County shall pay the Town, for each year that this Agreement is in effect, the sum of ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS ($120,745.00). This sum represents $9,500.00 (the Town's per-mile cost of maintenance for Town roads) multiplied by 12.71 (the mileage of County roads to be maintained by the Town, as set forth in Article I of this Agreement).

C. The sum set forth in paragraph B above shall be remitted, in each year that this Agreement is in effect, in two equal payments, the first payment to be made on or before May 15 and the second payment to be made on or before October 15.

D. In the event that, during any year or years that this Agreement is in effect, the County stripes any Town roads (see Article I, Paragraph H), the County shall, during each such year, deduct from the sum set forth in paragraph B above the County per-mile cost to stripe roads multiplied by the mileage of Town roads striped.

E. In the event that during any year or years that this Agreement is in effect the Town stripes any County roads at the County's request (see Article I, Paragraph G), the Town shall, during each such year, bill the County in addition to the sum set forth in Paragraph B above, at the Town's per-mile cost to stripe roads multiplied by the mileage of County roads striped.

Presentation of Suffolk County Payment Voucher
In order for payment to be made by the County to the Town pursuant to this Agreement, the Town shall prepare and present a Suffolk County Payment Voucher ("Voucher"), which shall be documented by sufficient, competent and evidential matter.

Voucher Documentation
To the extent applicable to the Agreement, the Town shall prepare and present a claim form supplied by

the County (Suffolk County Payment Voucher) together with certified and itemized statement in support of the payment for the work, services or expenditures incurred under this Agreement, to reflect all charges due thereon.

Payment by County
The Town agrees to comply in full with and payment shall be made to the Town in accordance with the Comptroller's Rules and Regulations for Payment by the County. Payment shall be made within thirty (30) days after approval of the Voucher by the Comptroller of the County of Suffolk. The acceptance by the Town of full payment of all billings made on the final invoice for each item listed herein shall operate as and shall be a release to the County from all claims and liability to the Town, its successors, legal representatives and assigns, for anything done or furnished under and by provisions of such documents.

Taxes
The charges payable to the Town under this Agreement are exclusive of Federal, State and local taxes, the County being a municipality exempt from payment of such taxes, to the extent that the Town is not obligated to pay same.

Limitation On Use of Funds
The funds provided by the County pursuant to this Agreement shall be utilized strictly for services as outlined in Article I, Paragraph I, and shall not be utilized to provide fiscal relief to the Town or any of its agencies, contractors, or assigns, or to support or supplant operating costs or any administrative expenses of the Town.

3. **Agreement Subject to Appropriation of Funds and Budget Deficiency Plans**
The Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated by the Legislature for the Services.

4. **Specific Payment Terms and Conditions**
The County shall pay the Town an amount not to exceed the amount as set forth on page one of this Agreement as the "Total Cost of the Agreement", for the labor, services and or purchase contemplated in this Agreement, notwithstanding the total amount of time expended and any additional payment due for striping County roads pursuant to paragraph E. In no event shall the payment under this Agreement the total cost of agreement, unless authorized in writing by the Department.

End of Text for Article II

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Article III
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Agreement:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Agreement.

2. Meanings of Terms

As used in the Agreement:

"Agreement" means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

"Comptroller" means the Comptroller of the County of Suffolk.

"Contractor" means the Town, signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.

"County" means the County of Suffolk, its departments, agents, servants, officials, and employees.

"County Attorney" means the County Attorney of the County of Suffolk.

"Department" means the signatory department approving the Agreement.

"Engineering Services" means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

"Event of Default" means

a. The Contractor's failure to maintain the amount and types of insurance required by the Agreement; or

b. The Contractor's failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

c. The Contractor's bankruptcy or insolvency; or

d. The Contractor's failure to cooperate in an Audit; or

e. The Contractor's falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any agreement with the County; or

f. The Contractor's failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

g. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

h. Any condition the County determines, in its sole discretion, is dangerous.

"Federal" means the United States government, its departments and agencies.

"Fund Source" means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

"Legislature" means the Legislature of the County of Suffolk.

"Services" means all that which the Contractor must do and any part thereof arising out of, or in connection with, the Agreement necessary to provide the services described in this Agreement.

"State" means the State of New York.

"Suffolk County Payment Voucher" means the document authorized and required by the Comptroller for release of payment.

"Term" means the time period set forth on page one of the Agreement unless sooner terminated as set forth in this Agreement.

"Town" means the Town, its departments, agents, servants, officials, and employees.

3. Contractor Responsibilities

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities in the interest of the County in accordance with the provisions of

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the Agreement.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Agreement.

4. **Qualifications, Licenses, and Professional Standards**

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. **Notifications**

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Agreement remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. **Documentation of Professional Standards**

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Agreement. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. **Credentialing**

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. **Engineering Certificate**

In the event that the Agreement requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

9. **Termination**

a. **Event of Default; Termination on Notice**

i.) The County may immediately terminate the Agreement, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Agreement, the County may terminate the Agreement, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

iii.) The parties to this Agreement may agree to terminate this Agreement at any time, according to mutually agreed upon terms and conditions which are set forth in writing and executed by both the County and the Town. Such terms and conditions shall include appropriate provisions whereby the County may continue the work as described in Article I of this Agreement.

iv) If the Town, before completion, discontinues the project, the County, by written notice to the Town, may terminate any or all of the County's obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

v.) Upon receipt of a notice of termination or suspension, the Town shall promptly carry out the actions required by such notice which may

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include furnishing a status report on the progress of the work.

b. **Duties upon Termination**

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) The County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Agreement, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Agreement. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's legal or equitable remedies, or other rights available to it as set forth in the Agreement.

10. **Indemnification and Defense**

a. To the greatest extent permitted by law, the Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Agreement.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright due to the Contractor's actions in carrying out its duties under this Agreement.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Agreement, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees for the defense of any such suit.

11. **Insurance**

a. The Contractor shall continuously maintain, during the Term of the Agreement, insurance in amounts and types as follows:

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of the Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii.) **Workers' Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth above in the immediate preceding paragraphs.

c. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Agreement, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy

evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Contractor shall furnish to the County, prior to the execution of the Agreement, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from any payments due the Town under this Agreement or any other agreement between the County and the Town.

g. If the Town has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Agreement shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

It is expressly agreed that if any term or provision of the Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

14. Merger; No Oral Changes

It is expressly agreed that the Agreement represents the entire agreement of the parties and that all previous understandings are herein merged in the Agreement. No modification of the Agreement shall be valid unless in written form and executed by both parties.

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

i.) deny any individual the Services provided pursuant to the Agreement; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Agreement; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Agreement; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Agreement; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Agreement.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Agreement with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

i.) the Services to be provided, or

ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Agreement are secular in nature. No funds received pursuant to the Agreement shall be used for sectarian purposes or to further the

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advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Agreement in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Agreement and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Agreement.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

23. Assignment and Transfer

a. The Contractor shall not delegate its duties under the Agreement, or assign, transfer, convey, or otherwise dispose of the Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be a material default by the Contractor.

24. No Intended Third Party Beneficiaries

The Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Agreement and no third party shall have the right to make any claim or assert any right under the Agreement.

25. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Agreement and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County.

26. Publications and Publicity

a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all such printed matter or other publication shall contain the following statement in clear and legible print:

> "This publication is fully or partially funded by the Suffolk County Executive's Office."

b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

27. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Agreement, the Contractor may apply for and secure for itself patent protection. However, the County

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reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

28. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, agreement, or any other lawful obligation, and is not in default to the County as surety.

29. Lawful Hiring of Employees Law in Connection with Agreements for Construction or Future Construction

In the event that the Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

30. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Agreement and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the County relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The County shall report to the Contractor in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to The Agreement.

End of Text for Article III

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Exhibit 1
Suffolk County Legislative Requirements

1. **Contractor's/Vendor's Public Disclosure Statement**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form:
Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. **Living Wage Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service agreements and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:
Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Agreement)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. **Use of County Resources to Interfere with Collective Bargaining Activities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code, including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. The Contractor shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form:
Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit."

4. **Lawful Hiring of Employees Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, agreement, subcontract, license agreement, lease or other financial

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compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed agreement, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County agreement, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed agreement, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any agreement and upon the renewal or amendment of the agreement, and whenever a new contractor or subcontractor is hired under the terms of the agreement.

The contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Agreement for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees."

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. **Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no agreement for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. **Child Sexual Abuse Reporting Policy**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County local law that may become applicable during the term of the Agreement with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Agreement, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding

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of guilty after a trial or a plea of guilty to an offense covered under the provision of section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section 590-3 of Article III of Chapter 590 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Agreement in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Work Experience Participation

In accordance with Local Law No. 44-2009, (Suffolk County Code Chapter 419-14), all contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of the County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at http://www.co.suffolk.ny.us.

End of Text for Exhibit 1

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Exhibit 2
COUNTY AND TOWN AUTHORIZING DOCUMENTS

2-A **Suffolk County Legislative Resolution No. _____ - 2011, "Authorizing Execution of a Road Maintenance Agreement with the Town of East Hampton".**

2-B **Town Board Resolution No. >>, dated June 2, 2016, "Authorizing Execution of a Road Maintenance Agreement with Suffolk County"**

East Hampton Town Board
159 Pantigo Road
East Hampton, NY 11937

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Carole Brennan
Town Clerk

www.ehamptonny.gov

ADOPTED

RESOLUTION 2016-691

Meeting: 06/02/16 06:30 PM
DOC ID: 16897

Approval Road Maintenance Agreement Between the Town of East Hampton and Suffolk County

Whereas, the Town of East Hampton has historically maintained County owned roads within the township, and

Whereas, the Town Highway Superintendent has reviewed and recommended a new agreement between Suffolk County and the Town for the period January 1, 2016 and December 31, 2020 that requires the County to pay an amount not to exceed $120,745 annually to the Town for the maintenance of about 12.71 miles of County roads (with an additional charge for any striping the Town does) located within the Town, and

Whereas, the agreement requires a Town Board resolution of approval, now therefore be it

Resolved, that the Town Board accepts the agreement between the County of Suffolk and the Town of East Hampton to provide maintenance of County roads in the Town as enumerated in the agreement reviewed and recommended for approval by the Town Highway Superintendent, and be it further

Resolved, that the Town Supervisor is directed to sign the aforementioned agreement with the County of Suffolk.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Larry Cantwell, Supervisor
SECONDER:	Peter Van Scoyoc, Councilman
AYES:	Peter Van Scoyoc, Sylvia Overby, Fred Overton, Larry Cantwell
ABSENT:	Kathee Burke-Gonzalez

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RESOLUTION 2016-649

Item # 4.A.12

ADOPTED

DOC ID: 16893 A

Inter-Municipal Agreement - Highway Maintenance

WHEREAS, the Town of East Hampton (Town) and Suffolk County (County) through its Department of Public Works have proposed an inter-municipal agreement by which the parties will make available to each other the personnel, equipment, materials and services for the purpose of maintaining certain County and Town roads located within the Town of East Hampton, pursuant to County local law #10-PW-020; and

WHEREAS, the Town may receive, as a result of such Agreement, a total sum of $603,725.00 for the term of the Agreement, not to exceed $120,745 annually, plus striping of County roads by the Town as an additional service, if performed pursuant to the terms of the Agreement; and

WHEREAS, the Agreement has been recommended by the Town Superintendent of Highways; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign on behalf of the Town the Road Maintenance Agreement with the County of Suffolk pursuant to County Local Law 10-PW-020, for maintenance of roads within the Town belonging to the Town and the County, for the term of January 1, 2016 through December 31, 2016.

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**

MOVER: Peter Van Scoyoc, Councilman

SECONDER: Sylvia Overby, Councilwoman

AYES: Peter Van Scoyoc, Sylvia Overby, Fred Overton, Larry Cantwell

ABSENT: Kathee Burke-Gonzalez

COUNTY OF SUFFOLK

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STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: June 27, 2016

RE: **AUTHORIZING EXECUTION OF A ROAD MAINTENANCE AGREEMENT WITH THE TOWN OF EAST HAMPTON**

Attached is a draft resolution (filed as Reso-DPW-East Hampton Road Maintenance Agreement) and the appropriate forms (filed as Backup-DPW- East Hampton Road Maintenance Agreement-SCIN 175 A&B), which will continue to enable a road maintenance agreement between the County and the Town of East Hampton.

This road maintenance agreement is a continuation of a mutually beneficial arrangement between the County and the Town of East Hampton.

GA:bd
Encl.

cc: Cliff Mitchell, Highway Maintenance Supervisor
Chuck Jaquin, Exec. Asst. for Finance & Administration
CE RESO REVIEW

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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

Authorizing the Execution of a Road Maintenance Agreement with the Town of East Hampton

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 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

Total cost of the agreement is not to exceed $603,725 for the term of the agreement or shall not exceed $120,745 annually

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

total cost not to exceed $603,725

8. Proposed Source of Funding

2016 operating budget

9. Timing of Impact

1/1/16 - 12/31/20

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Gilbert Anderson, P.E. Commissioner SCDPW Theresa Lollo Budget Office		6/27/16 7/11/16

SCIN FORM 175B (10/95)

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

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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

2016 INTERGOVERNMENTAL RELATIONS 1673
MEMORANDUM OF SUPPORT

TITLE OF BILL: Authorizing the Execution of a Road Maintenance Agreement with the Town of East Hampton.

PURPOSE OR GENERAL IDEA OF BILL: This Agreement is a continuation of an exchange of services that has been mutually beneficial to the County and the Town of East Hampton.

SUMMARY OF SPECIFIC PROVISIONS: The above parties have negotiated an agreement that will maintain the current cooperation exchanged between the County and the Town of East Hampton in regards to maintenance on County owned roadways.

JUSTIFICATION: This agreement continues an ongoing relationship with the Town of East Hampton in regards to certain maintenance on County Roads.

FISCAL IMPLICATIONS: An agreed upon amount of $603,725 for the term of the agreement or not to exceed $120,745 annually.

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Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH (NYS OMH) TO CONCERN FOR INDEPENDENT LIVING AND OPTIONS FOR COMMUNITY LIVING FOR MOBILE RESIDENTIAL SUPPORT SERVICES

WHEREAS, the New York State Office of Mental Health (NYS OMH) has issued additional State Aid in the amount of $137,538 effective July 1, 2016 for the expansion of the mobile residential support teams; and

WHEREAS, these additional funds are to be used to increase staffing for the three mobile residential support teams which cover Western Suffolk, Central Suffolk and Eastern Suffolk; and

WHEREAS, the New York State Office of Mental Health (NYS OMH) has directed the allocation of this funding to Concern for Independent Living and Options for Community Living, the two providers of these services; and

WHEREAS, this additional 100% State Aid is not currently included in the 2016 Adopted Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Comptroller be and hereby is authorized to accept and appropriate $137,538 in additional State Aid as follows:

REVENUES:

001-3493 Community Support Services $137,538

ORGANIZATIONS:

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4330-4980

XORG	OBJECT NAME	2016 Adopted Budget	Increase/ Decrease	2016 Modified Budget
JWT1	Concern Mobile	$505,827	$91,738	$597,565
JWU1	Options Mobile	$252,913	$45,800	$298,713

and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute contract amendments with Concern for Independent Living and Options for Community Living; and be it further

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

HSV# 43-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1674

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed

AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH (NYS OMH) TO CONCERN FOR INDEPENDENT LIVING AND OPTIONS FOR COMMUNITY LIVING FOR THE PURPOSE OF EXPANDING MOBILE RESIDENTIAL SUPPORT TEAMS

3. Purpose or Proposed Legislation

This legislation is needed to allocate 100% additional State Aid from the New York State Office of Mental Health to Concern for Independent Living and Options for Community Living for the expansion of Mobile Residential Support Team Services.

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

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

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

6. If the answer to item 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% State Aid from New York State Office of Mental Health

9. Timing of Impact

Immediate upon approval of the resolution and execution of contract amendments with providers.

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Susan B. Hodosky *Principal Financial Analyst*	Susan B. Hodosky	7/1/16
Suzanne MARTIN Pr Budget Examiner	Suzanne Martin	7-11-16

SCIN FORM 175b (10/95)

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

1674

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:

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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

NEW YORK STATE OF OPPORTUNITY. | Long Island Field Office

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ANDREW M. CUOMO
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

MARTHA A. CARLIN, PsyD
Director

June 17, 2016

Ms. Ann Marie Csorny, LCSW-R, Director
Suffolk County Department of Health Services
Division of Community Mental Hygiene Services
North County Complex - 725 Veterans Memorial Highway
Building C-928
Hauppauge, New York 11788

Re: Expansion of Mobile Residential Support Teams

Dear Ms. Csorny:

The New York State Office of Mental Health (OMH) is pleased to direct the allocation of $137,538 in Expanded Community Support Adult State aid funding to Concern for Independent Living and Options for Community Living to increase staffing for the three existing Mobile Residential Support Teams in Suffolk County effective July 1, 2016 ($275,076 annualized). These funds are included in your 2016 State aid approval letter (OMH funding code 142A) and represent a 100 percent State participation rate. These funds should be reported as Advocacy/Support Services (program code 1760) on all OMH financial reports. The OMH distribution of these funds is as follows:

Provider	2016 Allocation	2017 Annualized
Concern for Independent Living	$ 91,738	$183,476
Options for Community Living	45,800	91,600
Total:	$137,538	$275,076

Please feel free to contact Shalendra Ramadhin at (631) 761-3334 or myself should you have any questions or concerns.

Sincerely,

Martha Carlin, PsyD.
Director - OMH Long Island Field Office

cc: Michael Katz
Helen Messemer
Shalendra Ramadhin
Barbara Russo

NEW YORK STATE OF OPPORTUNITY. | Office of Mental Health

Aid to Localities Financial System

Attachment A
Funding Source Allocation Table
County Code: 52 County Name: Suffolk
Year: 2016

Print Date : 06/16/2016 09:43 AM
Printed By : 70370HEM

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Local Assistance	001A	MHPFA	$146,580	$0	$146,580	$146,580	$0	$146,580	
Community Support Services	014	MHPFA	$3,846,910	$0	$3,846,910	$3,844,308	$0	$3,844,308	

Remarks

Reduction of $28,618 in LFY 2016 (FAV$31,220) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Addition of $22,636 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Adult Case Management & ACT	034J	MHPFA	$980,964	$0	$980,964	$980,964	$0	$980,964	
C&F Case Management	034K	MHPFA	$500,566	$0	$500,566	$469,112	$47,184	$516,296	

Remarks

Additional allocation of $47,190 (annualized) ($18,876 ICM and $28,314 SCM) related to State Aid Manager funding increase for Children's Case Management in support of the non-medicaid clients, effective 4/1/16.

CPEP	036	MHPFA	$0	$0	$0	$0	$0	$0	
Peer & Rehab. Sup.	037A	MHPFA	$664,019	$0	$664,019	$724,384	$0	$724,384	

Remarks

Addition of FAV$724,384 due to transfer of funds for the opening of for 2/1/16 wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

Addition of $664,019 in LFY 2016 (FAV$724,384) due to transfer of funds for 2/1/16 opening of wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

Addition of $664,019 in LFY 2016 (FAV$724,386) due to transfer of funds for 2/1/16 opening of wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

PROS State Aid	037P	MHPFA	$1,289,126	$0	$1,289,126	$1,281,376	$0	$1,281,376	

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Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Clarification of 4/1/16 reduction. Reduction of $38,750 in LFY 2016 (FAV$46,500) due to closure of Family Service League Journey House PROS on 3/1/16.

Reduction of $15,500 (FAV $46,500) due to closure of Family Service League Journey House PROS on 3/1/16.

Effective 1/1/2016, PROS Residual State Aid and PROS Vocational Initiative funding recalculated based upon monthly census data reported in CAIRS. CY 16 funding amounts are: Association for Mental Health and Wellness - Pollack Center for Recovery and Wellness State Aid $99,604 , Vocational Funding $94,432; Association for Mental Health and Wellness - Synergy Center for Recovery and Wellness State Aid $47,736, Vocational Funding $45,260; Family Service League, Inc. - Journey House State Aid $23,868, Vocational Funding $22,632; Federation of Organizations - Recovery Concepts at Babylon State Aid $38,100, Vocational Funding $36,120; Federation of Organizations - Recovery Concepts at Patchogue State Aid $61,508, Vocational Funding $58,312; Hands Across Long Island - HALI U State Aid $60,588, Vocational Funding $57,444; Family Service League, Inc. - Stepping Stones State Aid $27,084, Vocational Funding $25,676; Jewish Board of Family & Children Services ¿ Copiague State Aid $71,144, Vocational Funding $67,452; Maryhaven Center of Hope, Inc. - Maryhaven PROS East (Riverhead) State Aid $51,868, Vocational Funding $49,176; Pederson-Krag Center, Inc. - PK PROS East State Aid $86,292, Vocational Funding $81,812; Pederson-Krag Center, Inc. - PK PROS North State Aid $39,936, Vocational Funding $37,860; Skills Unlimited, Inc. - Success PROS State Aid $20,196, Vocational Funding $19,148; Phoenix Houses of Long Island, Inc. - Foundation for Integrated Recovery Services State Aid $34,428, Vocational Funding $32,640; Maryhaven Center of Hope, Inc. - Maryhaven PROS West (Yaphank) State Aid $19,280, Vocational Funding $18,280

Legislative Add: Veteran P2P Pilot Prog	038F	MHPFA	$285,000	$0	$285,000	$0	$0	$0	

Remarks

Last liability date is 10/1/16; no AV needed.

This is a Legislative grant ($285,000) as per the 2015-16 NYS Enacted Budget. This funding will be closed out after June 30, 2017. The funding is to support a pilot program for veterans suffering from PTSD using individual and small group peer-to-peer counseling methods. The program is to be administered by Suffolk County Veterans Service Agency. County should use Program Code 1190 (Special Legislative Grant) for OMH Financial Reporting.

Adult Family Support	039G	MHPFA	$24,260	$0	$24,260	$24,260	$0	$24,260	
Forensics	039J	MHPFA	$84,000	$0	$84,000	$84,000	$0	$84,000	

Remarks

Effective 1/1/2016, additional funding of $84,000 (FAV) to create and/or expand transitional care coordination services focused on the forensic population at $6,000 per supported housing bed. Program code 1760 (Advocacy/Support Services) should be used on all OMH financial reporting documents.

Psych Rehab	039L	MHPFA	$4,797	$0	$4,797	$0	$0	$0	

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Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Reduction of $52,767 in LFY 2016 (FAV$57,564) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Clinical Infrastructure-Adult	039P	MHPFA	$827,700	$0	$827,700	$827,700	$0	$827,700

Remarks

Allocation increased by $15,014 (FAV=$30,028) from funding source code 200 (transfer) to support the SPOA program, per LGU request. Effective 01/01/2016.

The allocation funds an Adult Clinical Infrastructure program and is complemented with Federal CMHS Block Grant-Adult funds (FC 041).

Addition of $10,072 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Innovative Psychiatric Rehabilitation	039Q	MHPFA	$220,048	$0	$220,048	$220,048	$0	$220,048

Remarks

Addition of $2666(FAV=$5332) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

CMHS Block Grant Adult	041	F	$926,874	$0	$926,874	$926,874	$0	$926,874

Remarks

The allocation includes funding for an Adult Clinical Infrastructure program ($504,301) and Community Support Programs ($422,573). These funds are complemented with Mental Hygiene Program Funds for Adult Clinical Infrastructure (FC 039P), and Commuinty Support Programs (FC 014). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers.

CMHS Block Grant C&F	044	F	$1,036,517	$0	$1,036,517	$1,036,517	$0	$1,036,517

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

The allocation includes funding for a C&F Clinical Infrastructure program ($116,375), C&F Community Support Programs ($319,291), C&F Emergency Services ($225,000), and C&F MICA prevention programs ($375,851). These funds are complemented with General Funds for the C&F Clinical Infrastructure program (FC 046A), C&F Community Support Programs (FC 046L), and C&F Emergency Services (FC 046G). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers

Clinical Infrastructure-C&F	046A	MHPFA	$272,992	$0	$272,992	$172,304	$167,814	$340,118

Remarks

Addition of $656 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

The allocation funds a C&F Clinical Infrastructure program

Emergency Services C&F	046G	MHPFA	$77,680	$0	$77,680	$77,680	$0	$77,680

Remarks

The allocation funds a Home-Based Crisis Intervention program.

Addition of $2,736 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Community Support Programs-C&F	046L	MHPFA	$1,556,340	$0	$1,556,340	$1,556,340	$0	$1,556,340

Remarks

The allocation includes funding for C&F Family Support Services, a Coordinated Children's Services Initiative program, community respite services, MICA prevention programs, and a School Based Mental Health program at the Huntington Intermediate, J. Taylor Finley Middle, and Woodhull Intermediate Schools in Huntington, NY, and the Riverhead Middle and Riverhead Alternative Schools in Riverhead, NY. This allocation is complemented with Federal CMHS Block Grant-C&F funds (FC 044).

Addition of $20,392 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

PATH	048A	F	$256,638	$0	$256,638	$256,639	$0	$256,639

1674

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

PATH funding to provide outreach, counseling and case management services to Suffolk County's homeless population. Federal PATH Grant funds are covered under CFDA Number 93.150. Counties and subcontract agencies are referred to OMH's Federal Funds Guidelines for important information about Federal certification, audit reporting, monitoring, and restrictions and prohibitions on expenditures.

2000 bed Capital Plan	072F	MHPFA	$533,035	$0	$533,035	$533,035	$0	$533,035	
Supported Housing	078	MHPFA	$176,852	$0	$176,852	$176,852	$0	$176,852	

Remarks

Addition of $1,920 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

CSP Miscellaneous	122	MHPFA	$636,242	$0	$636,242	$0	$0	$0	

Remarks

Vital Access Provider allocation of $248,000 to support one-time, non-recurring expenses for transition of Copiague clinic.

Allocation of $138,242 to support one-time, non-recurring start-up for transition of one (1) 68 slot ACT team.

Vital Access Provider allocation of $250,000 to support one-time, non-recurring expenses for transition of Central Islip clinic.

Expanded Community Support Adult	142A	MHPFA	$1,541,330	$300,880	$1,842,210	$1,541,331	$583,811	$2,125,142	

1674

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Allocation of $273,958 ($547,916 annualized) supports expansion of a Mobile Crisis Team ($136,420; $272,838 FAV) and expansion of a Mobile Residential Support Team ($137,539; $275,078 FAV), effective 7/1/2016. This team will support individuals during the transition process upon long term stay discharge. The program codes to be included on OMH's financial reports are Crisis Intervention (2680) for the Mobile Crisis Team expansion; and Advocacy/Support Services (1760) for the Mobile Residential Support Team expansion. These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Allocation supports: three mobile residential support teams ($758,740 annualized); a hospital alternative respite program ($532,590 annualized); a recovery center ($250,000 annualized), effective 7/1/2014; expansion of an existing 48 slot Assertive Community Treatment (ACT) Team to a 68 slot team ($35,896 annualized), effective 4/1/2016; and expansion of a Mobile Crisis Team ($272,840 annualized) and expansion of a Mobile Residential Support Team ($275,076 annualized), effective 7/1/2016. The program codes to be included on OMH's financial reports are: Advocacy/Support Services (1760), Non-Medicaid Care Coordination (2720), and Outreach (0690) for the residential support teams; Respite Services (0650) for the Hospital Alternative Respite program: Recovery Center (2750) for the East End Recovery Center; Assertive Community Treatment (0800) and Assertive Community Treatment Service Dollars (8810) for the ACT Team expansion; Crisis Intervention (2680) for the Mobile Crisis Team expansion; and Advocacy/Support Services (1760) for the Mobile Residential Support Team expansion. These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Allocation increased by $26,922 ($35,896 FAV) due to expansion of one existing 48 slot ACT Team to a 68 slot ACT Team, effective 4/1/2016.

Allocation supports: three mobile residential support teams ($758,740 annualized); a hospital alternative respite program ($532,590 annualized); and a recovery center ($250,000 annualized), effective 7/1/2014. The 3 mobile support teams program codes to be included on OMH's financial reports are: Advocacy/Support Services (1760), Non-Medicaid Care Coordination (2720), and Outreach (0690). The Hospital Alternative Respite program code to be included on OMH's financial reports is Respite Services (0650). The East End Recovery Center program code to be included on OMH's financial reports is Recovery Center (2750). These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Expanded Community Support C&Y	142B	MHPFA	$557,526	$0	$557,526	$557,527	$0	$557,527	

1674

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Allocation funds 6 non-Medicaid care coordinators ($526,572 annualized) and 1.5 intensive case managers ($30,954 annualized), effective 7/1/2014. The 6 full time Non-Medicaid Care Coordinators program codes to be included on OMH's financial reports are: Non-Medicaid Care Coordination (2720) and Flexible Recipient Service Dollars (1230). The 1.5 C & F ICM managers program codes to be included on OMH's financial reports are: Intensive Case Management (1810) and ICM Service Dollars (1910). These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Trans. Mgmt. Kendra's	170B	MHPFA	$203,464	$0	$203,464	$203,464	$0	$203,464
MGP Admin Kendra's	170C	MHPFA	$52,020	$0	$52,020	$52,020	$0	$52,020
Article 28&31 Closure Re-Invest. (Adult)	175A	MHPFA	$30,000	$0	$30,000	$30,000	$0	$30,000

Remarks

The State aid allocation includes $30,000 (annualized) for peer support (to be reported as Advocacy/Support Services-1760), effective January 1, 2015. These funds are pursuant to the approved Article 28 closure reinvestment plan (Long Beach Medical Center/North Shore University Hospital/Partial Hospitalization Program operated by Pederson Krag). These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Com. Reinvestment	200	MHPFA	$3,254,642	$0	$3,254,642	$3,201,676	$0	$3,201,676

Remarks

Reduction of $15,014 (FAV=$30,028) for transfer to FC 039P. These funds have been identified by the LGU as underspent, and will serve to expand the funding of a SPOA program.

Reduction of $30,028 (FAV=$30,028) for transfer to FC 039P. These funds have been identified by the LGU as underspent, and will serve to expand the funding of a SPOA program.

Reduction of $582,634 in LFY 2016 (FAV$635,600) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Addition of $79,644 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Homeless/MICA	300	MHPFA	$768,947	$0	$768,947	$768,948	$0	$768,948
Commissioner's Perf.	400	MHPFA	$475,012	$0	$475,012	$475,012	$0	$475,012

1674

Attachment A
Funding Source Allocation Table
County Code: 52 County Name: Suffolk
Year: 2016

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Remarks									
Addition of $3,920 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.									
Health Home	570	MHPFA	$3,712,120	$0	$3,712,120	$3,712,120	$0	$3,712,120	
Funding Reduction/COLA	965	MHPFA	$0	$0	$0	$0	$0	$0	
Remarks									
Effective 1/1/16, transfers from FSC 965 to permanent funding codes for 1.1.15 and 4.1.15 Direct Care/Direct Support Staff salary enhancements and 4.1.15 Clinical Staff salary enhancements.									
Grand Total:			**$24,942,201**	**$300,880**	**$25,243,081**	**$23,881,071**	**$798,809**	**$24,679,880**	

1674

COUNTY OF SUFFOLK

1674

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: James L. Tomarken, MD, MPH, MBA, MSW
Commissioner, Department of Health Services

From: Ann Marie Csorny, LCSW
Director, Division of Community Mental Hygiene Services

Date: **June 16, 2016**

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to accept $137,538 in additional 100% OMH state aid for an expansion of Mobile Residential Support Teams in Suffolk County. The funding is effective July 1, 2016, and is being allocated to Concern for Independent Living and Options for Community Living, the two contracted providers of this program.

I am attaching drafts of the fiscal impact statement, intro resolution and routing form as well as the current OMH state aid letter and support letter from the OMH Long Island Field Office which provide further specifics of the funding.

AMC/HM
Enclosures
Cc: S. Hodosky, S.Reagan, D. Holtsford, B. Russo

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DIVISION OF COMMUNITY MENTAL HYGIENE
North County Complex, Building C928, 725 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788
(631) 853-8500 FAX: (631) 853-3117

2016 Intergovernmental Relations
Memorandum of Support

1674

TITLE OF BILL: Amending the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health (NYS OMH) to Concern for Independent Living and Options for Community Living for mobile residential support services.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% additional State Aid for Concern for Independent Living and Options for Community Living for the expansion of mobile residential support team services.

SUMMARY OF SPECIAL PROVISIONS: No special provisions.

JUSTIFICATION: These additional funds will be used to expand the mobile residential support teams which provide supportive services with a focus on maintaining housing in the community for individuals with mental illness in Suffolk County.

FISCAL IMPLICATIONS: To accept and appropriate $137,538 in additional State Aid to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1674

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 29, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health (NYS OMH) to Concern for Independent Living and Options for Community Living for mobile residential support services. These additional funds will be used to expand the mobile residential support teams which provide supportive services with a focus on maintaining housing in the community for individuals with mental illness in Suffolk County.

I enclose a financial impact statement and other materials for this Resolution. If you have any questions on the enclosed, please call Barbara Russo at 3-8533. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH Residential Support.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, MPA, Assistant to the Commissioner of Health Services
Ann Marie Csorny, Director, Division of Community Mental Hygiene Services
Barbara Russo, Principal Financial Analyst
Susan B. Hodosky, Principal Financial Analyst

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3500 Sunrise Highway, Suite 124, P. O. Box 9006, Great River, NY 11739-9006
Phone (631) 854-0000 Fax (631) 854-0108

1675

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES (NYS OPWDD) TO SKILLS UNLIMITED AND UNITED CEREBRAL PALSY (UCP) FOR A COST OF LIVING ADJUSTMENT (COLA)

WHEREAS, the New York State Office For People With Developmental Disabilities (NYS OPWDD) has issued additional State Aid in the amount of $9,675 for a Cost of Living Adjustment (COLA) to accommodate salary increases for direct support professional staff; and

WHEREAS, these additional funds are to be allocated to Skills Unlimited and United Cerebral Palsy (UCP) effective 1/1/16; and

WHEREAS, this additional 100% State Aid is not currently included in the 2016 Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Comptroller be and hereby is authorized to accept and appropriate $9,675 in additional State Aid as follows:

REVENUES:

001-3490 OMH/OPWDD State Aid $9,675

ORGANIZATIONS:

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4320-4980

XORG	OBJECT NAME	2016 Adopted Budget	Increase/ Decrease	2016 Modified Budget
AQA4	Skills Unlimited	$278,253	$1,802	$280,055
AVV1	UCP	$523,506	$7,873	$531,379

and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute contract amendments with Skills Unlimited and United Cerebral Palsy; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval:

HSV# 45-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1675

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation:
AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES (NYS OPWDD) TO SKILLS UNLIMITED AND UNITED CEREBRAL PALSY (UCP) FOR A COST OF LIVING ADJUSTMENT (COLA)

3. Purpose or Proposed Legislation
This legislation is needed to accept and appropriate 100% State Aid from the New York State Office For People with Developmental Disabilities to Skills Unlimited and UCP for a cost of living adjustment (COLA).

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% State Aid from New York State Office For People with Developmental Disabilities.

9. Timing of Impact

Immediate upon approval of the resolution and execution of contract amendments with providers.

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Susan B. Hodosky *Principal Financial Analyst*	Susan B Hodosky	7/1/16
Suzanne MARTIN Pr Budget Examiner	Suzanne Martin	7-11-16

SCIN FORM 175b (10/95)

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

1675

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

1675

Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

January 28, 2016

Mr. Art Flescher, LCSW, CASAC, Director
Suffolk County Dept. of Health Services
Div. of Community Mental Hygiene Services
North County Complex
Building C 928
P. O. Box 6100
Hauppauge, New York 11788

Dear Mr. Flescher:

The New York State Office for People with Developmental Disabilities has approved State Aid to your county for 2016. As a result of actions taken in the 2015-16 State Budget passed by the Legislature, we are approving revised State Aid Amounts as outlined on the attached schedule. Please note that the schedule reflects funding categories according to program and funding types, as well as adjustments made to your State Aid levels.

The 2016 State Aid funding for Local Assistance is being adjusted to accommodate the salary increases for the January 1, 2015 and April 1, 2015 Direct Support Professional (DSP)) initiative. The January 1, 2015 and April 1, 2015 amounts for this initiative were paid directly to the eligible providers with the full amounts included in the 2016 state aid and reflected in the attached chart.

Please note to improve accountability in the spending of OPWDD's limited State Aid and to identify the specific individuals who are being supported with these resources, OPWDD is requiring program information from agencies that have state aid contracts in 2016. This information should include the type of program (services provided), the names of the individuals served, the address of where the individuals live, and TABS number if possible. This information should be sent to James Eugene, Director of Fiscal Services at LIDDRO, 415A Oser Avenue, Hauppauge, New York 11788.

In addition, in an effort to fully maximize federal funding, OPWDD continues to encourage counties to participate in the Federal Salary Sharing program through the Office of Mental Health. Federal Salary Sharing enables States and Counties to receive federal reimbursement for the portion of local government expenditures related to the administration and oversight of Medicaid programs.

***Please note:** There is a 10% hold back on the quarterly advances to the county. These funds will be released based on the submission of final county claim information.*

Adjustments will be made where appropriate to reflect the transfer of workshop/day training funds to day habilitation/prevocational services under the waiver program. Additionally I want to remind you of several policies influencing State Aid:

(1) Prior to receiving local assistance, the recipient agency must have applied for and received, or received formal notification of refusal, of all Federal Aid which may be appropriate for such services.

1675

(2) *Purchase of equipment costing in excess of $1,500, must be included on the equipment list of the County's Final Approved Local Assistance Budget. Equipment not included on the Final Budget will require written approved from the Developmental Disabilities Services Office prior to purchase.*

(3) *Out of State travel must be approved in writing by the Developmental Disabilities Services office prior to departure.*

(4) *Agencies are allowed reimbursement for depreciation and interest on capital costs, which have not already been financed through state and/or federal aid for capital construction costs.*

(5) *Operating costs may include interest incurred on any obligation, which is necessarily related to the efficient and economic delivery of approved services to persons with developmental disabilities.*

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jacquelyn Best
Director, Region 5

JB/JE/ph
cc: *Abiba Kindo*
Christine Carey
Don Moffitt/Scott Ancona
Beth Baker
Brenda Connolly
Margaret Stadnicky
Stella Korotchen
James Eugene

1675

2016 State Aid Spending Plans

Local Assistance Through the County

DDSO	County	Provider	Funding Type	2015 State Aid	1/1 DSP Increase	4/1 DSP Increase	Other Adjustments	2016 State Aid
Long Island	Suffolk	Administration	Non-620	$117,259	$0	$0	$0	$117,259
Long Island	Suffolk	Suffolk UCP	Non-620	$223,030	$3,345	$4,528	$0	$230,903
Long Island	Suffolk	Skills Unlimited	Non-620	$51,059	$766	$1,036	$0	$52,861
Long Island	Suffolk	Administration	620	$4,786	$0	$0	$0	$4,786
Total	XXXX	XXXX	XXXX	$396,134	$4,111	$5,564	$0	$405,809

COUNTY OF SUFFOLK

1675

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: James L. Tomarken, MD, MPH, MBA, MSW
Commissioner, Department of Health Services

From: Ann Marie Csomy, LCSW
Director, Division of Community Mental Hygiene Services

Date: **June 15, 2016**

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to accept $9,675 in additional 100% state aid from the Office for People with Developmental Disabilities (OPWDD) for Cost of Living Adjustment (COLA) increases. This funding is to be allocated to Skills Unlimited and United Cerebral Palsy per the 2016 OPWDD state aid letter.

I am attaching drafts of the fiscal impact statement, intro resolution and routing form as well as the current OPWDD state aid letter which provide further specifics of the funding.

AMC/HM
Enclosures
Cc: S. Hodosky, S.Reagan, D. Holtsford, B. Russo

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(631) 853-8500 FAX: (631) 853-3117

2016 Intergovernmental Relations
Memorandum of Support

1675

TITLE OF BILL: Amending the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office for People with Developmental Disabilities (NYS OPWDD) to Skills Unlimited and United Cerebral Palsy (UCP) for a Cost of Living Adjustment (COLA).

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% State Aid from the New York State Office For People with Developmental Disabilities to Skills Unlimited and UCP for a cost of living adjustment (COLA).

SUMMARY OF SPECIAL PROVISIONS: No special provisions.

JUSTIFICATION: This legislation will accept and appropriate the additional funds to both contract agencies to be used for salary increases for direct support professional staff.

FISCAL IMPLICATIONS: $9,675 in additional State Aid will be added to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1675

DEPARTMENT OF HEALTH SERVICES

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

June 29, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office for People with Developmental Disabilities to Skills Unlimited and United Cerebral Palsy (UCP) for a Cost of Living Adjustment (COLA). This legislation will accept and appropriate the additional funds to both contract agencies to be used for salary increases for direct support professional staff.

I enclose a financial impact statement and other materials for this Resolution. If you have any questions on the enclosed, please call Barbara Russo at 3-8533. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH OPWDD COLA.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, MPA, Assistant to the Commissioner of Health Services
Ann Marie Csorny, Director, Division of Community Mental Hygiene Services
Barbara Russo, Principal Financial Analyst
Susan B. Hodosky, Principal Financial Analyst

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3500 Sunrise Highway, Suite 124, P. O. Box 9006, Great River, NY 11739-9006
Phone (631) 854-0000 Fax (631) 854-0108

1676

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH (NYS OMH) TO HANDS ACROSS LONG ISLAND, FEDERATION OF ORGANIZATIONS, PEDERSON KRAG CENTER AND PSCH, INC. FOR MOBILE CRISIS SERVICES

WHEREAS, the New York State Office of Mental Health has issued additional State Aid in the amount of $136,420 effective July 1, 2016 and October 1, 2016 for the expansion of Mobile Crisis Services; and

WHEREAS, these additional funds are to be used to expand existing mobile crisis teams which provide emergency mental health services to individuals in Suffolk County; and

WHEREAS, the New York State Office of Mental Health (NYS OMH) has directed the allocation of this funding to Hands Across Long Island (HALI), Federation of Organizations, Pederson Krag Center and PSCH, Inc.; and

WHEREAS, this additional 100% State Aid is not currently included in the 2016 Adopted Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Comptroller be and hereby is authorized to accept and appropriate $136,420 in additional State Aid as follows:

REVENUES:

001-3493 Community Support Services $136,420

ORGANIZATIONS:

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4330-4980

XORG	OBJECT NAME	2016 Adopted Budget	Increase/ Decrease	2016 Modified Budget
GPE1	Fed of Org	$140,000	$34,000	$174,000
GPF1	HALI	$154,807	$67,920	$222,727
GKU1	Pederson Krag	$140,000	$17,250	$157,250
XXXX	PSCH, Inc.	$0	$17,250	$17,250

and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute contract amendments with Hands Across Long Island, Federation of Organizations and Pederson Krag Center and a new contract with PSCH, Inc.; and be it further

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

HSV# 44-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1676

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed

AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH TO HANDS ACROSS LONG ISLAND, FEDERATION OF ORGANIZATIONS, PEDERSON KRAG CENTER AND PSCH, INC. FOR MOBILE CRISIS SERVICES

3. Purpose or Proposed Legislation

This legislation is needed to accept and appropriate 100% additional State Aid for Hands Across Long Island, Federation of Organizations, Pederson Krag Center and PSCH, Inc. for mobile crisis services.

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

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

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

6. If the answer to item 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% State Aid from New York State Office of Mental Health

9. Timing of Impact

Immediate upon approval of the resolution and execution of contract amendments with providers.

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Susan B. Hodosky *Principal Financial Analyst*	Susan B Hodosky	7/1/16
Suzanne MARTIN Pr. Budget Examiner	Suzanne Martin	7-11-16

SCIN FORM 175b (10/95)

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

1676

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

NEW YORK STATE OF OPPORTUNITY. | Long Island Field Office

ANDREW M. CUOMO
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

MARTHA A. CARLIN, PsyD
Director

1676

June 30, 2016

Ms. Ann Marie Csorny, LCSW-R, Director
Suffolk County Department of Health Services
Division of Community Mental Hygiene Services
North County Complex - 725 Veterans Memorial Highway
Building C-928
Hauppauge, New York 11788

Re: Expansion of Mobile Crisis Teams

Dear Ms. Csorny:

The New York State Office of Mental Health (OMH) is pleased to direct the allocation of $136,420 in Expanded Community Support Adult State aid funding to Hands Across Long Island, Federation of Organizations, Pederson-Krag Center (7/1/16 – 9/30/16) and PSCH (starting 10/1/16) to increase staffing for the existing Mobile Crisis Teams in Suffolk County effective July 1, 2016 ($272,840 annualized). These funds are included in your 2016 State aid approval letter (OMH funding code 142A) and represent a 100 percent State participation rate. These funds should be reported as Crisis Intervention (program code 2680) on all OMH financial reports. The OMH distribution of these funds is as follows:

Provider	2016 Allocation	2017 Annualized
Hands Across Long Island	$ 67,920	$135,840
Federation of Organizations	34,000	68,000
Pederson-Krag Center (7/1/16)	17,250	0
PSCH (10/1/16)	17,250	69,000
Total:	$136,420	$272,840

Please feel free to contact Shalendra Ramadhin at (631) 761-3334 or myself should you have any questions or concerns.

Sincerely,

Martha Carlin, PsyD

Martha Carlin, PsyD.
Director - OMH Long Island Field Office

cc: Michael Katz
Helen Messemer
Shalendra Ramadhin
Barbara Russo

NEW YORK STATE OF OPPORTUNITY. | Office of Mental Health

Aid to Localities Financial System

Attachment A
Funding Source Allocation Table
County Code: 52 County Name: Suffolk
Year: 2016

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Local Assistance	001A	MHPFA	$146,580	$0	$146,580	$146,580	$0	$146,580	
Community Support Services	014	MHPFA	$3,846,910	$0	$3,846,910	$3,844,308	$0	$3,844,308	

Remarks

Reduction of $28,618 in LFY 2016 (FAV$31,220) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Addition of $22,636 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Adult Case Management & ACT	034J	MHPFA	$980,964	$0	$980,964	$980,964	$0	$980,964	
C&F Case Management	034K	MHPFA	$500,566	$0	$500,566	$469,112	$47,184	$516,296	

Remarks

Additional allocation of $47,190 (annualized) ($18,876 ICM and $28,314 SCM) related to State Aid Manager funding increase for Children's Case Management in support of the non-medicaid clients, effective 4/1/16.

CPEP	036	MHPFA	$0	$0	$0	$0	$0	$0	
Peer & Rehab. Sup.	037A	MHPFA	$664,019	$0	$664,019	$724,384	$0	$724,384	

Remarks

Addition of FAV$724,384 due to transfer of funds for the opening of for 2/1/16 wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

Addition of $664,019 in LFY 2016 (FAV$724,384) due to transfer of funds for 2/1/16 opening of wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

Addition of $664,019 in LFY 2016 (FAV$724,386) due to transfer of funds for 2/1/16 opening of wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

PROS State Aid	037P	MHPFA	$1,289,126	$0	$1,289,126	$1,281,376	$0	$1,281,376	

1679

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Clarification of 4/1/16 reduction. Reduction of $38,750 in LFY 2016 (FAV$46,500) due to closure of Family Service League Journey House PROS on 3/1/16.

Reduction of $15,500 (FAV $46,500) due to closure of Family Service League Journey House PROS on 3/1/16.

Effective 1/1/2016, PROS Residual State Aid and PROS Vocational Initiative funding recalculated based upon monthly census data reported in CAIRS. CY 16 funding amounts are: Association for Mental Health and Wellness - Pollack Center for Recovery and Wellness State Aid $99,604 , Vocational Funding $94,432; Association for Mental Health and Wellness - Synergy Center for Recovery and Wellness State Aid $47,736, Vocational Funding $45,260; Family Service League, Inc. - Journey House State Aid $23,868, Vocational Funding $22,632; Federation of Organizations - Recovery Concepts at Babylon State Aid $38,100, Vocational Funding $36,120; Federation of Organizations - Recovery Concepts at Patchogue State Aid $61,508, Vocational Funding $58,312; Hands Across Long Island - HALI U State Aid $60,588, Vocational Funding $57,444; Family Service League, Inc. - Stepping Stones State Aid $27,084, Vocational Funding $25,676; Jewish Board of Family & Children Services ¿ Copiague State Aid $71,144, Vocational Funding $67,452; Maryhaven Center of Hope, Inc. - Maryhaven PROS East (Riverhead) State Aid $51,868, Vocational Funding $49,176; Pederson-Krag Center, Inc. - PK PROS East State Aid $86,292, Vocational Funding $81,812; Pederson-Krag Center, Inc. - PK PROS North State Aid $39,936, Vocational Funding $37,860; Skills Unlimited, Inc. - Success PROS State Aid $20,196, Vocational Funding $19,148; Phoenix Houses of Long Island, Inc. - Foundation for Integrated Recovery Services State Aid $34,428, Vocational Funding $32,640; Maryhaven Center of Hope, Inc. - Maryhaven PROS West (Yaphank) State Aid $19,280, Vocational Funding $18,280

Legislative Add: Veteran P2P Pilot Prog	038F	MHPFA	$285,000	$0	$285,000	$0	$0	$0	

Remarks

Last liability date is 10/1/16; no AV needed.

This is a Legislative grant ($285,000) as per the 2015-16 NYS Enacted Budget. This funding will be closed out after June 30, 2017. The funding is to support a pilot program for veterans suffering from PTSD using individual and small group peer-to-peer counseling methods. The program is to be administered by Suffolk County Veterans Service Agency. County should use Program Code 1190 (Special Legislative Grant) for OMH Financial Reporting.

1676

Adult Family Support	039G	MHPFA	$24,260	$0	$24,260	$24,260	$0	$24,260	
Forensics	039J	MHPFA	$84,000	$0	$84,000	$84,000	$0	$84,000	

Remarks

Effective 1/1/2016, additional funding of $84,000 (FAV) to create and/or expand transitional care coordination services focused on the forensic population at $6,000 per supported housing bed. Program code 1760 (Advocacy/Support Services) should be used on all OMH financial reporting documents.

Psych Rehab	039L	MHPFA	$4,797	$0	$4,797	$0	$0	$0	

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Reduction of $52,767 in LFY 2016 (FAV$57,564) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Clinical Infrastructure-Adult	039P	MHPFA	$827,700	$0	$827,700	$827,700	$0	$827,700	

Remarks

Allocation increased by $15,014 (FAV=$30,028) from funding source code 200 (transfer) to support the SPOA program, per LGU request. Effective 01/01/2016.

The allocation funds an Adult Clinical Infrastructure program and is complemented with Federal CMHS Block Grant-Adult funds (FC 041).

Addition of $10,072 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Innovative Psychiatric Rehabilitation	039Q	MHPFA	$220,048	$0	$220,048	$220,048	$0	$220,048	

Remarks

Addition of $2666(FAV=$5332) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

CMHS Block Grant Adult	041	F	$926,874	$0	$926,874	$926,874	$0	$926,874	

Remarks

The allocation includes funding for an Adult Clinical Infrastructure program ($504,301) and Community Support Programs ($422,573). These funds are complemented with Mental Hygiene Program Funds for Adult Clinical Infrastructure (FC 039P), and Commuinty Support Programs (FC 014). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers.

CMHS Block Grant C&F	044	F	$1,036,517	$0	$1,036,517	$1,036,517	$0	$1,036,517	

1676

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

The allocation includes funding for a C&F Clinical Infrastructure program ($116,375), C&F Community Support Programs ($319,291), C&F Emergency Services ($225,000), and C&F MICA prevention programs ($375,851). These funds are complemented with General Funds for the C&F Clinical Infrastructure program (FC 046A), C&F Community Support Programs (FC 046L), and C&F Emergency Services (FC 046G). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers

Clinical Infrastructure-C&F	046A	MHPFA	$272,992	$0	$272,992	$172,304	$167,814	$340,118

Remarks

Addition of $656 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

The allocation funds a C&F Clinical Infrastructure program

Emergency Services C&F	046G	MHPFA	$77,680	$0	$77,680	$77,680	$0	$77,680

Remarks

The allocation funds a Home-Based Crisis Intervention program.

Addition of $2,736 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Community Support Programs-C&F	046L	MHPFA	$1,556,340	$0	$1,556,340	$1,556,340	$0	$1,556,340

Remarks

The allocation includes funding for C&F Family Support Services, a Coordinated Children's Services Initiative program, community respite services, MICA prevention programs, and a School Based Mental Health program at the Huntington Intermediate, J. Taylor Finley Middle, and Woodhull Intermediate Schools in Huntington, NY, and the Riverhead Middle and Riverhead Alternative Schools in Riverhead, NY. This allocation is complemented with Federal CMHS Block Grant-C&F funds (FC 044).

Addition of $20,392 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

PATH	048A	F	$256,638	$0	$256,638	$256,639	$0	$256,639

1619

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Remarks									
PATH funding to provide outreach, counseling and case management services to Suffolk County's homeless population. Federal PATH Grant funds are covered under CFDA Number 93.150. Counties and subcontract agencies are referred to OMH's Federal Funds Guidelines for important information about Federal certification, audit reporting, monitoring, and restrictions and prohibitions on expenditures.									
2000 bed Capital Plan	072F	MHPFA	$533,035	$0	$533,035	$533,035	$0	$533,035	
Supported Housing	078	MHPFA	$176,852	$0	$176,852	$176,852	$0	$176,852	
Remarks									
Addition of $1,920 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.									
CSP Miscellaneous	122	MHPFA	$636,242	$0	$636,242	$0	$0	$0	
Remarks									
Vital Access Provider allocation of $248,000 to support one-time, non-recurring expenses for transition of Copiague clinic.									
Allocation of $138,242 to support one-time, non-recurring start-up for transition of one (1) 68 slot ACT team.									
Vital Access Provider allocation of $250,000 to support one-time, non-recurring expenses for transition of Central Islip clinic.									
Expanded Community Support Adult	142A	MHPFA	$1,541,330	$300,880	$1,842,210	$1,541,331	$583,811	$2,125,142	

1629

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Allocation of $273,958 ($547,916 annualized) supports expansion of a Mobile Crisis Team ($136,420; $272,838 FAV) and expansion of a Mobile Residential Support Team ($137,539; $275,078 FAV), effective 7/1/2016. This team will support individuals during the transition process upon long term stay discharge. The program codes to be included on OMH's financial reports are Crisis Intervention (2680) for the Mobile Crisis Team expansion; and Advocacy/Support Services (1760) for the Mobile Residential Support Team expansion. These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Allocation supports: three mobile residential support teams ($758,740 annualized); a hospital alternative respite program ($532,590 annualized); a recovery center ($250,000 annualized), effective 7/1/2014; expansion of an existing 48 slot Assertive Community Treatment (ACT) Team to a 68 slot team ($35,896 annualized), effective 4/1/2016; and expansion of a Mobile Crisis Team ($272,840 annualized) and expansion of a Mobile Residential Support Team ($275,076 annualized), effective 7/1/2016. The program codes to be included on OMH's financial reports are: Advocacy/Support Services (1760), Non-Medicaid Care Coordination (2720), and Outreach (0690) for the residential support teams; Respite Services (0650) for the Hospital Alternative Respite program: Recovery Center (2750) for the East End Recovery Center; Assertive Community Treatment (0800) and Assertive Community Treatment Service Dollars (8810) for the ACT Team expansion; Crisis Intervention (2680) for the Mobile Crisis Team expansion; and Advocacy/Support Services (1760) for the Mobile Residential Support Team expansion. These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Allocation increased by $26,922 ($35,896 FAV) due to expansion of one existing 48 slot ACT Team to a 68 slot ACT Team, effective 4/1/2016.

Allocation supports: three mobile residential support teams ($758,740 annualized); a hospital alternative respite program ($532,590 annualized); and a recovery center ($250,000 annualized), effective 7/1/2014. The 3 mobile support teams program codes to be included on OMH's financial reports are: Advocacy/Support Services (1760), Non-Medicaid Care Coordination (2720), and Outreach (0690). The Hospital Alternative Respite program code to be included on OMH's financial reports is Respite Services (0650). The East End Recovery Center program code to be included on OMH's financial reports is Recovery Center (2750). These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Expanded Community Support C&Y	142B	MHPFA	$557,526	$0	$557,526	$557,527	$0	$557,527

1676

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Allocation funds 6 non-Medicaid care coordinators ($526,572 annualized) and 1.5 intensive case managers ($30,954 annualized), effective 7/1/2014. The 6 full time Non-Medicaid Care Coordinators program codes to be included on OMH's financial reports are: Non-Medicaid Care Coordination (2720) and Flexible Recipient Service Dollars (1230). The 1.5 C & F ICM managers program codes to be included on OMH's financial reports are: Intensive Case Management (1810) and ICM Service Dollars (1910). These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Trans. Mgmt. Kendra's	170B	MHPFA	$203,464	$0	$203,464	$203,464	$0	$203,464
MGP Admin Kendra's	170C	MHPFA	$52,020	$0	$52,020	$52,020	$0	$52,020
Article 28&31 Closure Re-Invest. (Adult)	175A	MHPFA	$30,000	$0	$30,000	$30,000	$0	$30,000

Remarks

The State aid allocation includes $30,000 (annualized) for peer support (to be reported as Advocacy/Support Services-1760), effective January 1, 2015. These funds are pursuant to the approved Article 28 closure reinvestment plan (Long Beach Medical Center/North Shore University Hospital/Partial Hospitalization Program operated by Pederson Krag). These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Com. Reinvestment	200	MHPFA	$3,254,642	$0	$3,254,642	$3,201,676	$0	$3,201,676

Remarks

Reduction of $15,014 (FAV=$30,028) for transfer to FC 039P. These funds have been identified by the LGU as underspent, and will serve to expand the funding of a SPOA program.

Reduction of $30,028 (FAV=$30,028) for transfer to FC 039P. These funds have been identified by the LGU as underspent, and will serve to expand the funding of a SPOA program.

Reduction of $582,634 in LFY 2016 (FAV$635,600) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Addition of $79,644 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Homeless/MICA	300	MHPFA	$768,947	$0	$768,947	$768,948	$0	$768,948
Commissioner's Perf.	400	MHPFA	$475,012	$0	$475,012	$475,012	$0	$475,012

1674

Attachment A
Funding Source Allocation Table
County Code: 52 County Name: Suffolk
Year: 2016

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Remarks									
Addition of $3,920 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.									
Health Home	570	MHPFA	$3,712,120	$0	$3,712,120	$3,712,120	$0	$3,712,120	
Funding Reduction/COLA	965	MHPFA	$0	$0	$0	$0	$0	$0	
Remarks									
Effective 1/1/16, transfers from FSC 965 to permanent funding codes for 1.1.15 and 4.1.15 Direct Care/Direct Support Staff salary enhancements and 4.1.15 Clinical Staff salary enhancements.									
Grand Total:			**$24,942,201**	**$300,880**	**$25,243,081**	**$23,881,071**	**$798,809**	**$24,679,880**	

COUNTY OF SUFFOLK

1676

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: James L. Tomarken, MD, MPH, MBA, MSW
Commissioner, Department of Health Services

From: Ann Marie Csomy, LCSW
Director, Division of Community Mental Hygiene Services

Date: **June 16, 2016**

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to accept $136,420 in additional 100% OMH state aid for an expansion of Mobile Crisis Teams in Suffolk County. The funding is effective July 1, 2016, and is being allocated to Hands Across Long Island, Federation of Organizations and Pederson Krag Center, the three contracted providers of this program.

I am attaching drafts of the fiscal impact statement, intro resolution and routing form as well as the current OMH state aid letter and support letter from the OMH Long Island Field Office which provide further specifics of the funding.

AMC/HM
Enclosures
Cc: S. Hodosky, S.Reagan, D. Holtsford, B. Russo

Public Health
Prevent. Promote. Protect.

DIVISION OF COMMUNITY MENTAL HYGIENE
North County Complex, Building C928, 725 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788
(631) 853-8500 FAX: (631) 853-3117

1676

2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Amending the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health (NYS OMH) to Hands Across Long Island, Federation of Organizations, Pederson Krag Center and PSCH, Inc. for mobile crisis services.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% additional State Aid for Hands Across Long Island, Federation of Organizations, Pederson Krag Center and PSCH, Inc. for mobile crisis services.

SUMMARY OF SPECIAL PROVISIONS: No special provisions.

JUSTIFICATION: These additional funds will be used to expand the mobile crisis teams which provide emergency mental health services to individuals in Suffolk County.

FISCAL IMPLICATIONS: To accept and appropriate $136,420 in additional State Aid to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1676

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 29, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health (NYS OMH) to Hands Across Long Island, Federation of Organizations, Pederson Krag Center and PSCH, Inc. for mobile crisis services. These additional funds will be used to expand the mobile crisis teams which provide emergency mental health services to individuals in Suffolk County.

I enclose a financial impact statement and other materials for this Resolution. If you have any questions on the enclosed, please call Barbara Russo at 3-8533. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH Mobile Crisis Expansion.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, MPA, Assistant to the Commissioner of Health Services
Ann Marie Csorny, Director, Division of Community Mental Hygiene Services
Barbara Russo, Principal Financial Analyst
Susan B. Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

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

1677

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH (NYS OMH) TO FAMILY SERVICE LEAGUE FOR ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM EXPANSION

WHEREAS, the New York State Office of Mental Health (NYS OMH) has issued additional State Aid in the amount of $26,922 for the enhancement of Assertive Community Treatment (ACT) Services with the expansion of a 48 slot team to a 68 slot team; and

WHEREAS, these additional funds are to be allocated to Family Service League effective 4/1/16 for the expansion of their existing 48 slot ACT team; and

WHEREAS, this additional 100% State Aid is not currently included in the 2016 Adopted Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Comptroller be and hereby is authorized to accept and appropriate $26,922 in additional State Aid as follows:

REVENUES:

001-3493 Community Support Services $26,922

ORGANIZATIONS:

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4330-4980

XORG	OBJECT NAME	2016 Adopted Budget	Increase/ Decrease	2016 Modified Budget
GPK1	FSL-ACT	$84,660	$26,922	$111,582

and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute a contract amendment with Family Service League; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval:

HSV# 47-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1677

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed

AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH (NYS OMH) TO FAMILY SERVICE LEAGUE FOR ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM EXPANSION

3. Purpose or Proposed Legislation

This legislation is needed to allocate 100% additional State Aid from the New York State Office of Mental Health to Family Service League for the expansion of ACT Team Services.

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

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

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

6. If the answer to item 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% State Aid from New York State Office of Mental Health (NYS OMH)

9. Timing of Impact

Immediate upon approval of the resolution and execution of contract amendment with provider.

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Susan B. Hodosky *Principal Financial Analyst* Suzanne MACTN Pr Budget Examiner	Susan B Hodosky Suzanne Matz	7/1/16 7-11-16

SCIN FORM 175b (10/95)

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

1677

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

1677

ANDREW M. CUOMO
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

MARTHA A. CARLIN, PsyD
Director

June 17, 2016

Ms. Ann Marie Csorny, LCSW-R, Director
Suffolk County Department of Health Services
Division of Community Mental Hygiene Services
North County Complex - 725 Veterans Memorial Highway
Building C-928
Hauppauge, New York 11788

Re: 2016 Expanded Community Support Adult

Dear Ms. Csorny:

The New York State Office of Mental Health (OMH) is pleased to direct the allocation of $26,922 in State aid funding for Family Service League to expand their ACT team from a 48 slot to a 68 slot effective April 1, 2016 (35,896 Annualized). These funds are included in your 2016 State aid approval letter (OMH funding code 142A) and represent a 100 percent State participation rate. These funds should be reported as ACT (program code 0800) on all OMH financial reports.

Please feel free to contact Shalendra Ramadhin at (631) 761-3334 or myself should you have any questions or concerns.

Sincerely,

Martha Carlin, PsyD

Martha Carlin, PsyD.
Director - OMH Long Island Field Office

cc: Michael Katz
Helen Messemer
Shalendra Ramadhin
Barbara Russo

NEW YORK STATE OF OPPORTUNITY. | Office of Mental Health

Aid to Localities Financial System

Attachment A
Funding Source Allocation Table
County Code: 52 County Name: Suffolk
Year: 2016

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Local Assistance	001A	MHPFA	$146,580	$0	$146,580	$146,580	$0	$146,580	
Community Support Services	014	MHPFA	$3,846,910	$0	$3,846,910	$3,844,308	$0	$3,844,308	

Remarks

Reduction of $28,618 in LFY 2016 (FAV$31,220) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Addition of $22,636 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Adult Case Management & ACT	034J	MHPFA	$980,964	$0	$980,964	$980,964	$0	$980,964	
C&F Case Management	034K	MHPFA	$500,566	$0	$500,566	$469,112	$47,184	$516,296	

Remarks

Additional allocation of $47,190 (annualized) ($18,876 ICM and $28,314 SCM) related to State Aid Manager funding increase for Children's Case Management in support of the non-medicaid clients, effective 4/1/16.

CPEP	036	MHPFA	$0	$0	$0	$0	$0	$0	
Peer & Rehab. Sup.	037A	MHPFA	$664,019	$0	$664,019	$724,384	$0	$724,384	

Remarks

Addition of FAV$724,384 due to transfer of funds for the opening of for 2/1/16 wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

Addition of $664,019 in LFY 2016 (FAV$724,384) due to transfer of funds for 2/1/16 opening of wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

Addition of $664,019 in LFY 2016 (FAV$724,386) due to transfer of funds for 2/1/16 opening of wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

PROS State Aid	037P	MHPFA	$1,289,126	$0	$1,289,126	$1,281,376	$0	$1,281,376	

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Clarification of 4/1/16 reduction. Reduction of $38,750 in LFY 2016 (FAV$46,500) due to closure of Family Service League Journey House PROS on 3/1/16.

Reduction of $15,500 (FAV $46,500) due to closure of Family Service League Journey House PROS on 3/1/16.

Effective 1/1/2016, PROS Residual State Aid and PROS Vocational Initiative funding recalculated based upon monthly census data reported in CAIRS. CY 16 funding amounts are: Association for Mental Health and Wellness - Pollack Center for Recovery and Wellness State Aid $99,604 , Vocational Funding $94,432; Association for Mental Health and Wellness - Synergy Center for Recovery and Wellness State Aid $47,736, Vocational Funding $45,260; Family Service League, Inc. - Journey House State Aid $23,868, Vocational Funding $22,632; Federation of Organizations - Recovery Concepts at Babylon State Aid $38,100, Vocational Funding $36,120; Federation of Organizations - Recovery Concepts at Patchogue State Aid $61,508, Vocational Funding $58,312; Hands Across Long Island - HALI U State Aid $60,588, Vocational Funding $57,444; Family Service League, Inc. - Stepping Stones State Aid $27,084, Vocational Funding $25,676; Jewish Board of Family & Children Services ¿ Copiague State Aid $71,144, Vocational Funding $67,452; Maryhaven Center of Hope, Inc. - Maryhaven PROS East (Riverhead) State Aid $51,868, Vocational Funding $49,176; Pederson-Krag Center, Inc. - PK PROS East State Aid $86,292, Vocational Funding $81,812; Pederson-Krag Center, Inc. - PK PROS North State Aid $39,936, Vocational Funding $37,860; Skills Unlimited, Inc. - Success PROS State Aid $20,196, Vocational Funding $19,148; Phoenix Houses of Long Island, Inc. - Foundation for Integrated Recovery Services State Aid $34,428, Vocational Funding $32,640; Maryhaven Center of Hope, Inc. - Maryhaven PROS West (Yaphank) State Aid $19,280, Vocational Funding $18,280

Legislative Add: Veteran P2P Pilot Prog	038F	MHPFA	$285,000	$0	$285,000	$0	$0	$0

Remarks

Last liability date is 10/1/16; no AV needed.

This is a Legislative grant ($285,000) as per the 2015-16 NYS Enacted Budget. This funding will be closed out after June 30, 2017. The funding is to support a pilot program for veterans suffering from PTSD using individual and small group peer-to-peer counseling methods. The program is to be administered by Suffolk County Veterans Service Agency. County should use Program Code 1190 (Special Legislative Grant) for OMH Financial Reporting.

Adult Family Support	039G	MHPFA	$24,260	$0	$24,260	$24,260	$0	$24,260
Forensics	039J	MHPFA	$84,000	$0	$84,000	$84,000	$0	$84,000

Remarks

Effective 1/1/2016, additional funding of $84,000 (FAV) to create and/or expand transitional care coordination services focused on the forensic population at $6,000 per supported housing bed. Program code 1760 (Advocacy/Support Services) should be used on all OMH financial reporting documents.

Psych Rehab	039L	MHPFA	$4,797	$0	$4,797	$0	$0	$0

167

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Reduction of $52,767 in LFY 2016 (FAV$57,564) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Clinical Infrastructure-Adult	039P	MHPFA	$827,700	$0	$827,700	$827,700	$0	$827,700	

Remarks

Allocation increased by $15,014 (FAV=$30,028) from funding source code 200 (transfer) to support the SPOA program, per LGU request. Effective 01/01/2016.

The allocation funds an Adult Clinical Infrastructure program and is complemented with Federal CMHS Block Grant-Adult funds (FC 041).

Addition of $10,072 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Innovative Psychiatric Rehabilitation	039Q	MHPFA	$220,048	$0	$220,048	$220,048	$0	$220,048	

Remarks

Addition of $2666(FAV=$5332) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

CMHS Block Grant Adult	041	F	$926,874	$0	$926,874	$926,874	$0	$926,874	

Remarks

The allocation includes funding for an Adult Clinical Infrastructure program ($504,301) and Community Support Programs ($422,573). These funds are complemented with Mental Hygiene Program Funds for Adult Clinical Infrastructure (FC 039P), and Commuinty Support Programs (FC 014). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers.

CMHS Block Grant C&F	044	F	$1,036,517	$0	$1,036,517	$1,036,517	$0	$1,036,517	

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

The allocation includes funding for a C&F Clinical Infrastructure program ($116,375), C&F Community Support Programs ($319,291), C&F Emergency Services ($225,000), and C&F MICA prevention programs ($375,851). These funds are complemented with General Funds for the C&F Clinical Infrastructure program (FC 046A), C&F Community Support Programs (FC 046L), and C&F Emergency Services (FC 046G). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers

Clinical Infrastructure-C&F	046A	MHPFA	$272,992	$0	$272,992	$172,304	$167,814	$340,118

Remarks

Addition of $656 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

The allocation funds a C&F Clinical Infrastructure program

Emergency Services C&F	046G	MHPFA	$77,680	$0	$77,680	$77,680	$0	$77,680

Remarks

The allocation funds a Home-Based Crisis Intervention program.

Addition of $2,736 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Community Support Programs-C&F	046L	MHPFA	$1,556,340	$0	$1,556,340	$1,556,340	$0	$1,556,340

Remarks

The allocation includes funding for C&F Family Support Services, a Coordinated Children's Services Initiative program, community respite services, MICA prevention programs, and a School Based Mental Health program at the Huntington Intermediate, J. Taylor Finley Middle, and Woodhull Intermediate Schools in Huntington, NY, and the Riverhead Middle and Riverhead Alternative Schools in Riverhead, NY. This allocation is complemented with Federal CMHS Block Grant-C&F funds (FC 044).

Addition of $20,392 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

PATH	048A	F	$256,638	$0	$256,638	$256,639	$0	$256,639

1671

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

PATH funding to provide outreach, counseling and case management services to Suffolk County's homeless population. Federal PATH Grant funds are covered under CFDA Number 93.150. Counties and subcontract agencies are referred to OMH's Federal Funds Guidelines for important information about Federal certification, audit reporting, monitoring, and restrictions and prohibitions on expenditures.

2000 bed Capital Plan	072F	MHPFA	$533,035	$0	$533,035	$533,035	$0	$533,035	
Supported Housing	078	MHPFA	$176,852	$0	$176,852	$176,852	$0	$176,852	

Remarks

Addition of $1,920 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

CSP Miscellaneous	122	MHPFA	$636,242	$0	$636,242	$0	$0	$0	

Remarks

Vital Access Provider allocation of $248,000 to support one-time, non-recurring expenses for transition of Copiague clinic.

Allocation of $138,242 to support one-time, non-recurring start-up for transition of one (1) 68 slot ACT team.

Vital Access Provider allocation of $250,000 to support one-time, non-recurring expenses for transition of Central Islip clinic.

Expanded Community Support Adult	142A	MHPFA	$1,541,330	$300,880	$1,842,210	$1,541,331	$583,811	$2,125,142	

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Allocation of $273,958 ($547,916 annualized) supports expansion of a Mobile Crisis Team ($136,420; $272,838 FAV) and expansion of a Mobile Residential Support Team ($137,539; $275,078 FAV), effective 7/1/2016. This team will support individuals during the transition process upon long term stay discharge. The program codes to be included on OMH's financial reports are Crisis Intervention (2680) for the Mobile Crisis Team expansion; and Advocacy/Support Services (1760) for the Mobile Residential Support Team expansion. These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Allocation supports: three mobile residential support teams ($758,740 annualized); a hospital alternative respite program ($532,590 annualized); a recovery center ($250,000 annualized), effective 7/1/2014; expansion of an existing 48 slot Assertive Community Treatment (ACT) Team to a 68 slot team ($35,896 annualized), effective 4/1/2016; and expansion of a Mobile Crisis Team ($272,840 annualized) and expansion of a Mobile Residential Support Team ($275,076 annualized), effective 7/1/2016. The program codes to be included on OMH's financial reports are: Advocacy/Support Services (1760), Non-Medicaid Care Coordination (2720), and Outreach (0690) for the residential support teams; Respite Services (0650) for the Hospital Alternative Respite program: Recovery Center (2750) for the East End Recovery Center; Assertive Community Treatment (0800) and Assertive Community Treatment Service Dollars (8810) for the ACT Team expansion; Crisis Intervention (2680) for the Mobile Crisis Team expansion; and Advocacy/Support Services (1760) for the Mobile Residential Support Team expansion. These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Allocation increased by $26,922 ($35,896 FAV) due to expansion of one existing 48 slot ACT Team to a 68 slot ACT Team, effective 4/1/2016.

Allocation supports: three mobile residential support teams ($758,740 annualized); a hospital alternative respite program ($532,590 annualized); and a recovery center ($250,000 annualized), effective 7/1/2014. The 3 mobile support teams program codes to be included on OMH's financial reports are: Advocacy/Support Services (1760), Non-Medicaid Care Coordination (2720), and Outreach (0690). The Hospital Alternative Respite program code to be included on OMH's financial reports is Respite Services (0650). The East End Recovery Center program code to be included on OMH's financial reports is Recovery Center (2750). These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Expanded Community Support C&Y	142B	MHPFA	$557,526	$0	$557,526	$557,527	$0	$557,527

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds

Remarks

Allocation funds 6 non-Medicaid care coordinators ($526,572 annualized) and 1.5 intensive case managers ($30,954 annualized), effective 7/1/2014. The 6 full time Non-Medicaid Care Coordinators program codes to be included on OMH's financial reports are: Non-Medicaid Care Coordination (2720) and Flexible Recipient Service Dollars (1230). The 1.5 C & F ICM managers program codes to be included on OMH's financial reports are: Intensive Case Management (1810) and ICM Service Dollars (1910). These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Trans. Mgmt. Kendra's	170B	MHPFA	$203,464	$0	$203,464	$203,464	$0	$203,464
MGP Admin Kendra's	170C	MHPFA	$52,020	$0	$52,020	$52,020	$0	$52,020
Article 28&31 Closure Re-Invest. (Adult)	175A	MHPFA	$30,000	$0	$30,000	$30,000	$0	$30,000

Remarks

The State aid allocation includes $30,000 (annualized) for peer support (to be reported as Advocacy/Support Services-1760), effective January 1, 2015. These funds are pursuant to the approved Article 28 closure reinvestment plan (Long Beach Medical Center/North Shore University Hospital/Partial Hospitalization Program operated by Pederson Krag). These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Com. Reinvestment	200	MHPFA	$3,254,642	$0	$3,254,642	$3,201,676	$0	$3,201,676

Remarks

Reduction of $15,014 (FAV=$30,028) for transfer to FC 039P. These funds have been identified by the LGU as underspent, and will serve to expand the funding of a SPOA program.

Reduction of $30,028 (FAV=$30,028) for transfer to FC 039P. These funds have been identified by the LGU as underspent, and will serve to expand the funding of a SPOA program.

Reduction of $582,634 in LFY 2016 (FAV$635,600) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Addition of $79,644 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Homeless/MICA	300	MHPFA	$768,947	$0	$768,947	$768,948	$0	$768,948
Commissioner's Perf.	400	MHPFA	$475,012	$0	$475,012	$475,012	$0	$475,012

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Attachment A
Funding Source Allocation Table
County Code: 52 County Name: Suffolk
Year: 2016

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Remarks									
Addition of $3,920 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.									
Health Home	570	MHPFA	$3,712,120	$0	$3,712,120	$3,712,120	$0	$3,712,120	
Funding Reduction/COLA	965	MHPFA	$0	$0	$0	$0	$0	$0	
Remarks									
Effective 1/1/16, transfers from FSC 965 to permanent funding codes for 1.1.15 and 4.1.15 Direct Care/Direct Support Staff salary enhancements and 4.1.15 Clinical Staff salary enhancements.									
Grand Total:			**$24,942,201**	**$300,880**	**$25,243,081**	**$23,881,071**	**$798,809**	**$24,679,880**	

SWEET GOOD-BYE TO JOE

by Sharon Frost

After serving on the Suffolk County Soil and Water Conservation District Board for over twenty years, countless other Boards and committees on the local, state and federal levels and as LI Farm Bureau Executive Director for 26 years Joseph M. Gergela III retires. He was instrumental in leading the District through many transitions that assisted the local agricultural community with federal and state funding and using his influence at every turn.

"Joe always challenged us to work our hardest to support the farming

ıul TeNyenhuis Suffolk County Soil

ıe 1st District and also a District cate for agriculture and soil and ·ought long-term viability to the

SUFFOLK
Soil & Water Cons

201
YEAR IN

50th Anniversary • 1964 ~ 2014
SUFFOLK COUNTY SOIL AND WATER CONSERVATION DISTRICT
Preserving future generations' natural resources, today.

Board of Directors

George Proios
Chairperson

Joe Gergela
Director
L.I. Farm Bureau

Phil Schmitt
Director
Farmer

At the anniversary celebration the
Supervisor; Legislator Sarah Anker, Dis
SCSWCD; Elizabeth Condon, SCSWCD; D
Al Krupski, District #1; Sharon Frost,
Assemblyman Fred W. Thiele Jr., D
Dept. of Economic Developr

THE DISTRI

Sharon Frost accepting the NYSDEC Environmental Excellence Award from NYSDEC Commissioner Joseph Martens

:004 to recognize those who improve
ıte to a more healthy economy by ad-
ʼe partnerships. To date, DEC has rec-

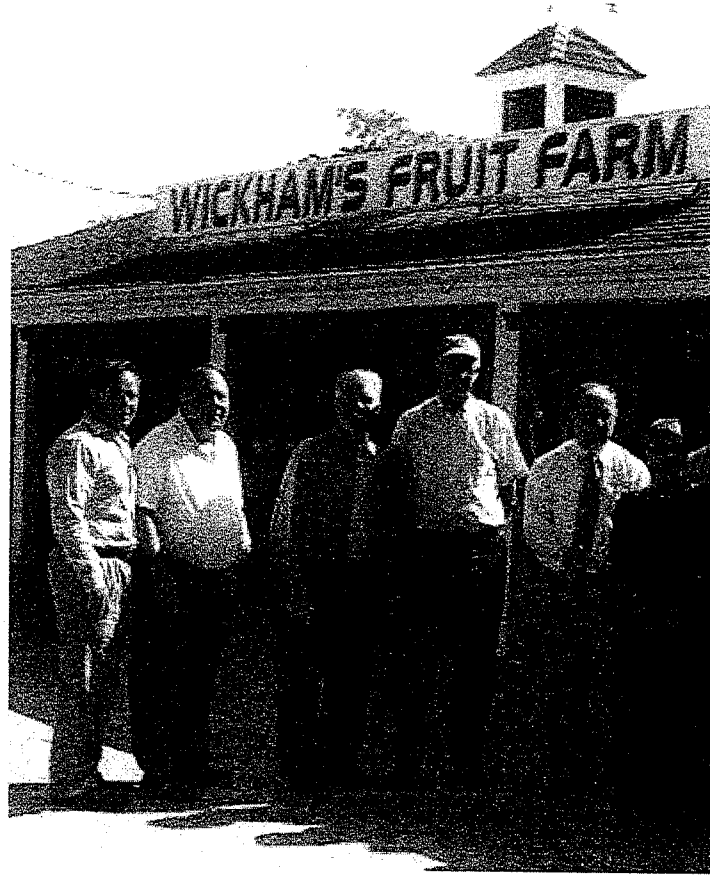
; representatives from the public and
the award winners from an array of

)istrict's Fuel Tank Replacement Pro-
an acceptable solution to aging agricul-
uifer. Through a unique partnership,
'egulatory requirements at a reduced

A PEACHY DAY

by Ann Marie Calabro

What a peachy day it was on September 5th, the sky was blue and the fields were green. Off in the distance you could see the trees beginning to turn the colors of autumn, a perfect day for a visit from Suffolk County Executive Steve Bellone and USDA NRCS State Conservationist Greg Kist. We gathered at the historic, AEM award winning Wickham's Fruit Farm where we all hopped on the wagon for a tractor ride. The farm tour was on behalf of the newly appointed Greg Kist to acquaint him with Suffolk County farming.



August Ruckdeschel, Suffolk County Dept. o ment and Planning ; Executive Director Joe reau; Suffolk County Executive Steve Bellor ham; NYS Conservationist Greg Kist, USDA SC CCE; Dale Moyer, SC CCE Matt Pendleto Manager; Machelle Simmons, USDA NRCS; NRCS.

Tom Wickham graciously explained all the conservation pra mented on his farm through the years while everyone enjoyed right off the trees as we cruised on by. Conservation practices

1677

PCL XL error

Subsystem: GE_VECTOR

Error: GEEmptyClipPath Warning: IllegalMediaSize

COUNTY OF SUFFOLK

1677

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: James L. Tomarken, MD, MPH, MBA, MSW
Commissioner, Department of Health Services

From: Ann Marie Csorny, LCSW
Director, Division of Community Mental Hygiene Services

Date: **June 23, 2016**

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to accept $26,922 in additional 100% OMH state aid for an expansion of Assertive Community Treatment (ACT) Teams in Suffolk County. The funding is effective April 1, 2016, and is being allocated to Family Service League, a contracted provider of this program.

I am attaching drafts of the fiscal impact statement, intro resolution and routing form as well as the current OMH state aid letter and support letter from the OMH Long Island Field Office which provide further specifics of the funding.

AMC/HM
Enclosures
Cc: S. Hodosky, S.Reagan, D. Holtsford, B. Russo

Public Health
Prevent. Promote. Protect.

DIVISION OF COMMUNITY MENTAL HYGIENE
North County Complex, Building C928, 725 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788
(631) 853-8500 FAX: (631) 853-3117

1677

2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Amending the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health (NYS OMH) to Family Service League for Assertive Community Treatment (ACT) Team Expansion.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to allocate 100% additional State Aid from the New York State Office of Mental Health to Family Service League for the expansion of ACT Team Services.

SUMMARY OF SPECIAL PROVISIONS: No special provisions.

JUSTIFICATION: This legislation is needed to expand Family Service League's 48 slot team to a 68 slot team in order to increase mental health services to individuals with serious mental illness in Suffolk County.

FISCAL IMPLICATIONS: To accept and appropriate $26,922 in additional State Aid to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1677

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 30, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2016 Adopted Operating Budget to accept and appropriate 100% State Aid from the New York State Office of Mental Health (NYS OMH) to Family Service League for Assertive Community Treatment (ACT) Team expansion. This legislation is needed to expand Family Service League's 48 slot team to a 68 slot team in order to increase mental health services to individuals with serious mental illness in Suffolk County.

I enclose a financial impact statement and other materials for this Resolution. If you have any questions on the enclosed, please call Barbara Russo at 3-8533. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH FSL ACT Expansion.docx."

Sincerely,

James L Tomarken

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, MPA, Assistant to the Commissioner of Health Services
Ann Marie Csorny, Director, Division of Community Mental Hygiene Services
Barbara Russo, Principal Financial Analyst
Susan B. Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

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

RESOLUTION NO.

CONTROL#1030-2016

Intro. Res. # 1678-16

Laid on Table 7/26/16

INTRODUCED BY PRESIDING OFFICER
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. _____2016
TO READJUST, COMPROMISE, AND GRANT
REFUNDS AND CHARGE-BACKS ON REAL
PROPERTY CORRECTION OF ERRORS BY:
COUNTY LEGISLATURE (CONTROL#1030-2016)

WHEREAS, the Director of the Real Property Tax Service Agency, under appropriate sections of the Real Property Tax Law, will cause to have investigated and a determination made as to whether those submitted "Correction of Error" items which would amend the assessment and tax rolls shall be recommended for approval (or recommended for denial) to the Suffolk County Legislature, and

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments, grant refunds of taxes in case of correction of errors on the assessment and tax rolls, and pursuant to the provisions of the Real Property Tax Law, and

WHEREAS, the properties represented by the tax item number and/or Suffolk County tax map number and indicated below have been duly investigated by the Real Property Tax Service Agency, and the procedures of the Real Property Tax Law having been fully complied with, together with documentation and amended tax statements placed on file with the County, as submitted by the appropriate Assessor and/or Receiver of Taxes, then

1. BE IT RESOLVED, that the taxes for the properties represented by the tax item number and/or Suffolk County Tax Map Number, as shown, for the year or year specified be readjusted or refunded in full or part in the amount set opposite each such parcel as herein indicated, and

2. BE IT FURTHER RESOLVED, that the amount of such refund, if tax paid or charge-back, be made to the respective TOWN as provided by law.

RESOLUTION NO. CONTROL#1030-2016

KEY	EXPLANATION	RPTL SEC	LIMITATIONS
A	Clerical Error	556	3 years
B	Unlawful Entry	556	3 years
C	Error in Essential Fact	556a	3 years

RESOLUTION NO. CONTROL#1030-2016

(A/B - Chapter 634 Laws 1976) (C - Chapter 124 Laws 1975)

Key	Town	Year	S.C. Tax Map No	Original Tax	Corrected Tax	Chargeback Refund, if Tax Paid
A	BROOKHAVEN	14/15	0200 77100 0600 053000	5182.37	0.00	5182.37
A	BROOKHAVEN	13/14	0200 77100 0600 053000	5127.34	0.00	5127.34
A	BROOKHAVEN	14/15	0200 88800 0100 007000	7373.00	3506.57	3866.43
A	BROOKHAVEN	13/14	0200 88800 0100 007000	7229.07	3432.18	3796.89
A	BROOKHAVEN	15/16	0200 91400 0500 003000	10265.31	5474.52	4790.79
A	HUNTINGTON	15/16	0400 18100 0200 042000	20879.99	14927.22	5952.77
A	RIVERHEAD	13/14	0600 07000 0300 020001	38710.31	35603.98	3106.33
A	RIVERHEAD	14/15	0600 07000 0300 020001	38662.94	35559.83	3103.11
A	RIVERHEAD	15/16	0600 07000 0300 020001	40096.65	36877.52	3219.13
A	SMITHTOWN	15/16	0800 15500 0800 066000	12785.84	5010.19	7775.65

As Provided and Requested By Town Assessor or Receiver of Taxes
APPROVED BY:

County Executive of Suffolk County Date of Approval:

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

REAL PROPERTY TAX SERVICE AGENCY

PENNY WELLS LAVALLE, MAI, CCIM, CCD

DIRECTOR

Memorandum

To: Jon Schneider, Deputy County Executive

From: Penny Wells LaValle, MAI, CCIM, CCD

Date: July 5, 2016

Re: Resolution Control No. 1030-2016

ATTACHED FOR YOUR REVIEW PLEASE FIND CORRECTION OF ERRORS CONTROL NO. 1030-2016

300 Center Drive
Riverhead, New York 11901-3398
Phone (631) 852-1550
Fax (631) 852-1566
Drafting Fax (631 852-2938

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Legislation

TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGE-BACKS ON REAL PROPERTY CORRECTION OF ERRORS

3. Purpose of Proposed Legislation Yes ____ No____

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

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

2015

Alison L. Bartel

10. Typed Name & Title of Preparer 11. Signature of Preparer 12.Date July 5, 2016

A. BARTEL RPAT I

Additional back-up material regarding IR 1678 is on file in the

Legislative Clerk's Office, Hauppauge.

1679

Introductory Resolution No. -2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING A GRANT SUB-AWARD FROM THE RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK ON BEHALF OF YORK COLLEGE FOR A NASA NEW YORK STATE GRANT COMMUNITY COLLEGE PARTNERSHIP PROGRAM, 100% REIMBURSED BY GRANT FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, Suffolk County Community College has received a grant sub-award in the amount of $11,175 from the Research Foundation of CUNY on behalf of York College, for a NASA New York State Grant Community College Partnership Program, for the period of September 19, 2015 through September 18, 2016, and

WHEREAS, this program is a Science, Technology, Engineering, and Mathematics (STEM) mentoring partnership in New York State with the mission to increase the number of community college and technical school students that complete their degrees and/or transfer to a four-year college, and

WHEREAS, no matching funds are required as the program is 100% reimbursed by grant funds; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the grant on June 16, 2016 by Resolution No. 2016.50; and

WHEREAS, the College anticipates spending the $11,175, including indirect costs, in accordance with the terms of said grant sub-award by September 18, 2016; now therefore be it

1st **RESOLVED**, that said grant sub-award, in the amount of $11,175, including indirect costs of $2,235, from the Research Foundation of CUNY on behalf of York College, for a NASA New York State Grant Community College Partnership Program, for the period of September 19, 2015 through September 18, 2016, be accepted and appropriated for the operation of the project as follows:

REVENUES:	AMOUNT:
Federal Grant: RF CUNY, York College, NASA: GA41-GA4116-544261-G000	$ 11,175

APPROPRIATIONS:	AMOUNT:
RF CUNY, York College, NASA: GA41-GA4116	$ 8,940

Suffolk County Community College
RF CUNY, York College, NASA Community College Partnership Program
GA41-GA4116

611000-Personal Services	$ 7,730
611570-Full-time Overload	7,730
628000-Employee Benefits	$ 1,210
628160-TIAA CREF Retirement	619
628330-Social Security	591

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

1611

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and Appropriating a Grant Sub-award from the Research Foundation of the City University of New York on Behalf of York College for a NASA New York State Grant Community College Partnership Program, 100% Reimbursed by Grant Funds at Suffolk County Community College.

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant sub-award from the Research Foundation of the City University of New York on Behalf of York College, in the amount of $11,175, for a NASA New York State Grant Community College Partnership Program during the 2015-2016 through the 2016-17 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the budget for Suffolk County Community College by accepting and appropriating the grant sub-award from the Research Foundation of the City University of New York on Behalf of York College, in the amount of $11,175, for a NASA New York State Grant Community College Partnership Program.

JUSTIFICATION: This program will provide funding to compensate a faculty member to complete and report on mentorships provided to students in research and the continued development of a Methods in Science research course.

FISCAL IMPLICATIONS: None

1679

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 Sub-award from the Research Foundation of the City University of New York on Behalf of York College for a NASA New York State Grant Community College Partnership Program, 100% Reimbursed by Grant Funds at Suffolk County Community College.

3. Purpose of Proposed Legislation
To accept and appropriate a grant sub-award from the Research Foundation of the City University of New York on Behalf of York College, in the amount of $11,175, for a NASA New York State Grant Community College Partnership Program during the 2015-2016 through the 2016-17 fiscal year.

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

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

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

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact.
The grant sub-award from the Research Foundation of the City University of New York on Behalf of York College, will provide $11,175, for the period of September 19, 2015 through September 18, 2016, and will be used for the operation of the grant project during the 2015-2016 through the 2016-17 fiscal year.

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

8. Proposed Source of Funding: Research Foundation of the City University of New York on Behalf of York College

9. Timing of Impact: September 19, 2015 through September 18, 2016

10. Typed Name & Title of Preparer
Gail Vizzini, VP Bus/Fin Aff
~~Accountant~~

11. Signature of Preparer

12. Date
July 5, 2016

SCIN FORM 175b (10/95)

1619

Suffolk
COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES
June 16, 2016

RESOLUTION NO. 2016.50 - Accepting a Grant Sub-Award from the Research Foundation of CUNY on behalf of York College, for a NASA New York State Grant Community College Partnership Program

WHEREAS, Suffolk County Community College has received a grant sub-award in the amount of $11,175 from The Research Foundation of CUNY on behalf of York College, for a NASA New York State Grant Community College Partnership Program, for the period of September 19, 2015 through September 18, 2016, and

WHEREAS, this program is a Science, Technology, Engineering, and Mathematics (STEM) mentoring partnership in New York State with the mission to increase the number of community college and technical school students that complete their degrees and/or transfer to a four-year college, and

WHEREAS, matching funds are not required, and

RESOLVED, that a grant award, in the amount of $11,175, from The Research Foundation of CUNY on behalf of York College, for a NASA New York State Grant Community College Partnership Program, for the period of September 19, 2015 through September 18, 2016, is hereby accepted, and the College President, or his designee, is authorized to execute a contract, upon such terms and conditions as shall be approved by the College General Counsel, with the administering agency.

Project Director: Sharadha Sambasivan

Note: No full-time personnel

Bryan Lilly
Secretary

1679

researchfoundationcuny

Research Foundation
The City University
of New York
230 W 41st Street
New York, NY 10036
212 417-8300
www.rfcuny.org

June 30, 2016

Suffolk County Community College
Office of Grants Development
533 College Road
Norman F. Lechtrecker Building - Room 12
Selden, NY 11784-2899

Attention: Dr. W. Troy Tucker, College Assistant Dean

Re: **Subaward #: 7N008-A**
Project Title: NASA New York State Grant Community College Partnership

Dear Dr. Tucker,

Enclosed for your file, please find one (1) fully-executed Agreement, as referenced above.

Should you have any questions or concerns, please feel free to contact me at (212) 417-8367, or by email at Gregory_Cicciari@rfcuny.org.

Thank you.

Sincerely,

6340

Gregory Cicciari
Contract Specialist
Office of Legal Affairs
Enclosure

1679

RESEARCH FOUNDATION OF CUNY **SUBAWARD NUMBER: 7N008-A**
230 WEST 41ST STREET, 7TH FL., NY, NY 10036

1. **PASS-THROUGH ENTITY- RESEARCH FOUNDATION OF CUNY ON BEHALF OF:**
COLLEGE: York College
ADDRESS FOR INVOICES: 94-20 Guy R. Brewer Boulevard, Jamaica, NY 11451

2. **SUBRECIPIENT -**
NAME: Suffolk County Community College
ADDRESS: 533 College Road, NFL 12, Selden, NY 11784

3. **PROJECT DESCRIPTION-**
SPONSOR: Cornell University
TITLE: NASA New York State Grant Community College Partnership
SPONSOR ID: 73694-10321 **CFDA #:** 43.008

4. **KEY PERSONNEL/PROJECT DIRECTOR-**
RFCUNY: Timothy Paglione
SUBRECIPIENT: Sharadha Sambasivan

5. **KEY PERSONNEL/PROJECT DIRECTOR TELEPHONE #/EMAIL-**
RFCUNY: 718-262-2082, tpaglione@york.cuny.edu
SUBRECIPIENT: 631-451-4146, sambass@sunysuffolk.edu

6. **BUDGET:**

***SEE APPENDIX B FOR BUDGET DETAIL**

TOTAL SUBAWARD AMOUNT NOT TO EXCEED $11,175.00*

7. **ATTACHMENTS:**

APPENDIX A-SCOPE OF WORK
APPENDIX B-BUDGET
APPENDIX C-GENERAL TERMS AND CONDITIONS
APPENDIX D-INVOICE

CONDITION PRECEDENT: Payment to RFCUNY from Cornell University for performance of this subaward is a condition precedent to Subrecipient's right to payment, hereunder. The Subrecipient relies on the credit of Cornell University, not RFCUNY, for payment of this work. The Subrecipient agrees that its right to payment extends to only those funds made available by Cornell University pursuant to this subaward cover sheet.

8. **SUBAWARD TERM:** September 19, 2015 - September 18, 2016

9. **COMMENTS-** None

IN WITNESS WHEREOF, the parties agree to be bound by the terms and conditions of this agreement.

RESEARCH FOUNDATION OF CUNY ON BEHALF OF YORK COLLEGE

BY: _____ (Signature)
NAME: Jeffrey I. Slonim (Printed Name)
TITLE: Chief Counsel (Printed Title)
DATE: 30 June 2016

SUFFOLK COUNTY COMMUNITY COLLEGE

BY: _____ (Signature)
NAME: Dr. Shaun L. McKay (Printed Name)
TITLE: President (Printed Title)
DATE: 6/24/16

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APPENDIX A

Statement of Work
SUNY Suffolk County Community College Subaward
for the NASA Space Grant Community College partnership Project

Background: NYSG CCPP
The New York Space Grant Community College Partnership Program (NYSG CCPP) is a Science, Technology, Engineering, and Mathematics (STEM) mentoring partnership in New York State with the mission to increase the number of community college (CC) and technical school students, particularly from groups underrepresented in STEM, that complete their degrees and/or transferring to four-year colleges. To this end, our objectives are:

1. to retain as well as attract CC students by engaging them in – and appropriately training them for – research in areas relevant to NASA;
2. to institute a one-semester *Methods of Science Research* (MSR) course to help CC students build the required competencies to undertake this research;
3. to increase CC educators' abilities to engage students in research and deliver NASA STEM content through workshops on developing and running local MSR courses, and appropriate release time from their very high teaching loads for mentoring students;
4. to help students build a sense of belonging in NASA-related STEM fields by facilitating summer research experiences at NASA Centers and our other STEM partners, including four-year NYSG affiliates and associated industry partners.

The NYSG CCPP partners include the 22 academic and industrial NYSG affiliates, all CC and technical schools partners of these institutions (a continually growing network). Of particular relevance to the project, given its mission to improve STEM diversity, the New York City partners in the NYSG CCPP have significant responsibility in achieving the project objectives. The City University of New York (CUNY) institutions involved are those with a history of NASA and other STEM collaborations, namely NYSG affiliates York College, Medgar Evers College, and the City College of New York, with the CUNY CCs Borough of Manhattan CC (BMCC), Bronx CC, Queensborough CC, LaGuardia CC, Hostos CC, and Kingsborough CC, plus technical school New York City College of Technology (City Tech). With over a quarter million undergraduates, CUNY serves the largest and most diverse population of urban minority students in the nation. About 10% of all CUNY students attend BMCC alone.

Dr. Timothy Paglione, Co-Investigator and NYSG affiliate director at CUNY York College is the NYSG CCPP Director. York is a relatively small (8,000 student), minority-serving, undergraduate institution in urban Queens, NY, the most diverse county in the nation. As Director, Dr. Paglione coordinates with the NYSG Consortium Director and staff on all high-level aspects of the program. He executes the CC student and faculty recruitment activities, arranges payments to CC student participants, facilitates CC students' summer research placements, oversees the MSR course sections, arranges the payment of faculty release time at participating CCs, supports the MSR workshops for CC faculty, and contributes to Space Grant reporting duties.

Other major partners include NASA Goddard, specifically Mr. Matthew Pearce, the Education Program Specialist at the Goddard Institute for Space Studies, in Manhattan. Mr. Pearce facilitates regional partnerships by building summer research teams of undergrads, HS students, HS teachers, and NASA researchers. The American Museum of Natural History is another critical partner, hosting students and faculty in the spring and summer, including a section of the spring MSR.

All academic partners are responsible for recruiting and screening students, preparing students in a *Methods of Scientific Research* course, and/or mentoring students in research. Other partners were expected to provide or facilitate mentored summer research experiences.

Suffolk County Community College (SCCC) Program Role

Dr. Sharadha Sambasivan at SCCc will engage in spring training of NYSG CCPP students in an MSR section, and help to facilitate their summer research placements. She also provides any additional mentorship the students require as they prepare to transfer to a four-year college and proceed in their STEM careers. She may serve as their summer and/or spring research mentor.

1679

APPENDIX B

Budget
Personnel – Sharadha Sambasivan
Release Time: $6,000
Fringe @49%: 2,940

Total Personnel Cost: $8,940
IDC @ 25%: $2,235

Total Budget: $11,175

1679

APPENDIX C

GENERAL TERMS AND CONDITIONS FOR FEDERAL SUBAWARDS

1. GENERAL PROVISIONS

By signing this Subaward the Subrecipient makes the certifications and assurances as stated in Paragraph 26 herein and also assures that it will comply with all applicable terms and conditions specified in the Prime Award as referenced on the Subaward Cover Page and incorporated herein by reference.

2. SCOPE OF WORK

Subrecipient shall perform the services as set forth in the Scope of Work attached hereto and incorporated in reference as Appendix A.

3. BUDGET AND INVOICING

The Subrecipient shall invoice the Research Foundation no more than monthly and all invoices will be accompanied by all necessary documentation, as requested and in accordance with the Budget, attached hereto as Appendix B. For cost reimbursement agreements, the invoice shall be submitted to the Project Director via email in the same or similar format, including the same information as included in the attached Invoice, attached hereto as Appendix D, and shall at a minimum include current and cumulative costs (including cost sharing), Subaward number and certification, as required by 2 CFR 200.415(a). For fixed price agreements, all invoices must at a minimum include deliverable completed and milestone payment amount, Subaward number, and certification, as required in 2 CFR 200.415(a).

The final invoice shall be submitted by the Subrecipient within thirty (30) days of the expiration of this Subaward, unless another time period is agreed to between the parties. If the final invoice is not received within thirty (30) days of expiration or by the alternate agreed-upon date of submission, it may be processed at the sole discretion of the Research Foundation. In the event of termination, the final invoice will be submitted in accordance with the terms and conditions stated in the notice of termination. Costs upon termination will be paid in accordance with Paragraph 7 herein.

Research Foundation reserves the right to reject an invoice if it does not meet the requirements referenced above, if the work performed does not meet the specifications otherwise required by this Subaward or for any other reason specified under 2 CFR 200.305. Payment of the final invoice will terminate any obligation on the part of the Research Foundation for any additional payments to the Subrecipient.

4. INDEPENDENT CONTRACTOR STATUS

A. The Subrecipient and Research Foundation agree that the relationship of Subrecipient is as independent contractor to Research Foundation.

1.679

B. All experts, consultants or employees of the Subrecipient who are employed by the Subrecipient to perform work under this Subaward are not employees of the Research Foundation. Subrecipient alone is responsible for their work, direction, compensation and personal conduct while engaged under this Subaward. Nothing in this Subaward shall impose any liability or duty on the Research Foundation for the acts, omissions, liabilities or obligations of the Subrecipient, its directors, officers, employees, agents and subrecipients.

C. Subrecipient shall be solely responsible for all physical injuries and/or death to its agents or employees or to any other person arising from the performance of its work under this Subaward or for damage to any property sustained during its work on the project under this Subaward. The Subrecipient shall be solely responsible for the safety and protection of all of its employees.

5. ASSIGNMENT and SUBCONTRACTING

A. Subrecipient shall not assign, transfer, convey or otherwise dispose of this Subaward or of Subrecipient's rights, obligations or duties, without the prior written consent of Research Foundation. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

B. Subrecipient shall not subaward any portion of the performance obligations of this Subaward without prior written approval of the Research Foundation, unless such subaward is identified within the approved Scope of Work and Budget.

6. MODIFICATION and NO-COST EXTENSION

This Subaward may be modified only by a written instrument executed by both parties, except a no-cost extension to this Subaward may be issued by the submission of a Research Foundation Payment Request, signed by the Project Director and acceptable to the Research Foundation or if requested by Subrecipient, an email from the Project Director extending the term of the Subaward. **In no event shall the Subaward be extended beyond the term of the Prime Award.**

7. TERMINATION

A. Research Foundation shall have the right, upon thirty (30) days' prior written notice, to postpone, delay, suspend or terminate the Subaward or any part thereof which the Subrecipient is engaged to perform, at any time and for any reason in the Research Foundation's interest. Subrecipient shall be entitled to payment of allowable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination. Any such reimbursement shall be in accord with the requirements of the Uniform Guidance found at 2 CFR 200, or 45 CFR Part 74,

Appendix E, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals", as applicable.

B. If the Prime Award is terminated, this Subaward will be terminated as soon as required by the Funding Agency. Pending approval of the Sponsor and in accord with the requirements of the Uniform Guidance found at 2 CFR 200, or 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals", as applicable, Subrecipient shall be paid allowable costs up to and including the date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

C. Research Foundation shall have the right to immediately terminate this Subaward in the event of material breach of this Subaward, including but not limited to non-performance or noncompliance with the Assurances and Certifications contained in Paragraph 26. At the sole discretion of the Research Foundation, Subrecipient shall be paid allowable costs up to and including the date of termination.

8. REPORTS

Unless otherwise stated in the Scope of Work, Subrecipient shall provide reports as required upon the request of the Project Director. The Research Foundation retains ownership of all reports and deliverables.

9. RECORDS

Subrecipient shall maintain documents for all charges incurred under this Subaward. The books, records and documents of the Subrecipient insofar as they relate to work performed or money received under this Subaward shall be maintained for a period of three (3) full years from the date of final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Research Foundation or the Sponsor. The financial statements of the Subrecipient shall be prepared in accordance with generally accepted accounting principles and in compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

10. NOTICES

The mailing of all notices, by certified mail, addressed to the Subrecipient shall be deemed sufficient notice to the Subrecipient.

A facsimile or email notice to the Subrecipient at the facsimile number or email address listed on the Subaward Cover Page and a copy sent via First Class Mail at the address referred to on the Subaward Cover Page shall also be deemed sufficient notice

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to the Subrecipient .

11. HOLD HARMLESS AND INDEMNIFICATION

Subrecipient shall indemnify Research Foundation against and hold Research Foundation harmless from any and all claims, actions, proceedings, expenses, damages, or liabilities, including attorney fees and court costs, resulting from the negligent acts, fault or default of the Subrecipient, its directors, officers, employees, agents and subrecipients.

In the event that Subrecipient is a government agency or otherwise subject to government limitations regarding tort liability indemnification and unable to comply with the indemnification requirements herein, then Subrecipient agrees to indemnify the Research Foundation to the extent that is allowed by the law that limits the Subrecipient.

12. INSURANCE

A. Subrecipient will, at its expense, maintain at all times during the terms of this Subaward, general liability insurance and/or a program of self-insurance for property damage and bodily injury to cover the performance of this Subaward. In no event shall the insurance limits be less than $1,000,000 per occurrence for property damage and bodily injury. The policy shall be obtained from an insurer licensed to do business in the State of New York and the insurer shall have a Best's rating of no less than B+. Each insurance policy will name Research Foundation as additional insured and will contain a clause requiring the insurer to give the Research Foundation at least 30 days prior written notice of any alteration in the terms of such policy or cancellation. If the Subrecipient is self-insured and cannot provide a Certificate of Insurance naming Research Foundation as an additional insured, then a statement must be submitted by Subrecipient's authorized signatory, risk manager, or principal indicating the same. Upon execution of this Subaward, Subrecipient will deliver to Research Foundation a certificate evidencing such insurance.

B. Execution of this Subaward by the Research Foundation is conditioned upon receipt of the appropriate Certificate of Insurance.

C. Upon the request of the Research Foundation, additional insurance coverage may be requested as necessary for the performance of this Subaward.

13. INVENTIONS, PATENTS, AND DISCOVERIES

A. All Research Foundation Intellectual Property and Background Technology, and any other Research Foundation proprietary information existing at the

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commencement of this Subaward and used in the performance of this Subaward shall remain the property of the Research Foundation. Subrecipient Intellectual Property and Background Technology and any other Subrecipient proprietary information existing at the commencement of this Subaward and used in the performance of this Subaward shall remain the property of the Subrecipient. It is agreed that no patent right, copyright or right in any proprietary information existing at the time of commencement of this Subaward shall be transferred between the parties by virtue of this Subaward.

B. In accordance with 37 CFR 401.14, Subrecipient will promptly disclose to Research Foundation any invention, improvement, or discovery resulting from the performance of this Subaward.

C. The determination as to the inventor and rights of ownership of the invention or discovery shall be governed by the patent laws of the United States, including the law applicable to Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements at 37 C.F.R. Part 401.

14. RIGHTS IN DATA, COPYRIGHTS, and PUBLICATIONS

A. Subrecipient retains rights to patents and/or copyrights for any qualifying items or materials developed under this project, however, the Federal Government retains a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use for Government purposes any items or materials patented and/or copyrighted. Research Foundation retains a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use any items or materials patented and/or copyrighted for internal research and educational purposes and to meet its obligations under the Prime Award.

B. Subrecipient agrees to consult with the Research Foundation prior to publication or other disclosure of the results of the work produced under this Subaward to ensure that no proprietary information is being released and for protection of patent rights. Proposed publications based on the work performed pursuant to this Subaward shall be submitted to the Research Foundation for review thirty (30) days prior to publication. Research Foundation shall have thirty (30) days from receipt to review the publication and to advise of any changes or for filing for patent protection. If Research Foundation wishes to file for patent protection, Subrecipient agrees to delay publication for up to ninety (90) days from receipt of the publication.

15. INFRINGEMENTS

The Subrecipient agrees to indemnify and hold Research Foundation harmless to the extent allowed by law for any damage or loss or expense sustained by Research Foundation as a result of any infringement by the Subrecipient of any copyright,

trademark or patent rights or design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Subrecipient in the performance of this Subaward.

16. GOVERNING LAW 1679

This Subaward shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws principles. All disputes, including tort claims, arising out of or related to this Subaward shall be interpreted and decided in accordance with the laws of the State of New York. Subrecipient agrees to submit to jurisdiction of State Supreme or Federal Court located in New York State, New York County.

17. ORDER OF PRECEDENCE

In the event of a conflict in the terms of this document and its attachment the following order of precedence will be applied:

1. Prime Award
2. This Appendix C: General Terms and Conditions, including Special Terms and Conditions, if applicable.
3. Subaward Cover Page, Budget and Scope of Work

18. GENERAL RELEASE

The acceptance by the Subrecipient or any person under the direction of the Subrecipient of any payment made on the final invoice under this Subaward shall operate as and shall be a release to Research Foundation from all claims for payment to the Subrecipient, its successors, legal representatives and assigns for anything done or furnished under the provisions of this Subaward.

19. ONE YEAR LIMITATION

No action shall lie or be maintained against Research Foundation upon any claim based on this Subaward or arising out of this Subaward or out of anything done in connection with this Subaward unless such action is commenced within one year after the termination or expiration of this Subaward.

20. NON-WAIVER

Any failure or delay of the Research Foundation in exercising or enforcing the strict performance of any of the Subrecipient 's obligations under this Subaward or in exercising or enforcing any right or remedy herein contained shall

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not be construed as a waiver or a relinquishment for the future of such obligation right or remedy. No waiver by the Research Foundation of any provision of this Subaward shall be deemed to have been made unless set forth in writing and signed by the Research Foundation.

21. ENTIRETY OF AGREEMENT

This Subaward with its attachments embodies the entire understanding of the parties and there are no other agreements or understandings between the parties relating to the subject matter herein.

22. FORCE MAJEURE

Neither party shall be liable for failure or delay in the performance of any duties under this Subaward when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorists activities; government restrictions; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

23. PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Subaward and in no way affect the Subaward.

24. COUNTERPARTS and SIGNATURES

This Subaward may be executed in counterparts and will be considered as one executed Subaward and facsimile or electronic signatures (in pdf format) received by the appropriate party will be treated as originals.

25. SEVERABILITY

If any part of this Subaward is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Subaward, which other part or provision shall remain in full force and effect.

26. ASSURANCES and CERTIFICATIONS

2 C.F.R. 200 Uniform Administrative Requirements, Cost Principles and Audit

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Requirements for Federal Awards OMB CIRCULARS A-110, A-21, A-133

A. Acceptance of this Subaward constitutes a certification that the Subrecipient will comply with 2 C.F.R. 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards or with OMB Circulars A-21, A-110 and A-133, as applicable. If Subaward is subject to the Uniform Administrative Requirements, it agrees to provide notice of the completion of required audits and any adverse findings which impact this Subaward pursuant to 200.501-200.521. Subrecipient agrees to provide access to records pursuant to 200.336, 200.337 and 200.201, as applicable.

B. For Subawards subject to A-110, audits will be conducted in accordance with the requirements of OMB A-133. Subrecipient agrees to provide a copy of Subrecipient's audit as issued under A-110 or A-133. Subrecipient will notify Research Foundation of the required audits and of any adverse findings that impact this Subaward. Copies of Subrecipient's A-133 must be submitted to the Research Foundation, upon issuance, and sent to the attention of the Director of Finance at the Research Foundation's Finance Department.

EXPORT CONTROLS

A. Subrecipient agrees to comply and reasonably assist the Research Foundation, upon request, in complying with, all applicable U.S. Government export and import laws and regulations, including but not limited to U. S. Department of Commerce Export Administration Regulations (EAR), 15 CFR 730-774, as applicable, and the U.S. Department of State International Traffic in Arms Regulations (ITAR), 22 CFR 120-132, as applicable.

B. Subrecipient agrees that it will not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by ITAR, EAR, the Office of Foreign Assets Contracts (OFAC), the United States Department of State's State Sponsors of Terrorism, or by any other government agency that requires said approval without first obtaining the appropriate license.

C. Subrecipient confirms that any confidential information disclosed during the course of the work herein will not contain export controlled technology or technical data identified on any U.S. export control list, including but not limited to the Commerce Control List (CCL), 15 CFR 774 and the U.S. Munitions List (USML), 22 CFR 121.

D. In the event, the Subrecipient intends to provide export controlled information, the Subrecipient will inform Research Foundation thirty (30) days prior to the release of such export controlled technology or technical data. Export

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controlled information will not be released to Research Foundation or CUNY personnel without prior written consent of the Research Foundation. If the U.S. government imposes a fine or penalty upon the Research Foundation because of the Subrecipient's failure to notify the Research Foundation, Subrecipient agrees to indemnify and hold the Research Foundation harmless from any and all resulting fines and penalties from such omission.

FEDERAL FUNDING ACCOUNTING AND TRANSPARENCY ACT (FFATA)

The Research Foundation is required, pursuant to the Federal Funding Accounting and Transparency Act of 2006, (FFATA) Pub L. 109-282, to file a report by the end of the month following the month in which the Research Foundation awards a Subaward greater than or equal to $25,000. The legislation requires that information on federal awards be made available to the public in a single, searchable Web site -USAspending.gov. **If this Subaward is for $25,000 or more, Subrecipient must complete Attachment 1 to this Appendix C. Please complete the Attachment and return it with your signed Subaward. The Research Foundation will file the report.**

For more information on FFATA, (see 2 CFR 229.402 (c) (2)).

CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

A. Subrecipient agrees that it: (a) will comply with the Title VI and Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color and national origin; (b) Title IX of the Education Acts of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Sections 503/504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 – 6107); (e) Drug Abuse Office and Treatment Act of 1972, (P.L. 92-255). as amended; (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616, as amended; (g) American with Disabilities Act of 1990; (h) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (P.L. 92-540 & 93-508), E.O. 11701 and regulations of the Secretary of Labor promoting opportunities for the disabled and Vietnam veterans, along with related regulations and reporting requirements of each.

B. Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or age and will take affirmative action to ensure that applicants and employees are

treated during employment, without regard to their race, color, religion, sex, national origin, age or status as a disabled or Vietnam era veteran Vietnam Veteran Re-Adjustment Act of 1972, as amended.

C. In the event of the Subrecipient's noncompliance with the Equal Opportunity clause of this Subaward or any of the said rules, regulations, or orders, this Subaward may be cancelled, terminated or suspended, in whole or in part, as deemed appropriate by the Research Foundation.

PROTECTION OF HUMAN SUBJECTS

A. If this Subaward involves the use of human subjects, the Subrecipient agrees that the rights and welfare of human subjects will be protected in accordance with the Code of Federal Regulations, 45 CFR Part 46, subpart A, "Protection of Human Subjects" including the Federal Policy for the Protection of Human Subjects and the regulations of the Office for Human Research Protections (OHRP) in HHS, the federal agency charged with ensuring compliance with the human research participants.

B. Upon request the Subrecipient will submit evidence of approval of the Subrecipient's Institutional Review Board indicating the review and approval of the human subjects' research protocol for this project.

MISCONDUCT IN SCIENCE

Subrecipient certifies that it is in compliance with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy and available at 45 CFR Part 689.

PRIVACY AND SECURITY OF PERSONAL HEALTH INFORMATION

If Subrecipient is a covered entity pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Part 160 and Subparts A and E of Part 164 or P. L. 104-191, 110 Stat. 1936 and the Privacy Act of 1974, then Subrecipient represents and warrants that any individually identifiable personal health information used or disclosed in connection with this Subaward shall be protected in accordance with applicable statutes and regulations regarding the privacy and security of such information.

CARE OF LABORATORY ANIMALS

If the work under this Subaward involves the use of laboratory animals, the Subrecipient agrees that it will comply with the applicable portions of the Animal Welfare Act (P.L. 89-544, as amended, (P.L. 91-579 and 94-279) U.S.C. 2131 at

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seq.), and will follow the guidelines prescribed in DHHS Publications No. 86-23 Rev. 1985 or succeeding revisions (NIH) "Guide for the Care and Use of Laboratory Animals." If using animals, as specified in NIH GUIDE, Vol. 14 No. 8 June 25, 1985, Subrecipient shall comply with regulations cited therein and provide Research Foundation with an approval from an appropriate institutional committee that the policy requirements are being met.

CONFLICT OF INTEREST

Subrecipient certifies that it is in compliance with the requirements to maintain a written and enforced policy of conflict of interest and complies with National Science Foundation (NSF), Financial Disclosure Policy, 59 Fed. Reg. 25820 (June 28, 1994) as amended by 60 Fed. Reg. 35810 (July 11, 1995) and Public Health Service (PHS), Regulations entitled, Objectivity in Research, 60 Fed. Reg. 3580 (August 25, 2011) PHS regulations also appear in 42 CFR, Subpart F and/or 45 CFR Part 50, Part 94. **Subrecipient agrees to complete, sign and return the Conflict of Interest Certification, attached hereto as Attachment 2 to this Appendix C, to the Research Foundation upon execution of this Subaward.**

RECOMBINANT DNA MOLECULES

If the work under this Subaward requires performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules Subrecipient agrees by acceptance of this Subaward to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," 6-83 (48 FR 24556) or such later revision of those guidelines as may be published in the Federal Register.

CLEAN AIR AND WATER ACT

The Subrecipient agrees: (a) to comply with all the requirements of the Clean Air Act, as amended and the Federal Water Pollution Control Act, as amended respectively, relating to inspection, monitoring entry, reports, and information, as well as other requirements specified in the Clean Air Act and the Federal Water Pollution Control Act, respectively, and all regulations and guidelines issued thereunder before the award of this Subaward; (b) that no portion of the work required by this Subaward will be performed in a facility listed on the Environmental Protection Agency list of Violating Facilities on the date that this Subaward was awarded unless and until EPA eliminates the name of such facility or facilities from such listing; and (c) to use its best efforts to comply with clean air standards and clean water standards at the facility in which this Subaward is being performed.

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FLY AMERICA ACT

The Subrecipient agrees to comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a code sharing arrangement with a U.S. flag carrier, if service is available.

An exception to this requirement of use of a foreign-flag air carrier may be permissible if the transportation is provided under an air transportation agreement between the United States and a foreign government, which the Department of Transportation has determined meets the requirements of the Fly America Act. These bilateral/multilateral agreements are called "Open Skies" Agreements and a list of these agreements (currently four – with European Union, Australia, Switzerland, and Japan) along with other exceptions to the Fly America Act can be found in the Federal Travel Regulation Guidelines FTR Section 301-10.135-138.

AMERICA COMPETES ACT

America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education and Science Act of 2007 (America COMPETES Act) Pub. L. 110-69 requires all grant applications to NSF that include funding for postdoctoral researchers describe mentoring activities provided for these individuals. Final reports must describe the mentoring activities that were made available. Proposals must include a plan for training and oversight on the responsible and ethical conduct of research to undergraduate students, graduate students, and postdoctoral researchers who will participate in the proposed project. All final project reports and citations of published research that result from research funded in whole or in part by NSF should be made available to the public in a timely manner and electronically through NSF's web-site.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Subrecipient's signature on this Subaward constitutes a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. If at any time, Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall promptly notify Research Foundation. In the event Subrecipient fails to notify Research Foundation, this Subaward will

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terminate as of the date of such debarment, suspension, ineligibility and voluntary exclusions, pursuant to Paragraph 7(C), as such failure to notify is considered a material breach of this Subaward. In the event the Subrecipient or its principals become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency, the Subaward will terminate immediately pursuant to Paragraph 7(C), as debarment, suspension, ineligibility and voluntary exclusions are each considered a material breach.

CERTIFICATION REGARDING LOBBYING

Subrecipient 's signature on this Subaward constitutes a certification that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient , to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement; if any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the Prime Agreement Subrecipient shall complete and submit Standard form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Subrecipient agrees to notify the Research Foundation immediately if there is a change in circumstances in its status as to this certification.

CERTIFICATION REGARDING VICTIMS OF TRAFFICKING

Subrecipient's signature on this Subaward constitutes a certification that it is in compliance with the Victims of Trafficking and Violence Protection Act of 2000, P. L. 108-193 and P.L 109-164; codified at 22 USC 7104 as amended, 2 CFR 175 (award term for trafficking in persons for grants and cooperative agreements), or FAR regulation at Subpart 22.17; FAR contract clause at 52.222.50, as applicable. Subrecipient further certifies that it will notify the Federal government in the event of violation by any employee.

EMPLOYEE WHISTLEBLOWER PROTECTIONS

Subrecipient agrees that its performance of this Subaward will comply with the provisions of 41 U.S.C. 4712, which enacts the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections". 41 U.S. C. 4712 provides that

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an employee of a contractor, Subrecipient , or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in the Code information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Subrecipient and its subgrantees and Subrecipient s at any tier shall: (i) inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program and shall, (ii) inform their employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. Subrecipient shall include such requirements in any agreement made with a Subrecipient or subgrantee.

VENDEX

If applicable, the Subrecipient certifies compliance with the New York City Administrative Code regarding VENDEX registration requirements. Specifically, the City maintains information for every city contract and prospective vendor for awards over $100,000 and for vendors or Subrecipient s doing more than $100,000 in cumulative annual business with the City. Please note VENDEX questionnaires are also required for sole sourced contracts valued at $10,000 or more.

More information can be found at:
http://www1.nyc.gov/site/mocs/resources/vendex.page

NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Subrecipient certifies that it shall be subject to, and comply with, the New York State Information Security Breach and Notification Act (the "Act") (N.Y. Gen. Bus. Law § 899-aa), if applicable. Subrecipient agrees to notify Research Foundation immediately if it has cause to believe that any applicable data received or prepared under this Subaward may have been obtained by an unauthorized person as defined in the Act and that Subrecipient will consult with Research Foundation prior to, during and after any required notifications. Subrecipient agrees to be solely responsible for any required notifications and agrees to indemnify Research Foundation against any damage due to a breach of security caused by Subrecipient.

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FOREIGN CORRUPT PRACTICES ACT

Subaward certifies compliance by signing this Subaward that Subrecipient, its employees, representatives, agents, are in compliance with the Foreign Corrupt Practices Act (FCPA), where applicable, which prohibits the payment of anything of value to any foreign official for purposes of influencing any act or decision of a foreign official to advance business opportunity, including payments to a third-party who would act as agent. Subrecipient certifies it has not engaged in any activity, either directly or indirectly, that would constitute corruption, prohibited payments, political contributions or cash payments under the FCPA. Furthermore, Subrecipient certifies that it or its agents, employees, have not promised, authorized or offered anything of value to a foreign government official on behalf of the Subrecipient to secure an improper advantage, obtain or retain business, or direct business to any other person or entity, including payments to third parties knowing that the payment would be used for bribes. Subrecipient further certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency.

ENCOURAGE SUBRECIPIENTS TO BAN TEXTING WHILE DRIVING

Subrecipient certifies compliance with Executive Order 12513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. The Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving Company-owned or rented vehicles or Government-owned vehicles; or Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. The Subrecipient is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as an establishment of new rules and programs or re-evaluations of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

IRAN DIVESTMENT ACT

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) Section 165-a, effective April 12, 2012. This act may be viewed in its entirety at http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf. Pursuant to SFL Section 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list ("prohibited entities list") of "persons" who are engaged in "investment activities in Iran" (defined terms in the law). The list may be found on the OGS website at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

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Subrecipient certifies that it is not included on the prohibited entities list. Subrecipient further certifies that it will not contract with any organization that is identified on the prohibited entities list. If at any time Subrecipient or any organization it contracts with is added to the prohibited entities list it shall immediately notify Foundation.

COMPLIANCE WITH LAWS

The Subrecipient shall perform all services under this Subaward in accordance with all applicable laws and regulations as are in effect at the time such services are performed.

April 2016 (revised)

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ATTACHMENT 1 TO APPENDIX C

FFATA REPORTING REQUIREMENTS

Subrecipient shall provide the names and total compensation of the five most highly compensated executives of the Subrecipient entity if the following items (1) and (2) apply.

(1) The Subrecipient in its preceding fiscal year received-
   a. 80 percent or more of its annual gross revenues in Federal awards; and
   b. $25,000,000 or more in annual gross revenues from Federal awards; and

(2) The public does not have access to information about the compensation of the senior executives of the entity 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 [26 USC § 6104].

Please complete Section A, B or C, as appropriate, and complete Section D's Certification :

A. Subrecipient is exempt from FFATA reporting because either item (1) or item (2) does not apply.

Check if applicable ☒

OR

B. Subrecipient is exempt from FFATA reporting because there is no change in the most highly compensated individuals or their total compensation.

Check if applicable ☐

OR

C. Subrecipient is not exempt from FFATA reporting. **Subrecipient has included the names and compensation information for its five most highly compensated executives, enclosed herein as a separate document.**

Check if applicable ☐

AND

D. Certification

Please complete all fields below:

Subrecipient Legal Name: Suffolk County Community College

TIN: 26-2415339

DUNS No.: 068017615

Congressional District: NYS-001, 002, 003

I certify that the information provided above is accurate and complete.

BY: Shaun L. McKay

NAME: Dr. Shaun L. McKay

TITLE: President

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Attachment 2
Conflict of Interest Disclosure
(Applicable to all Federal Subrecipients)

Subrecipient: Suffolk County Community College Subrecipient P.I.: Sharadha Sambasivan

Research Foundation P.I.: Timothy Paglione Subaward #: 7N008-A Term: _____

Check the Applicable Statement

1) Subrecipient hereby certifies that it has an active and enforced conflict interest policy that is consistent with all applicable federal regulations. Subrecipient also certifies that, to the best of its knowledge:

(a) each investigator (as defined consistent with applicable federal regulations) has made all the requisite disclosures as required by the Subrecipient's conflict of interest policy; and,
(b) all identified significant conflicts of interest have or will have been satisfactorily managed, reduced, or eliminated in accordance with the Subrecipient's conflict of interest policy prior to the expenditure of any funds under this Subaward Agreement. [X]

The Subrecipient shall, within the time frame required by law, notify the Research Foundation Office of Legal Affairs located at 230 W. 41st Street, 7th Floor, New York, NY 10036 in a separate letter, signed by an authorized institutional representative of the existence of any significant conflict of interest as defined by federal regulations, provide assurance that the conflict has been addressed and indicate whether the conflict has been managed, reduced or eliminated. Please identify whether a conflict exists and has been managed accordingly, so that we are on notice if such a letter is forthcoming, by checking the appropriate action below:

a. managed _____ b. reduced _____ c. eliminated _____

If the Subrecipient Institution has approved a management plan with regards to the conflict of interest, it shall submit the plan with this Subaward Agreement and shall submit all renewals on an annual basis during the project period.

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2) Subrecipient does not have an active and/or enforced conflict of interest policy and hereby agrees to comply with the Research Foundation of CUNY policies and procedures relating to financial conflicts of interest. [ ]

Shaun L. McKay
Signature of Authorized Representative

Dr. Shaun L. McKay
Name

President
Title

6/24/16
Date

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APPENDIX D: INVOICE

TO:
ADDRESS:

FROM:

SUBAWARD NO:
SUBAWARD AMOUNT: SUBAWARD PERIOD: FROM
TO

INVOICE NO._____ INVOICE PERIOD: FROM:
TO:

COST	AMOUNT FOR CURRENT PERIOD	CUMULATIVE FROM INCEPTION	MATCHING COST
PERSONNEL			
FRINGE BENEFITS			
TOTAL PERSONNEL COSTS			
TRAVEL			
EQUIPMENT			
SUPPLIES			
CONTRACTUAL			
STIPENDS			
OTHER			
TOTAL DIRECT COSTS			
INDIRECT COSTS			
TOTAL COSTS			

SAMPLE

I hereby certify that to the best of my knowledge the itemized expenses herein contained on this invoice and for which compensation is requested, are for services actually performed and costs incurred pursuant to the terms of the agreement; and that no payment has heretofore been requested or received by me for any part thereof. I further certify that the documentation concerning this claim is on file and will be made available for audit purposes by the Foundation or any other person authorized by the Foundation including city, state, and federal auditors.

SIGNATURE

BY:_____
(Signature)
NAME:_____
(Print Name)
TITLE:_____
(Print Title)
DATE:_____

Suffolk
COUNTY COMMUNITY COLLEGE

1679

To: Jon Schneider, Deputy County Executive

From: Gail Vizzini, Vice President for Business and Financial Affairs

Date: July 6, 2016

Subject: Request for Accepting and Appropriating a Grant Sub-Award for a Suffolk County Community Program

Enclosed are the application and requisite forms to request acceptance and appropriation of a grant sub-award for a project at Suffolk County Community College.

Proposal _____ Grant Sub-award__X___ Subcontract_____

Program Name: The Research Foundation of the City University of New York On Behalf of York College for a NASA New York State Grant Community College Partnership Program

Amount of Grant: $11,175

Full-Time Positions: None

Please call me if there are any questions regarding this request.
An e-mail version of the resolution was sent to CE RESO REVIEW:

File names: Reso-SCCC-CUNY RF NASA Award 16.docx
Backup-SCCC-CUNY RF NASA Award 16-SCIN 175A.docx

cc: Paul Beaudin, PhD, Dean of Instruction, Academic Affairs
John Bullard, Jr., Associate Dean for Financial Affairs

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Introductory Resolution No. -2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING A GRANT SUB-AWARD FROM THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK ON BEHALF OF THE OFFICE OF COMMUNITY COLLEGES AND OFFICE OF THE EDUCATION PIPELINE FOR A PROJECT ENTITLED " SCALING QUANTWAY/STATWAY IN THE SUNY SYSTEM, 100% REIMBURSED BY STATE FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, Suffolk County Community College has received a grant sub-award from The Research Foundation for The State University of New York on Behalf of the Office of Community Colleges and Office of the Education Pipeline for a project entitled "Scaling Quantway/Statway in the SUNY System", in the amount of $20,000, for the period of July 16, 2015 through June 30, 2018; and

WHEREAS, this program will provide funding to compensate a faculty lead on each campus, as well as faculty trainer of mathematics tutors on the Quantway methodology to support students in developmental mathematics; and

WHEREAS, no matching funds are required as the program is 100% reimbursed by State funds; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the grant on June 16, 2016 by Resolution No. 2016.53; and

WHEREAS, the College anticipates spending the $20,000, in accordance with the terms of said grant sub-award by June 30, 2018; now therefore be it

1st **RESOLVED**, that said grant sub-award, in the amount of $20,000, from the Research Foundation for The State University of New York on Behalf of the Office of Community Colleges and Office of the Education Pipeline for a project entitled "Scaling Quantway/Statway in the SUNY System", for the period of July 16, 2015 through June 30, 2018, be accepted and appropriated for the operation of the project as follows:

REVENUES:	AMOUNT:
State Grant: Scaling Quantway/Statway SUNY System: GC85-GC8516-543329-G000	$ 20,000

APPROPRIATIONS:	AMOUNT:
Scaling Quantway/Statway SUNY System: GC85-GC8516	$ 20,000

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Suffolk County Community College
Scaling Quantway/Statway SUNY System
GC85-GC8516

611000-Personal Services	$ 17,157
611130-Temporary Salaries	9,289
611570-Full-time Overload	7,868
628000-Employee Benefits	$ 1,943
628160-TIAA CREF Retirement	630
628330-Social Security	1,313
713000-Supplies, Materials and Other:	$ 900
713100-Instructional Supplies	900

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

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2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and Appropriating a Grant Sub-award from The Research Foundation for The State University of New York on Behalf of the Office of Community Colleges and Office of the Education Pipeline for a project entitled "Scaling Quantway/Statway in the SUNY System", 100% Reimbursed by State Funds at Suffolk County Community College

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant sub-award from The Research Foundation for The State University of New York on Behalf of the Office of Community Colleges and Office of the Education Pipeline, in the amount of $20,000, for a project entitled "Scaling Quantway/Statway in the SUNY System", during the 2015-2016 through the 2017-18 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the budget for Suffolk County Community College by accepting and appropriating the grant sub-award from The Research Foundation for The State University of New York on Behalf of the Office of Community Colleges and Office of the Education Pipeline, in the amount of $20,000, for a project entitled "Scaling Quantway/Statway in the SUNY System".

JUSTIFICATION: This program will provide funding to compensate a faculty lead on each campus, as well as faculty trainer of mathematics tutors on the Quantway methodology to support students in developmental mathematics.

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 and Appropriating a Grant Sub-award from The Research for The State University of New York on Behalf of the Office of Community Colleges and Office of the Education Pipeline for a project entitled "Scaling Quantway/Statway in the SUNY System", 100% Reimbursed by State Funds at Suffolk County Community College

3. Purpose of Proposed Legislation
To accept a grant sub-award from the Research Foundation for The State University of New York on Behalf of the Office of Community Colleges and Office of the Education Pipeline for a project entitled "Scaling Quantway/Statway in the SUNY System", in the amount of $20,000, during the 2015-2016 through 2017-18 fiscal year.

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

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

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

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact.
The grant sub-award from the Research Foundation for The State University of New York on Behalf of the Office of Community Colleges and Office of the Education Pipeline for a project entitled "Scaling Quantway/Statway in the SUNY System", will provide $20,000, for the period of July 16, 2015 through June 30, 2018, and will be used for the operation of the grant project during the 2015-2016 through the 2017-18 fiscal year.

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

8. Proposed Source of Funding: Research Foundation for The State University of New York On Behalf of the Office of Community Colleges and Office of Education Pipelin

9. Timing of Impact: July 16, 2015 through June 30, 2018

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Henrietta Ytuarte Accountant	Henrietta Ytuarte	June 30, 2016

SCIN FORM 175b (10/95)

Suffolk COUNTY COMMUNITY COLLEGE 1680

Office of the President

BOARD OF TRUSTEES
June 16, 2016

RESOLUTION NO. 2016.53 - Accepting a Grant Sub-Award from the Research Foundation for the State University of New York on Behalf of the Office of Community Colleges and Office of the Education Pipeline for a Project Entitled "Scaling Quantway/Statway in the SUNY System"

WHEREAS, Suffolk County Community College has received a grant sub-award in the amount of $20,000 from The Research Foundation for The State University of New York on behalf of the Office of Community Colleges and the Office of the Education Pipeline for a project entitled "Scaling Quantway/Statway in the SUNY System," for the period of July 16, 2015 through June 30, 2018, and

WHEREAS, this program will provide funding to compensate a faculty lead on each campus, as well as a faculty trainer of mathematics tutors on the Quantway methodology to support students in developmental mathematics, and

WHEREAS, matching funds are not required, and

RESOLVED, that a grant award in the amount of $20,000 from The Research Foundation for The State University of New York on behalf of the Office of Community Colleges and the Office of the Education Pipeline for a project entitled "Scaling Quantway/Statway in the SUNY System," for the period of July 16, 2015 through June 30, 2018, is hereby accepted, and the College President, or his designee, is authorized to execute a contract with the administering agency.

Project Director: Paul Beaudin, PhD

Note: No full-time personnel

Bryan Lilly
Secretary

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Western Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

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RESOLUTION NO. 2016. ACCEPTING A GRANT SUBAWARD FROM THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK ON BEHALF OF THE OFFICE OF COMMUNITY COLLEGES AND OFFICE OF THE EDUCATION PIPELINE FOR A PROJECT ENTITLED "SCALING QUANTWAY/STATWAY IN THE SUNY SYSTEM"

WHEREAS, Suffolk County Community College has received a grant sub-award in the amount of $20,000 from The Research Foundation for The State University of New York on behalf of the Office of Community Colleges and the Office of the Education Pipeline for a project entitled "Scaling Quantway/Statway in the SUNY System", for the period of July 16, 2015 through June 30, 2018, and

WHEREAS, this program will provide funding to compensate a faculty lead on each campus, as well as a faculty trainer of mathematic tutors on the Quantway methodology to support students in developmental mathematics, and

WHEREAS, matching funds are not required, and

RESOLVED, that a grant award, in the amount of $20,000, from The Research Foundation for The State University of New York on behalf of the Office of Community Colleges and the Office of the Education Pipeline for a project entitled "Scaling Quantway/Statway in the SUNY System", for the period of July 16, 2015 through June 30, 2018, is hereby accepted, and the College President, or his designee, is authorized to execute a contract, with the administering agency.

Project Director: Paul Beaudin, PhD

Note: No full-time personnel

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Board of Trustees Meeting
Date: June 16, 2016

ABSTRACT

Grant Proposal ____ Grant Award X

Funding Source: The Research Foundation for The State University of New York

Project Title: Scaling Quantway/Statway in the SUNY System

Project Director: Paul Beaudin

Project Period: July 16, 2015 through June 30, 2018

Campus: College-Wide

Amount of Award: $ 20,000

Match/Fees: N/A

Total Program Budget: $ 20,000

In-kind Contribution: N/A

Full-Time Positions/Reassigned Time: None

No. of Students to be Served: 400/year

Type of Student to be Served: Suffolk County Community College students

Description of Project:
This program will provide College funding to appoint a leadership team that shall consist of an administrative leader, and a faculty member or members in mathematics to teach at least one section of the Statway and the Quantway Pathways course. The faculty group will select among itself a facilitator for the Team.

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Name	Scaling Quantway/Statway in the SUNY Sytem	
	07/16/15-06/30/2018	
Code	**Description**	**Budget**
611130	Temporary Salaries	9,289.00
611570	Full Time Overload	7,868.00
628160	TIAA-CREF Retirement	630.00
628330	Social Security	1,313.00
713100	Instructional Supplies	900.00
	Total Award	**20,000.00**

G365

SUFFOLK COUNTY COMMUNITY COLLEGE
OFFICE OF GRANTS DEVELOPMENT
GRANT / CONTRACT SUBMISSION FORM

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CHECK ONE OF THE FOLLOWING:

☐ PROPOSAL ☒ GRANT AWARD ☐ (SUB)CONTRACT AWARD ☐ LETTER OF INTENT TO SUBMIT

LOCATION: ☐ AMMERMAN ☐ GRANT ☐ EASTERN ☒ CENTRAL ☐ CTC ☐ OCE

PROJECT TITLE Scaling Quantway/Statway in the SUNY System

FUNDING SOURCE SUNY RF/Carnegie Foundation/Gates Foundation

TOTAL REQUEST $20,000 **TOTAL PROJECT COST** $20,000 **DUE DATE** 4/19/16

PROJECT PERIOD July 16, 2015 - June 30, 2018 **IN-KIND $** 0

CASH MATCH ($) 0 **& BUDGET CODE(S) FOR MATCH** n/a

REASSIGNED/RELEASE TIME 6 cr/hr for lead faculty; 1cr/hr tutor trainer

GRANT/CONTRACT-FUNDED POSITIONS

SPECIAL SPACE REQUIREMENTS

☐ **I HAVE ATTACHED A COPY OF THE FUNDING AGENCY'S GUIDELINES (i.e., RFA or RFP)**
☒ **I HAVE ATTACHED A COPY OF THE PROPOSAL AND/OR THE AWARD LETTER**
☒ **I HAVE ATTACHED A COPY OF THE PROJECT BUDGET**
☒ **I HAVE INDICATED STRATEGIC GOALS/OBJECTIVES ADDRESSED BY THIS PROJECT (page 2)**
☒ **I HAVE PROVIDED A WRITTEN ABSTRACT OR PROJECT SUMMARY (page 3)**
☐ **I PLAN TO PURCHASE I.T. EQUIPMENT (If so, your Campus' ETU must approve project–see #3 below)**

SIGNATURES (Project Director secures 1-3, then submits to Asst. Dean of Grants)

1. **Academic Chair/Supervisor** _____ **Date** 6/14/16
2. **Campus Dean/AVP** _____ **Date** _____
   OR
   Executive Director _____ **Date** _____
3. **Campus ETU (optional)** _____ **Date** _____
4. **College Asst. Dean of Grants** _____ **Date** 6/15/16
5. **Area Vice President** _____ **Date** 6/14/16
6. **VP–Business/Financial Svcs.** _____ **Date** 6/15/16

Paul Beaudin, Ed.D — Dr. Paul Beaudin, Dean of Instruction
Signature of PD/PI (Proposer) — **Proposer's Title (Print)**

Academic Affairs — 451-4089 — 6/14/16
Proposer's Department/Division/Office — **Proposer's Phone #** — **Date Signed**

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SCCC STRATEGIC PLAN – INSTITUTIONAL GOALS AND OBJECTIVES

Check off all of the institutional objectives that apply to the grant/contract proposal or award you are submitting:

Goal 1.0: Student Success: To foster the intellectual, physical, social and civic development of students through excellent and rigorous academic programs and comprehensive student support services.

☒ 1.1 Increase the completion rate of first-time, full-time (FTFT) students in gateway courses through enhanced engagement with faculty, academic support and student services.

☒ 1.2 Increase the fall-to-spring persistence rates of all credit bearing students to 75% and fall-to-fall retention rates for FTFT students to 70% by supporting students through enhanced engagement with faculty, academic support, and student services.

☒ 1.3 Increase the three-year graduation rate of FTFT students to 20% through enhanced engagement with faculty, academic support, and student services.

Goal 2.0: Community Development/Societal Improvement: To promote social and economic development of the community we serve.

☐ 2.1 Enhance the local workforce by increasing partnerships with key employment sectors and offering programs to address the employment skills gap in Suffolk County.

☐ 2.2 Expand targeted outreach to non-traditional constituents to increase the number of non-traditional students served through continuing education and traditional academic programs.

☒ 2.3 Enhance community enrichment through increased participation in social and cultural events, initiatives, and activities conducted by the College or in partnership with external stakeholders.

☒ 2.4 Expand partnerships with local high schools, school districts, and other higher education institutions to ensure successful and smooth transitions from high school to college.

Goal 3.0: Access and Affordability: To provide access to higher education by reducing economic, social, geographic and time barriers.

☐ 3.1 Improve access by developing needed facilities and reducing geographic barriers associated with campus structures and topography through the implementation of the Capital Program as evidenced by specific project completion each year.

☐ 3.2 Reduce the economic barriers to higher education by maximizing institutional efficiencies in order to minimize increases in College operating costs, as evidenced by the budget.

☐ 3.3 Reduce the economic barriers to higher education associated with limited financial aid by increasing the number of applications for and awards of both merit- and need-based scholarships, as evidenced by Foundations update reports.

☐ 3.4 Reduce social, geographic, and time barriers to academic success through the enhancement of online, web and/or mobile academic and student support by increasing the availability, accuracy and currency of courses, applications and content, as well as the ease and convenience of delivery.

Goal 4.0: Institutional Effectiveness: To monitor and assess the performance of the institution to ensure continuous improvement in achieving the mission, vision and goals of the College.

☐ 4.1 All divisions, departments, programs, services and units of the College will, through the implementation of an integrated planning system, monitor and assess outcomes and communicate evidence that assessments have been used toward continuous improvement in achieving the College's mission, vision, and goals.

Goal 5.0: Communication: To promote transparent and effective communication within the college community and between the college community and external constituencies.

☐ 5. Through written, electronic and face-to-face communication, issue college-wide communication to administrators, faculty, staff, and students in order to promote effective internal communication. In addition each campus will develop methods to deliver and receive departmental and divisional input about their mission-related activities.

☐ 5.2 Through written, electronic, and face-to-face communication, issue information to external constituents and stakeholders about College and student initiatives and accomplishments, as well as community outreach programs, in order to promote the value the college brings to Suffolk County and its citizens.

Goal 6.0: Diversity: To reflect the ethnic, demographic, and economic composition of Suffolk County.

☐ 6.1 Foster and demonstrate measureable improvement in decreasing ethnic disparities within its instructional and non-instructional faculty and staff for pan-cultural groups.

☒ 6.2 Decrease achievement disparities among pan-cultural groups and across socioeconomic groups by developing partnerships and approaches aimed at decreasing the need for developmental education, improving the rate of persistence Fall-to-Spring for FTFT freshmen, and improving graduation and transfer rates for these populations.

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INFORMATION REQUIRED FOR COUNTY & BOARD RESOLUTIONS:

☐ **Grant Proposal:** $ _____ ***OR*** ☒ **Grant Award:** $ 20,000

Funding Source/Agency: SUNY RF/Carnegie/Gates

Full Project Name: Scaling Quantway/Statway in the SUNY System

Project Period: July 16, 2015 - June 30, 2018

Project Director (PD/PI): Paul Beaudin

Campus/Location: Central

Total Request for Grant/Contract: $20,000

Cash Match: 0

In-kind Contributions: 0

Total Project Budget: $20,000

List Full-Time Positions: none

List Reassigned/Overload Time: 6 cr/hr

Number of Students to be Served:

Type of Students to be Served: developmental math students

Abstract or Project Summary (Limit to space provided below)

SUNY received funds from the Bill & Melinda Gates Foundation to bring the Carnegie Foundation for the Advancement of Teaching's Community College Pathways initiative to scale. The Pathways include Quantway and Statway, math competency programs with a national student success rate that is double the average of traditional remedial classes. The Pathways present engaging, relevant, and useful mathematics concepts that students can use in their daily lives. Statway and Quantway are taught using common curricula, assessments, and online platform, and innovative instructional approaches. Quantway instruction is focused on quantitative reasoning, while Statway focuses on statistics, data analysis, and causal reasoning, combining college-level statistics with developmental math. Suffolk will provide an Administrative Lead, Faculty Facilitator and team members, and Student Services team member and will teach the statistics and/or mathematics content pathway component, provide "Productive Persistence" materials, activities, and interventions to influence non-cognitive factors associated with student learning and persistence, and participate in data collection.

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SUBCONTRACT
BETWEEN
THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK
AND
SUFFOLK COUNTY COMMUNITY COLLEGE

RF Award #72158 Project #1126561

This Agreement ["Agreement"] made by and between **THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK,** a nonprofit, educational corporation organized and existing under the laws of the State of New York, with an office located at SUNY System Administration, 35 State Street, Albany, New York 12207-2826, hereinafter referred to as "Foundation," on behalf of The Office of Community Colleges and Office of The Education Pipeline and **SUFFOLK COUNTY COMMUNITY COLLEGE** an educational institution existing under the laws of the State of New York with its principal offices located at 533 College Road, Selden, New York 11784 hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, Foundation has an award from the (Bill and Melinda Gates Foundation) [Sponsor] to carry out a Project entitled **"Scaling Quantway/Statway in the SUNY System"** [Project]; and

WHEREAS, the aforesaid award provides that Foundation shall subcontract to Contractor a portion of the work and services to be provided in connection with the award; and

WHEREAS, Foundation desires and the Contractor represents that it is competent and willing to perform services in connection with the Project.

THEREFORE, it is agreed by the parties as follows:

1. <u>Scope of Work and Cooperation</u>

a) Contractor agrees to perform and complete in a competent manner all of the work and services detailed in the scope of work, budget, and payment schedule, if

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applicable, attached as Exhibit A to enable the Foundation to meet the requirements of the Project.

b) Contractor agrees to maintain close liaison with the Foundation's Principal Investigator to ensure a well-integrated project effort and to achieve the performance goals during this agreement. In addition, Contractor will provide progress and financial reports as specified herein and in the Scope of Work, Exhibit A.

2. Key Personnel

Foundation's Principal Investigator is Johanna Duncan-Poitier, Senior Vice Chancellor, Office of Community Colleges and Office of the Education Pipeline, The State University of New York

Contractor's Principal Investigator is Paul Beaudin, Dean, Suffolk County Community College.

If Contractor's Principal Investigator (PI) plans to or becomes aware that s/he will: 1) devote substantially more or less effort than the Scope of Work prescribes; 2) sever his/her legal relationship with the Contractor; 3) be absent for a continuous period of three months or more, or; 4) otherwise relinquish active direction of the Project the Foundation must be informed in writing of the same. Any such changes shall be subject to the written approval of the Foundation. The parties shall mutually agree to any revisions to this Agreement required to address such changes.

3. Term

The term of this Agreement shall be from July 16, 2015 to June 30, 2018 unless extended or terminated as provided hereunder.

4. Termination

a) This Agreement may be terminated by either party, with or without cause by giving thirty (30) days written notice to the other party. The thirty (30) days written notice period shall commence on the date contained within the written notice to the affected party.

b) Foundation may suspend this Agreement for cause upon ten (10) days written notice; provided, however, that Contractor will have not more than thirty (30) days from the date of such notice to remedy or cure any default or breach upon initial notice from Foundation. Foundation may withhold payments to Contractor for the purpose of set-off until such time as the exact amount of damages may be determined.

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c) If the Contractor shall fail to fulfill in a proper manner its obligations under this Agreement or violates any of the provisions of this Agreement, Foundation shall have the right to terminate this agreement in whole or in part, by sending written Notice of Termination to the Contractor which shall take effect thirty (30) days from the date contained in the written notice.

d) Upon notification that this Agreement has been terminated or suspended as provided above, the Contractor shall immediately stop all work under this Agreement on the date and to the extent specified in the Notice of Termination. Foundation agrees to compensate the Contractor for all work performed pursuant to the Agreement prior to termination.

5. Compensation and Maximum Cost

a) In full and complete consideration of Contractor's performance, the Foundation shall reimburse Contractor for allowable costs incurred in accordance with the terms of this Agreement, up to $20,000.00 U.S. Dollars. In no event shall the aggregate of all allowable expenditures exceed the maximum cost, except upon formal modification of this Agreement as provided herein.

b) On behalf of the campus, SUNY RF shall pay the Carnegie for the Advancement of Teaching $10,000 as a onetime fee for the inclusion of the participating institution in the Carnegie Network Improvement Community (NIC).

c) Continuing Participating Institutions will have no obligation for monetary contributions at the individual institutional level.

Contractor certifies that, if applicable, the facilities and administrative rate and fringe benefit rate applied to the allowable costs are current and in effect during the term specified herein. Contractor shall inform Foundation of any subsequent changes to the rates.

6. Funding

Contractor understands that the source of the funds for the payment of services hereunder is a **(grant)** from or between the Foundation and the Sponsor, and that the execution of this Agreement does not, nor does it purport to, bind the State University of New York or the State of New York.

7. Payment

a) Contractor may submit a certified invoice in the amount of $20,000.00, upon execution of this agreement, referencing Foundation Award No. 72158 in sufficient detail to permit identification of the costs incurred by Contractor and claimed to constitute allowable costs. Payment shall be subject to audit

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and assessment to ensure the provisions of the Agreement are met and shall be subject to correction and adjustment upon periodic and/or final audit or by reason of disallowance by Sponsor. To this end, an authorized representative of Contractor must attest to the following certification on each invoice:

"I certify that this invoice is correct and that it does not duplicate reimbursement of costs or services received from other sources. In addition, I certify that reimbursement is requested only for expenditures on items approved by the terms and conditions of the Agreement- with the Foundation."

b) Invoice must be sent to the following address:

Jennifer Miller
Director of Community College Support
Educational Pathways Project
Office of Education Pipeline & Community Colleges
State University Plaza, T7
Albany, New York 12246

c) On receipt and approval of the invoice designated by Contractor as the "final invoice" Foundation shall promptly pay any balance of allowable cost.

d) Any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by Contractor or any of its assignees shall be paid or credited to Foundation to the extent that they are properly allocable costs for which the Contractor has been reimbursed by the Foundation.

8. Reports

Contractor acknowledges that timely, completed annual narrative and financial reports are required in order for Foundation to meets its obligations with the Sponsor. Contractor agrees to provide narrative and financial reports as required below:

Report Type	Due Date(s)
Annual Progress & Financial Reports	July 15, 2016 July 15, 2017
Final Progress & Financial Reports	July 15, 2018

Contractor further agrees to provide any additional progress and financial reports as may reasonably be requested by the Foundation.

9. Inventions and Licenses

Notwithstanding the Sponsor's rights and policies pertaining to inventions and licenses as may be specifically provided for in the prime agreement, the

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following claims and rights to inventions and know-how shall be accorded as follows:

a) Foundation shall hold title to all inventions (including know-how) which are discovered during the conduct of work under this Agreement utilizing Foundation or State University of New York facilities. Said inventions are hereinafter referred to as "Foundation inventions."

b) Inventions made using Contractor's facilities exclusively shall belong to Contractor.

c) If both Contractor facilities and Foundation and/or State University of New York facilities are used in carrying out work which leads to an invention under this Agreement, the Contractor and Foundation shall hold joint title to said invention.

d) No license or other rights in Foundation inventions are given to or received by Contractor except as specifically provided for herein.

10. <u>Protected Information</u>

a) The parties acknowledge that they may possess certain proprietary or confidential information which may be utilized in performance of the Project. "Protected Information" shall mean all such proprietary or confidential information provided by the disclosing party in writing and marked "confidential" or if disclosed orally summarized in writing and marked "confidential" and transmitted to the non-disclosing party within thirty (30) days of oral disclosure.

b) Protected Information will only be disclosed to the employees, consultants, students or agents (if applicable) who require the same to fulfill the purposes of the research or a need to know and who have read and are obligated to be bound by this clause. The receiving party shall protect the disclosing party's Protected Information with the same standard of care with which the receiving party treats its own Protected Information. Protected Information shall be used by the receiving party only within the scope of this Agreement.

c) Each party shall, for a period of three (3) years after the termination or expiration of this Agreement, maintain the same level of care to prevent the disclosure of a party's Protected Information, unless otherwise required by law. Upon expiration of the three (3) year period, or upon the request of the disclosing party, whichever is first, the receiving party will destroy all copies of such Protected Information and so certify the same in writing within thirty (30) days. Only one extant copy of such information shall be kept by the receiving party for archival or purposes of audit.

d) Neither party shall be liable for disclosure or use of the information of the other party if said information was:

1) known by the receiving party at the time it was acquired from the disclosing party;
2) already generally available to the public, or subsequently becomes so available without default of the receiving party;
3) received by a party to this Agreement from a third party who did not acquire it directly or independently from a party to this Agreement in confidence;
4) independently developed by the receiving party without the use or reliance on Protected Information, or;
5) required to be disclosed by applicable law, court order or regulations of any applicable governmental agency provided that the disclosing party shall give advance, written notice to the other party of the compelled disclosure.

11. Export Controls

a) This Agreement shall be subject to all applicable government export and import laws and regulations. The Parties agree to comply and reasonably assist the other party, upon request by that party, in complying with all applicable government export and import laws and regulations. The Parties acknowledge that they may not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by the International Traffic in Arms Regulation (ITAR), the Export Administration Regulations (EAR), the Office of Foreign Assets Controls (OFAC), the United States Department of State's State Sponsors of Terrorism, or by any other United States government agency without first obtaining the appropriate license.

b) Contractor confirms that the confidential information it discloses does not contain export controlled technology or technical data identified on any US export control list, including but not limited to the Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 121. In the event Contractor intends to provide Foundation's Project Director with export controlled information, Contractor will inform Foundation's Administrative Contact in writing thirty (30) days prior to the release of export controlled technology or technical data. Contractor agrees not to provide any export controlled information to Foundation's Project Director, or others at Foundation or the State University of New York without the written agreement of Foundation's Administrative Contact. If the U.S. Government imposes a fine or penalty upon Foundation due to Contractor's failure to notify the Foundation as described above, Contractor will indemnify and hold Foundation harmless from any resulting fines and penalties from such omission.

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12. Publication

Contractor may publish any information, oral or written, concerning the results or conclusions made pursuant to the performance of this Agreement as follows:

No less than forty-five (45) days prior to publication, Contractor shall provide the Foundation with a copy of any proposed manuscript for scientific review, written comment, and/or identification and protection of Foundation or Sponsor confidential or proprietary information. If contractor does not receive a written response from Foundation within forty-five (45) days, the Contractor may proceed with publication and/or release of information as proposed. Moreover, in order to protect patentable material, Foundation may require an additional sixty (60) day delay in publication in order to coordinate the filing of any invention disclosures. In no event shall this delay exceed sixty (60) days without mutual written agreement by both parties.

13. Warranty of Originality

Contractor warrants that all material produced by Contractor and delivered to Foundation hereunder shall be original, except for such portion as is included with permission of the copyright owners, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the Foundation from any costs, expenses and damages resulting from any breach of this warranty.

14. Data and Copyrights

Data Rights: Subject to the terms of this Agreement as well as any applicable federal, state or local laws and/or Sponsor regulations, Contractor shall have the right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by Contractor in performance of this Agreement for non-commercial purposes.

Copyrights: Contractor grants to Foundation an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Agreement to the extent required to meet Foundation obligations to the Sponsor under the prime award and for non-commercial, educational purposes.

15. Ethical Conduct

The Foundation strives to maintain the highest ethical standards in all of its operations. All parties acting pursuant to this Agreement will establish standards,

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policies and procedures of ethical conduct that address, but are not limited to, the areas of conflict of interest, misconduct in science, fraud, abuse and waste.

16. Compliance with Laws and Regulations

a) The parties agree to comply with all federal, New York State, and other applicable laws and regulations in performing the obligations under this Agreement. This includes, without limitation, the Sponsor policies and the express terms of Foundation's agreement with Sponsor, which are incorporated by reference as a material part of this Agreement even if not specifically identified in this document.

b) Contractor and Foundation also agree to comply with the Foundation's Purchase Order requirements, as applicable, listed on Exhibit X, which is attached and incorporated as a material part of this Agreement.

c) This Subcontract **is not** subject to Federal Funding Accountability and Transparency Act.

17. Records

Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing and supporting all costs incurred under this agreement. Contractor will insure that appropriate internal controls are in place and properly functioning for the accounts, records and other evidence showing and supporting all costs incurred under this agreement. All accounts and records relating to this agreement shall be subject to inspection by Foundation or its duly authorized representative(s). All accounts and records shall be preserved by the Contractor for a period of six (6) years after final settlement of this agreement. At any time, the Foundation may have vouchers and statements of costs audited by Foundation or Sponsor, or other parties authorized to audit Foundation activities and any payment may be reduced for overpayments or increased for underpayments based on such audit. The system of accounts employed by the Contractor shall be in accordance with the accounting principles required under Foundation's agreement with the Sponsor.

18. Liability; Indemnification

Both parties agree, to the fullest extent permitted by law, to indemnify, hold harmless and defend the indemnified parties and its directors, officers, employees, consultants, agents and representatives against all claims, including claims of third parties, causes of action, damages, losses or expenses, including without limitation attorneys' fees, arising out of or resulting from this Agreement or any action arising hereunder; provided, the indemnified party's actions are not based upon negligence or willful misconduct.

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19. Insurance

Contractor shall, at its own expense, maintain insurance of the types and in the amounts specified below.

1) Workers' Compensation (including occupational disease) and Employer's Liability: Statutory New York State Limits. Employers' Liability minimum limit of $1,000,000;
2) Disability Benefit Insurance as mandated by State law;
3) Commercial General Liability: Bodily injury, Personal Injury, and Property Damage with minimum limit of $2,000,000 per occurrence and $5,000,000 aggregate. Limit may be provided through a combination of primary and umbrella/excess liability policies;
4) Auto Liability (if applicable): $2,000,000 combined single limit Bodily Injury/Property Damage per each accident (including owned, hired, leased and non-owned autos);
5) Professional Liability (medical care, if applicable): Limits of liability greater than $1,000,000 each claim and $3,000,000 aggregate.

This insurance shall be written by a company licensed to do business in New York State with a minimum A.M. Best rating of A-IX.

Contractor shall notify Foundation by registered mail thirty (30) days prior to termination or material change of any policy.

If Contractor fails to maintain Insurance, Contractor shall promptly notify Foundation and Foundation reserves the right to issue a stop-work order until Contractor is in compliance with the above requirements.

Foundation and Sponsor shall be named as primary and non-contributory additional insured's and Contractor shall provide evidence of such in the form of Certificates of Insurance upon request. If self-insured, these certificates should note any self-insured/deductible amounts for each policy

Contractor waives all rights of subrogation to the extent damages are covered by the above described policies.

20. Notices

All notices shall be sent by U.S. First Class Mail or via overnight delivery to the addresses listed below. Notice will be deemed acceptable if sent via electronic mail (e-mail) if followed by formal written notice in accordance with this Section.

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To Foundation:
The Research Foundation for
The State University of New York
35 State Street
Albany, NY 12207
E-mail: Kathy.Barberis@rfsuny.org
Telephone: (518) 434-7265
Fax: (518) 935-6727
Attention: Kathleen Barberis

To Contractor:
Suffolk County Community College
533 College Road
Selden, New York 11784

E-mail: beaudip@sunysuffolk.edu
Telephone: (631) 451-4089

Attention: Paul Beaudin

21. Dispute Resolution

Foundation and Contractor shall attempt to resolve any dispute as follows:

a) In good faith by direct, confidential and informal negotiations. Unless otherwise directed by Foundation pursuant to termination procedures provided herein and to the fullest extent possible, Contractor shall proceed with the performance of its obligations under this Agreement.

b) If the parties are unable to resolve the dispute informally, they may consent to non-binding arbitration upon mutual agreement.

c) Notwithstanding the above, either party may pursue litigation in any court of competent jurisdiction in New York State.

22. Assignment and Subcontracting

Contractor shall not assign, transfer, or convey this Agreement or any part hereof, or any interest herein, nor shall the Contractor subcontract for the performance of any of its obligations hereunder, without the prior written consent of the Foundation. Any such subcontracts and all other arrangements made by Contractor in connection with its performance hereunder, shall be made subject to, and consistent with this Agreement and Foundation's Agreement with the Sponsor.

23. Status of Parties

a) The relationship of the parties shall be that of principal and independent contractor and not of an employer-employee relationship. Contractor hereby warrants that it is: (i) in compliance with all tax filings and similar requirements imposed on it; and (ii) solely responsible for paying income taxes, FICA taxes, and other taxes and assessments which arise from receipt of payments under this Agreement.

b) This Agreement shall not be construed to contain any authority, either express or implied, enabling the Subcontractor to incur any expense or perform any act on behalf of Foundation without express written consent.

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24. Modifications

This Agreement may not be changed, amended, modified or extended unless in writing and duly signed by the parties hereto.

25. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

26. Governing Law

This Agreement shall be construed according to the laws of the State of New York, without regard to conflict of law provisions, and shall be deemed to have been executed in the State of New York. Any litigation shall be brought to an appropriate court within the State of New York.

27. Severability

In the event any provisions of this agreement are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof.

28. Use of Name

The parties agree not to use the name, any logotypes or symbols of the other party in any advertising, sales promotion, or other publicity matter without the prior written approval of the other party. However, this provision is not intended to restrict either party from disclosing the existence and nature of this Agreement, or from including its existence in the routine reporting of the party's activities.

29. Survival

In the event of termination of this Agreement for any reason, the following sections shall survive termination: 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 25, 26, and 28.

30. Entire Agreement

This Agreement represents the entire agreement and understanding of the parties hereto. No prior writings, conversations, or representations of any nature shall be deemed to vary the provisions of this Agreement.

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31. Order of Precedence

In the event of a conflict between this Agreement and Exhibit A, this Agreement shall take precedence and control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below. By executing this Agreement, Contractor provides any assurances and/or certifications of compliance required herein.

THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK

By _____

Name Kathleen Barberis

Title Director, Contract & Grant Services
Sponsored Programs Office

Date 5/13/16

SUFFOLK COUNTY COMMUNITY COLLEGE

By _____

Name Dr. Shaun L. McKay

Title President

Date 6/29/16

EXHIBIT A 1680

SCOPE OF WORK

Participating SUNY College Leadership Teams

Each SUNY Participating Institution shall appoint a leadership team. The team shall consist of an administrative leader, a faculty member or members in mathematics each of whom will be teaching at least one section of the Pathway course selected by the Participating Institution, and a counselor or student advisor. This faculty group will select among itself a facilitator for the Team. The administrator on the Team will serve as the institutional lead and focus on institutional policies, practices and procedures, and be the contact person for any questions regarding data collection. The counselor or student advisor will represent and promote the pathway(s) to his or her colleagues responsible for the identification and recruitment of eligible students to enroll in the pathway. The responsibilities of the team are outlined below:

1. Administrative Lead:

    a. Participate in administrator conference calls, monthly or as needed.
    b. Work with faculty to ensure Pathways course curriculum is approved through the local governance process and listed in the catalog.
    c. Ensure that participating faculty members are assigned to teach at least one section of Quantway and/or Statway beginning in 2016-2017
    d. Serve as the point of contact for any questions regarding data collection (alternatively, the college may appoint a designee from its office of Institutional Research for data questions).
    e. Convene campus team to develop, revise, and maintain a Quantway/Statway implementation and campus scale-up plan.

2. Faculty Facilitator and Team Members:

    a. Participate in Faculty Support Program including engaging with on-line resources and working with an experienced faculty member.
    b. Attend the Preparing to Teach track at one or more trainings/plenary/convenings held by SUNY and Carnegie during the project period.
    c. Designate the team's faculty facilitator who participates in monthly facilitator calls.
    d. For each section offered, ensure that students complete common summative assessments that are included in the online platform. This is to enable Carnegie to be able to measure student learning in a consistent manner across all colleges that are engaged in the national network.

3. Student Services Team Member:

    a. Devise and lead local student recruitment efforts, including ensuring that student services staff are knowledgeable about the Pathways.

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b. Participate in conference calls and/or network activities in preparation for student recruitment and advising and to promote Pathway(s) enrollment.

Pathways Curriculum- the "Kernel"

Because the Pathways can only be assessed and improved if all participating institutions use the "Kernel" described below, Networked Improvement Community members shall implement all components of the Kernel in their curriculum as set out below in more detail. Faculty are invited to participate in committees at the national level to make changes to the components of the kernel.

The Kernel: The Kernel of both the Statway and the Quantway Pathways consist of 3 components, as follows:

1. The statistics and/or mathematics content component:

    a. a set of specified learning outcomes (which have been established by the Carnegie Committee on Student Learning Outcomes in concert with the major mathematical and statistical organizations and to meet standards for college transfer credit);
    b. an instructional sequence of classroom lesson materials, with clear learning goals for each;
    c. a core set of assessments for both the midpoint and the end of the Pathway as a whole (summative assessments that will be used to judge whether students have achieved the outcomes of the course of study). Additional formative assessments at the end of modules are also available;
    d. the Statway and Quantway online platform, interactive textbook equivalent, and formative assessments; and
    e. materials for each topic, including just-in-time components to supply mathematical skills needed for the topic but which a student may not yet have.

2. Productive Persistence, the student motivation and engagement component, consists of:

    a. materials and activities that address the non-cognitive factors that can affect student learning are integrated into the instructional system of the Pathway.
    b. interventions and activities identified as increasing academic tenacity, motivation and productive learning strategies to facilitate student achievement and persistence.

3. Data collection, described in more detail below.

Data Collection

Individual Campus Data Collection:

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a. Provide a description of the college placement tool(s) and cutoff score(s) that determine a student's placement into developmental/college level math courses and make every attempt to provide those test scores in SIRIS. In addition, the college agrees to flag students placed into remedial/developmental math courses with an indicator in their SIRIS submission.
b. Identify the course sections (course section IDs) that are being offered as Quantway and/or Statway.
c. Work with System Administration to identify subsequent college-level math course sections for which Quantway (or Statway) is a prerequisite. This may involve flagging these course section offerings with an indicator in SIRIS.

Scope of Work for Implementation and Scaling of Pathways

In order to receive the funding, participating colleges shall provide a scope of work for implementation and scaling of the Pathways, including the identification of each member of the college team, the number of faculty who will be trained; and plans for how many sections will be offered and during which semester(s).

Milestones

SUNY System Administration will reinforce the expectation that each Participating Institution will achieve the following milestones on the following schedule:

Deliverables	Timeframe
All members of the campus Leadership Team will be identified and reported to SUNY. Unless specifically agreed otherwise in writing by SUNY, the Leadership Team includes faculty members who have been identified as planning to teach one of the Pathways courses in each academic year during the Term, beginning in the academic year after which the Participating Institution agrees to participate.	Due prior to the development of the SUNY campus agreement.
Participating campus faculty members will attend a Carnegie National Forum and/or a SUNY Forum to receive training.	Summer of the year in which the Participating Institution agrees to participate.
The Statway and/or Quantway course(s) is (are) college-approved in accordance with the participating campus election. For each academic year after the Participating Institution agrees to participate, at least three sections of one or both are listed in the appropriate Course Catalog and schedule of classes.	Prior to the beginning of each applicable academic year and in accordance with campus policies.

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Participating Institution faculty members complete the pre-teaching component of the Pathways Orientation Program, including both online program activities and phone calls with faculty mentors.	The month prior to the first term in which the course will be taught by the faculty member
Participating Institution will run at least three course sequences of Statway or three sections of Quantway or some combination.	During each of the academic years of the Term after the year in which Participating Institution agrees to participate
For each term, faculty ensure students complete CF surveys at week 1, week 4, and end of term, and complete the common summative assessments. Faculty submit final course grades through the CF online platform and 'conclude' their online courses within 3 weeks of the end of each term.	Each term in which a section of Statway or Quantway is offered
Faculty members will participate in the Faculty Support Program, mentoring, and facilitator calls, orientations, and discussion forums.	Through the Term of this Agreement

Budget and Budget Narrative

Administrator leads at participating colleges shall provide SUNY System Administration a Scope of Work and budget that supports the implementation and scaling of Quantway/Statway. The proposed budget shall be submitted using a budget template along with a budget narrative. Any changes to the budget must be submitted and approved by SUNY System Administration in writing. Expenditures may include:

- Release time, stipends, or overload for faculty to plan, implement, and/or provide coordination for the course(s);
- Professional development for faculty including adjuncts;
- Stipends or release time for support staff (advisors/counselors, learning center staff) necessary for project implementation;
- Additional travel costs for required training;
- Equipment and supplies (marketing materials, copying, etc.);
- Other justified expenditures anticipated by the College

Reporting

Administrative leads at participating colleges shall submit an annual report, due on July 15th each year of the three year grant and shall be submitted electronically to the Office of Community Colleges and the Education Pipeline (Jennifer.Miller@suny.edu) and shall include the following:

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- Proposed number of sections of Quantway/Statway offered and student enrollment each semester in each academic year
- Brief narrative description of the major outcomes, successes, and challenges
- Expenditure report

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Project Title: Quantway/Statway Campus Innovation Budget Request

SUNY grant request should not exceed $20,000
Suffolk County Community College
Lead Contact: Paul Beaudin, PhD

Category		Budget		
Release time, stipends, or overload pay (indicate type and role: faculty, administrators, or support staff)		**SUNY Grant**		Fall/spring ICR O/L per semester
6 credits/year overload for lead faculty on each campus		$7,800	611510	FULL TIME OVERLOAD
1 credit/year overload for tutor trainer		$1,300	611510	
		$0		
		$0		
Release Total		$9,100		
Additional Professional Development & Travel				
Mentoring & training of support tutors		$10,000	611130	TEMPORARY SALARY
		$0		
		$0		
Sub-total additional professional development & travel		$10,000		
Equipment				
		$0		
		$0		
		$0		
Sub-total of Equipment		$0		
Supplies				
Marketing Materials		$0		
Supplies		$0		
Printing of course materials		$900		
Sub-total of Supplies		$900		
Other expenses (please provide detail below regarding the cost)				
		$0		
		$0		
		$0		
Sub-total of Other		$0		
Total		$20,000		

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Exhibit X (July 2015)

Regulatory Framework
OMB Uniform Guidance 2 CFR Part 200, 12/26/2014
Office of Management and Budget (OMB) Circular No. A- 110 2 CFR 215 Section .40-.48 Revised 69 FR 25970, May 10, 2004
Patent and Trademark Amendment of 1980 (Commonly known as Bayh-Dole Act) 35 USC Chapter 18 37 CFR 401
A21 Uniform Administrative Requirements for Grants and Agreements With Institutions of High Education, Hospitals, and Other Non-Profit Organizations, Revised 69 FR 25970, May 10, 2004
A133 Audits of States, Local Governments, and Non-Profit Organizations Revised 69FR 25970, June 27, 2003

Anti-Discrimination
Civil Rights Act of 1964 42 USC 2000d-d-7 42 USC 3601, as amended
Americans with Disabilities Act 47 USC 225, as amended
Vietnam Era Veterans Readjustment Assistance Act of 1972 38 USC 4212, as amended 41 CFR 60-250
Small Business Act of 1958 15 USC 6311-657, as amended 13 CFR 125.4

Specific Administrative Requirements
Buy American Act 41 USC 10A, 106, as amended
International Air Transportation Fair Competitive Practices Act of 1974 (Commonly known as Fly America Act) 49 UCS 40118, as amended

Privacy
Health Insurance Portability and Accountability Act of 1996 (HIPPA) 45 CFR 160-164

Fraud, Waste, and Abuse
Debarment and Suspension Executive Orders 12549 and 12689
Procurement Integrity 41 USC 423, as amended
Covenant Against Contingent Fees 10 USC 2306(b), as amended 41 USC 254(a), as amended

Protection of Living Things
Animal Welfare Act 7 USC 2131 et seq. 9 CFR Subchapter A
Public Health Service Act (For Human Research Protections) 45 CFR 46.101-.409 NIH Guide, Notice OD-00-039
Research Involving Recombinant DNA Molecules 43 FR 60108, 12/11/78

Environmental Protection
Clean Air Act 42 USC 7401-7661, as amended 5 CFR 1
Federal Water Pollution Control Amendments of 1972 (Commonly known as Clean Water Act) 33 USC 1251-1376 40 CFR Subchapter D

Safety & Security
Select Agents DHHS & CDC - 42 CFR 73 USDA & APHIS - 9 CFR 121

Employee Rights/Standards
Occupational Safety and Health Act of 1970 42 USC 3142
Davis-Bacon Act 40 USC 276a-1 to 267a-7, as amended
Contract Work Hours and Safety Standards Act 40 USC 3701-3708
Byrd Amendment Concerning Lobbying 31 USC 1352
Family and Medical Leave Act of 1993 (FMLA) 29 USC 2654
Fair Labor Standards Act of 1938 (FLSA) 29 USC 201, et seq.
Copeland (Anti-Kickback) Act 40 USC 3145 29 CFR 3

Export Control
Export Administration Act of 1979 50 USC app. 2401-2420, as amended Export Administration Regulations (EAR) 15 CFR 730-774
Arms Export Control Act 22 USC 2778 International Traffic in Arms Regulations (ITAR) 22 CFR 120-130
Antiterrorism and Effective Death Penalty Act of 1995 (Commonly known as Anti-Terrorism Act) 18 USC 2332d, Section 321
Terrorism Sanctions Regulations Office of Foreign Assets Control (OFAC) 31 CFR 595

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Suffolk
COUNTY COMMUNITY COLLEGE

To: Jon Schneider, Deputy County Executive

From: Gail Vizzini, Vice President for Business and Financial Affairs

Date: June 30, 2016

Subject: Request for Accepting and Appropriating a Grant Sub-award for a Suffolk County Community Program

Enclosed are the application and requisite forms to request acceptance and appropriation of a grant sub-award for a project at Suffolk County Community College.

Proposal _____ Grant Sub-award __X__ Subcontract _____

Program Name: Scaling Quantway/Statway in the SUNY System

Funding Source: The Research Foundation for The State University of New York On Behalf of the Office of Community Colleges and Office of Education Pipeline

Amount of Grant: $20,000

Full Time Positions: none

Please call me if there are questions regarding this request.
An e-mail version of the resolution was sent to CE RESO REVIEW:

File names: Reso-SCCC-Scaling Quantway/Statway Award 16.docx
Backup-SCCC-Scaling Quantway/Statway Award 16-SCIN 175A.docx

cc: Paul Beaudin, PhD, Dean of Instruction, Academic Affairs
John Bullard, Jr., Associate Dean for Financial Affairs

RESOLUTION NO.

CONTROL#1031-2016

Intro. Res. # 1681

Laid on Table 7/26/16

INTRODUCED BY PRESIDING OFFICER
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. _____2016
TO READJUST, COMPROMISE, AND RESCIND
REFUNDS AND CHARGE-BACKS ON REAL
PROPERTY CORRECTION OF ERRORS BY:
COUNTY LEGISLATURE (CONTROL #1031-2016)

WHEREAS, the Director of the Real Property Tax Service Agency, under appropriate sections of the Real Property Tax Law, will cause to have investigated and a determination made as to whether those submitted "Correction of Error" items which would amend the assessment and tax rolls shall be recommended for approval (or recommended for denial) to the Suffolk County Legislature, and

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments, grant refunds of taxes in case of correction of errors on the assessment and tax rolls, and pursuant to the provisions of the Real Property Tax Law, and

WHEREAS, the properties represented by the tax item number and/or Suffolk County tax map number and indicated below have been duly investigated by the Real Property Tax Service Agency, and the procedures of the Real Property Tax Law having been fully complied with, together with documentation and amended tax statements placed on file with the County, as submitted by the appropriate Assessor and/or Receiver of Taxes, then

1. BE IT RESOLVED, that the taxes for the properties represented by the tax item number and/or Suffolk County Tax Map Number, as shown, for the year or year specified be readjusted and not refunded for the monies as shown but for $0.00. SCTM numbers below were intended for SCAR status.

2. BE IT FURTHER RESOLVED, that the amount of such refund, if tax paid or charge-back, be made to the respective TOWN as provided by law.

RESOLUTION NO. CONTROL#1031-2016

KEY	EXPLANATION	RPTL SEC	LIMITATIONS
A	Clerical Error	556	3 years
B	Unlawful Entry	556	3 years
C	Error in Essential Fact	556a	3 years

RESOLUTION NO. CONTROL#1031-2016

(A/B - Chapter 634 Laws 1976) (C - Chapter 124 Laws 1975)

Key	Town	Year	S.C. Tax Map No	Original Tax	Corrected Tax	Chargeback Refund, if Tax Paid
A	BABYLON	14/15	0100 01400 0500 061000	5015.93	2473.34	0.00
A	BABYLON	14/15	0100 14500 0200 048000	7405.48	3647.15	0.00

As Provided and Requested By Town Assessor or Receiver of Taxes
APPROVED BY:

County Executive of Suffolk County Date of Approval:

1681

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Legislation

TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGE-BACKS ON REAL PROPERTY CORRECTION OF ERRORS

3. Purpose of Proposed Legislation Yes ____ No____

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

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

2015

10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date July 7, 2016

A. BARTEL RPAT I

COUNTY OF SUFFOLK

1681

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

REAL PROPERTY TAX SERVICE AGENCY

PENNY WELLS LAVALLE, MAI, CCIM, CCD
DIRECTOR

Memorandum

To: Jon Schneider, Deputy County Executive

From: Penny Wells LaValle, MAI, CCIM, CCD

Date: July 7 2016

Re: Resolution Control No. 1031-2016

ATTACHED FOR YOUR REVIEW PLEASE FIND CORRECTION OF ERRORS CONTROL NO. 1031-2016

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300 Center Drive
Riverhead, New York 11901-3398
Phone (631) 852-1550
Fax (631) 852-1566
Drafting Fax (631 852-2938

Additional back-up material regarding IR 1681 is on file in the Legislative Clerk's Office, Hauppauge.

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Intro. Res. No. -2016
Introduced by Legislator Krupski

Laid on Table 7/26/16

RESOLUTION NO. -2016, AUTHORIZING USE OF CEDAR BEACH COUNTY PARK FOR CORNELL COOPERATIVE EXTENSION MARINE PROGRAM TASTE AND TOUR FUNDRAISER

WHEREAS, Cornell Cooperative Extension of Suffolk County Marine Program is hosting a "Taste and Tour" fundraising event at the Suffolk County Marine Environmental Learning Center in Southold to raise funds and to showcase how participants learn about the importance of shellfish to our marine environment; and

WHEREAS, the Marine Program is currently in its 31st year of protecting water quality, restoring habitat, enhancing shellfish and finish populations, and enhancing the public on the importance of our marine environment; and

WHEREAS, the Taste and Tour event will be held on Friday, September 16, 2016 at Cedar Beach from 5:00 p.m. to 8:00 p.m.; and

WHEREAS, a Certificate of Insurance naming Suffolk County as an additional insured has been provided by Cornell Cooperative Extension; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Two Hundred Sixteen Dollars and 00/100 ($216.00), payment of which shall be guaranteed by Cornell Cooperative Extension; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, i.e., Cedar Beach, in consideration of the payment of Two Hundred Sixteen Dollars and 00/100 ($216.00), for the purpose of a Taste and Tour Event on Friday, September 16, 2016, between the hours of 5:00 p.m. and 8:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the County's receipt of a Certificate of Insurance naming the County of Suffolk as an additional insured from Cornell Cooperative Extension, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER and Section 643-7 of the SUFFOLK COUNTY CODE to issue a permit to Cornell Cooperative Extension. The Department of Parks, Recreation and Conservation and the County Department of Public Works are further authorized, empowered and directed to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the fund drive for Cornell Cooperative Extension; and be it further

3rd **RESOLVED**, that Cornell Cooperative Extension will also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

4th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-use-cedar-beach-park-taste-and-tour

1683

Intro. Res. No. -2016 Laid on Table 7/26/16
Introduced by the Presiding Officer

RESOLUTION NO. -2016, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED PRE-ENGINEERED STORAGE BUILDINGS FOR SHERIFF'S OFFICE RIVERHEAD CORRECTIONAL FACILITY, CP 3014, TOWN OF SOUTHAMPTON

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) reviewed a project designated as the "Proposed Pre-Engineered Storage Buildings for Sheriff's Office Riverhead Correctional Facility, CP 3014, Town of Southampton", pursuant to Local Law No. 22-1985, the proposed action is to replace existing accessory storage containers and deteriorating prefab trailer buildings with two new modern pre-engineered styled insulted metal buildings at the Riverhead Correctional Facility; and

WHEREAS, each proposed building will be 50 feet by 100 feet in size and located on reinforced concrete foundations within the existing fenced, disturbed area of the Riverhead Correctional Facility; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties; and

WHEREAS, at its June 15, 2016 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered an Unlisted Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated June 23, 2016 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 Pre-Engineered Storage Buildings for Sheriff's Office Riverhead Correctional Facility, CP 3014, Town of Southampton constitutes an Unlisted Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the SUFFOLK COUNTY CODE, that the proposed project will not have significant adverse impacts on the environment for the following reasons:

1) the proposed action will not exceed any of the criteria set forth in Title 6 NYCRR, Part 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form;

2) the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter or the Suffolk County Code;

3) the proposed vehicle maintenance storage building's floor will be treated with a sealant appropriate to the use of the building;

4) no storage of bulk petroleum or antifreeze will be stored at the proposed vehicle maintenance storage building and best storage management practices will be employed; and

5) spill containment devices will be maintained at the proposed vehicle maintenance storage building;

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:

s:\res\s-riverhead-correctional-facility

1684

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by the Presiding Officer

RESOLUTION NO. -2016, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED IMPROVEMENTS TO SUFFOLK COUNTY FARM – EDUCATION CENTER – CP 1796, TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) reviewed a project designated as the "Proposed Improvements to Suffolk County Farm – Education Center – CP 1796, Town of Brookhaven", pursuant to Local Law No. 22-1985, the proposed project, which is to be located on the Suffolk County Farm property in Yaphank, will replace existing office trailers that have surpassed their useful life expectancy with a new facility which will provide working facilities and program space for staff; and

WHEREAS, the proposed facility will also accommodate visitors and provide space for agritourism exhibits project; and

WHEREAS, the proposed facility will be approximately 4,800 square feet in size and have the appearance of a two-story barn building; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties; and

WHEREAS, at its June 15, 2016 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered an Unlisted Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated June 23, 2016 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 Suffolk County Farm – Education Center – CP 1796, Town of Brookhaven constitutes an Unlisted Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the SUFFOLK COUNTY CODE, that the proposed project will not have significant adverse impacts on the environment for the following reasons:

1) the proposed action will not exceed any of the criteria set forth in Title 6 NYCRR, Part 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form;

2) the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter or the Suffolk County Code; and

3) the parcel does not appear to suffer from any severe environmental development constraints (limiting soil properties, high groundwater or unmanageable slopes);

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:

s:\res\s-education-center-county-farm

1685

Intro. Res. No. -2016
Introduced by Legislator Cilmi

Laid on Table 7/26/16

RESOLUTION NO. -2016, ESTABLISHING A SUFFOLK COUNTY TAX ACT STUDY COMMITTEE

WHEREAS, the Suffolk County Tax Act ("Tax Act") governs how property taxes are assessed and collected within the County of Suffolk; and

WHEREAS, certain aspects of the Tax Act create cash flow issues for the County and other local taxing jurisdictions; and

WHEREAS, the Tax Act imposes significant responsibilities upon the County government; for example, the County General Fund is required to make all other taxing jurisdictions whole when property owners are delinquent in paying their taxes; and

WHEREAS, the Suffolk County Tax Act was originally enacted by the New York State Legislature nearly a century ago; and

WHEREAS, it is appropriate and necessary to form a committee to review the Suffolk County Tax Act to determine whether changes can be made to improve the County's method of collecting property taxes; now, therefore be it

1st **RESOLVED**, that a Suffolk County Tax Act Study Committee is hereby established to review the Tax Act, to compare and contrast the enforcement and collection provisions of the Tax Act with those set forth in New York Real Property Tax Law and to recommend amendments to the Tax Act that would benefit the County of Suffolk and all taxing jurisdictions within the County; and be it further

2nd **RESOLVED**, that the Committee shall consist of the following membership:

1) the County Executive, or his or her designee;
2) the County Comptroller, or his or her designee;
3) the Director of the Division of Budget, or his or her designee;
4) the Director of the Legislative Budget Review Office, or his or her designee;
5) a County Legislator appointed by the Majority Leader of the County Legislature;
6) a County Legislator appointed by the Minority Leader of the County Legislature;
7) the County Attorney, or his or her designee; and
8) the Counsel to the County Legislature, or his or her designee;

and be it further

3rd **RESOLVED**, that five (5) members of the Committee shall constitute a quorum to transact business of the Committee; and be it further

4th **RESOLVED**, that the Committee shall select a Chairperson, determine the rules of its proceedings, set a meeting schedule and, if necessary, schedule hearings to take public testimony; and be it further

5th **RESOLVED**, that clerical services involving the operation of this Committee, as well as supplies and postage, will be provided by the staff of the Suffolk County Legislature; and be it further

6th **RESOLVED**, that the Committee shall issue a report of its findings and recommendations within one (1) year of the effective date of this resolution; and be it further

7th **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-tax-act-study-committee

1682e

Intro. Res. No. -2016

Laid on Table 7/26/16

Introduced by Presiding Officer Gregory

RESOLUTION NO. -2016, AUTHORIZING AN ENERGY IMPROVEMENT CHARGE LINE ON REAL PROPERTY TAX BILLS

WHEREAS, Local Law No. 38-2015 established a sustainable energy loan program, known as the Energize New York Benefit Financing Program, in the County of Suffolk pursuant to Article 5-L of NEW YORK GENERAL MUNICIPAL LAW; and

WHEREAS, this program allows the Energy Improvement Corporation ("EIC"), a local development corporation acting on behalf of the County of Suffolk, to make loans available to qualified property owners for the purpose of installing renewable energy systems and energy efficiency measures; and

WHEREAS, the property owners are required to repay these loans, together with interest thereon, as a charge on their real property tax bill and, pursuant to the authorizing state law, such charges shall constitute a lien upon the real property benefited by the loan; now, therefore be it

1st **RESOLVED**, that the Receivers of Taxes of the ten towns of Suffolk County are hereby authorized, empowered and directed to include, when needed, a separate Energy Improvement Charge line on the tax bills they prepare, to reflect the amount charged to a property owner for the repayment of an EIC financing; and be it further

2nd **RESOLVED**, that the line from the Energy Improvement Charge shall be labeled "Energy Improvement 20XX", where 20XX shall be the last year of payment of the charge; and be it further

3rd **RESOLVED**, that the Receivers of Taxes are authorized, empowered and directed to include the separate Energy Improvement Charge line beginning with the 2017 property tax bills and continuing every year thereafter; and be it further

4th **RESOLVED**, the Energy Improvement Charge shall be attributable to the County portion of the tax bill; and be it further

5th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\r-energy-improvement-charge-line

1687

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Legislator Martinez

RESOLUTION NO. -2016, AMENDING MEMBERSHIP AND TERMS OF SUFFOLK COUNTY WOMEN'S ADVISORY COMMISSION

WHEREAS, Resolution No. 173-2000 re-established the Suffolk County Women's Advisory Commission to make recommendations to the Suffolk County Division of Women's Services, the County Executive and the County Legislature; and

WHEREAS, the Women's Advisory Commission has recommended that the size of its membership be reduced by one and that its members serve at the pleasure of their respective appointing authorities, as opposed to serving fixed three (3) year terms; now, therefore be it

1st RESOLVED, that the 3rd RESOLVED clause of Resolution No. 173-2000 is hereby amended as follows:

3rd RESOLVED, that the SUFFOLK COUNTY WOMEN'S ADVISORY COMMISSION ("Commission") is hereby re-established to make recommendations to the Suffolk County Division of Women's Services, the County Executive, and the County Legislature to consist of [twenty-five (25)] twenty-four (24) voting members chosen [for three (3)-year staggered terms], to serve at the pleasure of their respective appointing authorities, as follows:

1.) one (1) member to be appointed by each County Legislator from each of the [following eighteen (18) regions:] Legislative Districts[: said terms of office to commence August 1, 2000 with members from Legislative Districts Nos. 1, 4, 7, 10, 13, and 16 receiving initial one-(1)year appointments; members from Legislative Districts Nos. 2, 5, 8, 11, 14, and 17 receiving initial two (2)-year appointments; and members from Legislative Districts Nos. 3, 6, 9, 12, 15, and 18 receiving initial three (3)-year appointments,] said appointees to reside within the Legislative District from which they are appointed;

2.) two (2) members to be appointed by the Chairperson of the Suffolk County Human Rights Commission [,said members receiving initial one-(1)-year appointments];

3.) one (1) member to be appointed by the Chairperson of the Commission [,to receive an initial two- (2) year appointment];

[4.) one (1) member to be appointed by the Presiding Officer of The County Legislature, said member receiving an initial three-(3)-year appointment;]

[5.)] 4.) three (3) members to be appointed by the County Executive [, one of said members receiving an initial (3)-year appointment; and two (2) of said members receiving an initial (2)-year appointment]; and

[6.)] 5.) the Director of Women's Services shall be an ex-officio member of the Commission, with rights to attend meetings, have a voice, but no vote;

and be it further

2nd **RESOLVED**, that the terms of all persons who are members of the Commission as of December 31, 2017, shall be terminated as of that date; however, these persons shall not be precluded from being appointed as members when the Commission is reconstituted thereafter; and be it further

3rd **RESOLVED**, that the Clerk of the Suffolk County Legislature will provide copies of the oaths of office of all Commission members to the Suffolk County Clerk and the Suffolk County Office of Women's Services; and be it further

4th **RESOLVED**, that the provisions of this resolution concerning the Commission's membership and their terms of office shall take effect on January 1, 2018; and be it further

5th **RESOLVED**, that all other terms and conditions of Resolution No. 1144-2000 shall remain in full force and effect; 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 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:

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

s:\res\r-amend-suffolk-county-women's-advisory-commission

1688

Intro. Res. No. -2016
Introduced by Legislator Fleming

Laid on Table 7/26/2016

RESOLUTION NO. –2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH INSTALLATION OF GUIDE RAIL AND SAFETY UPGRADES AT VARIOUS LOCATIONS (CP 5180)

WHEREAS, steel rails currently installed by the County inadvertently partially block the view of the bay and a popular beach, and therefore threaten to negatively impact the tourist economy of Sag Harbor and the East End, and the community has appealed to state and county government to remediate the visual disturbance; and

WHEREAS, the Department of Public Works has identified a wooden rail system that is approved by the Department of Transportation for safety at the location and is at the same time appropriate to the environmental aspects of the site, which will require $350,000 to install; and

WHEREAS, the Department of Public Works will remove the current installed steel rails and install them at another location in the County which it deems appropriate; and

WHEREAS, there is State Aid of $250,000 available to partially fund this project; and

WHEREAS, sufficient funds are not included in the 2016 Capital Budget and Program to cover the cost of said request under Capital Project 5180 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State Aid; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2016 Capital Budget, as the basis for funding capital projects such as this project; and

WHEREAS, that this 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 State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this law is a Type II action, pursuant to Title 6 NYCRR Part 617.5(C) (21), (22) and (27), since it constitutes a local legislative decision in connection with the maintenance, repair, replacement, rehabilitation, reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes. 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 sixty-four (64) 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

3rd **RESOLVED,** that the 2016 Capital Budget and Program be and is hereby amended as follows:

Project Number: 5180
Project Title: Installation of Guide Rail and Safety Upgrades at Various Locations

Cost Elements	Total Estimated Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
3. Construction	$2,935,000	$300,000B	$400,000B $250,000S
TOTAL	$2,935,000	$300,000	$650,000

and be it further

4th **RESOLVED**, that the proceeds of $100,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

Project Number	JC	Project Title	Amount
525-CAP-5180.352 (Fund 001-Debt Service)	50	Installation of Guide Rail and Safety Upgrades at Various Locations – Long Beach Road	$100,000

and be it further

5th **RESOLVED**, that State Aid in the amount of $250,000 be and it hereby is appropriated as follows:

Project No	JC	Project Title	Amount
525-CAP-5180.352	50	Installation of Guide Rail and Safety Upgrades at Various Locations – Long Beach Road	$250,000

and be it further

6th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $100,000; and be it further

7th **RESOLVED**, that the County Comptroller is hereby authorized and directed to accept State funding in the amount of $250,000; and be it further

8th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total State share of $250,000.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

T:\BRO\Leg. Fleming - Edited IR to amend CAP BUD for Long Beach Road.docx

1689

Intro. Res. No. -2016
Introduced by Legislator Lindsay

Laid on Table 7/26/16

RESOLUTION NO. -2016, AUTHORIZING NAVY SEAL MUSEUM AT WEST SAYVILLE

WHEREAS, Resolution No. 451-2014 authorized the Lt. Michael Murphy Division of the United States Naval Sea Cadets Program to operate a youth training program on the grounds of the Suffolk County Park at West Sayville; and

WHEREAS, an outgrowth of the Navy Sea Cadets Program is a proposal to construct a museum dedicated to United States Navy SEAL Program on the grounds of the Suffolk County Park at West Sayville; the Museum would be named after Suffolk County's iconic national hero, Lt. Michael P. Murphy; and

WHEREAS, the Department of Parks, Recreation and Conservation has indicated that an area of the park, approximately 200 feet by 185 feet in size, located at the east end of the park immediately adjacent to West Avenue, is available and appropriate for the construction of such a museum; and

WHEREAS, the Lt. Michael P. Murphy Navy SEAL Museum would pay all costs for the construction, maintenance and operation of the Museum; and

WHEREAS, the construction of the Navy SEAL Museum will bring additional visitors to the County Park in West Sayville and will benefit the existing Long Island Maritime Museum; now, therefore be it

1st **RESOLVED**, that the County Executive and the Department of Parks, Recreation and Conservation are hereby authorized, empowered and directed to enter into an agreement with the Lt. Michael P. Murphy Navy SEAL Museum to allow this organization to construct, maintain and operate a Navy SEAL Museum on the grounds of the Suffolk County Park in West Sayville; 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-navy-seal-museum-west-sayville

1690

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Legislator Anker

RESOLUTION NO. -2016, APPOINTING MEMBER TO THE COUNCIL ON ENVIRONMENTAL QUALITY (CONSTANCE M. KEPERT)

WHEREAS, appointments to the Council on Environmental Quality (CEQ) are now within the exclusive purview of the County Legislature under Section 1-3 of the SUFFOLK COUNTY CHARTER; and

WHEREAS, Richard Machtay resigned as a member of the Council on Environmental Quality, effective May 31, 2013, thereby creating a vacancy; now, therefore be it

1st **RESOLVED**, that **Constance M. Kepert**, who currently resides in Middle Island, New York, is hereby appointed as a member of the Suffolk County Council on Environmental Quality, pursuant to Section 1-3(A) of the SUFFOLK COUNTY CHARTER, to fill the unexpired term of Richard Machtay, said term of office to expire on March 23, 2017.

DATED:

EFFECTIVE PURSUANT TO SECTIONS 2-15(A) AND 1-3(A) OF THE SUFFOLK COUNTY CHARTER

s::\res\r-appt-kepert-ceq

1690

CONSTANCE M. KEPERT

Middle Island, NY 11953
Cell: (631)

WORK HISTORY

Councilwoman 4th Council District
Town of Brookhaven, NY
January, 2006- December 31, 2015

Special Education Teacher and Social Studies Teacher
Longwood Central School District, Middle Island, NY
1993- 2012

EDUCATION

M.S. Public Policy, Field of concentration Economics, University of Oregon

B.A. Psychology SUNY Oneonta

NYS Permanent Teaching Certification in Social Studies, 7-12

NYS Permanent Teaching Certification in Special Education K-12, September 1990

COUNCIL DISTRICT ACCOMPLISHMENTS

Landuse Plans:

The Middle Country Road Land Use Plan

Moved forward the development of the Middle Country Road Land Use Plan and sponsored a series of rezonings to implement the plan. These zone changes represented an effort to transform communities characterized by strip commercial areas and a dangerous arterial, to compact, pedestrian friendly communities.

Bellport Land Use Plan

Centered around Montauk Highway and Station Road, the Greater Bellport Land Use Plan promotes the development of a Transit Oriented center and investment into one of Brookhaven's poorest communities.

Sustainable Development:

Sandy Hills

The Sandy Hills project is a mixed-use residential plan with a main street commercial component along Middle Country Road. This project provides 132 affordable housing units primarily for veterans and helps to move forward the creation of a pedestrian-oriented center at the crossroads of Middle Country Road and CR 21.

The Meadows at Yaphank

This mixed-use project includes offices, a mix of residential units, shops, and recreational opportunities such as a multi-purpose field, baseball fields, and a community center as well as a $2 million fund to remediate the invasive species in Yaphank Lakes.

The Coram U.A. Theater

This walkable, pedestrian-friendly development eliminated a blighted movie theater and includes 172 one-and-two bedroom units, 13,300 sqft. of commercial retail playground, a community green and a community center.

Energy Conservation

Energy Star

Introduced legislation in 2006 requiring any new single-family dwelling, multiple-family dwelling or Planned Retirement Community (PRC) to meet Energy Star guidelines. An energy star home avoids 2.25 tons of greenhouse gas emissions per year.

Green Homes

Sponsored and passed the Green Homes program which provides homeowners with a free home energy audit to help assist them with investing in the most efficient energy conservation measures. This program helped to save homeowners money, created green collar jobs, and reduced carbon emissions by 130,000 tons a year, and it is a revolving fund.

Safe Streets

Complete Streets

Sponsored and passed legislation in September of 2010 to establish a sustainable Complete Streets policy designed to enable safe access for all users, including bicyclists, pedestrians and motorists. Due to the implementation of the Complete Streets Policy, there are now hundreds of bike lanes throughout the Town of Brookhaven and many areas where sidewalks have been added.

Parks and Recreation

Worked to provide safe, positive recreational opportunities for our children and young people. Developed and renovated community parks including:

1690

Robert Rowley Park and Martha Avenue Park in Bellport, Bartlett Pond Park in Middle Island, Granny Road Park and Children's Park in Gordon Heights, and the Medford Athletic Complex.

Open Space Preservation

Worked to protect the environment and preserve open space including the dedication of open space funds to purchase sensitive lands within the contributing area of the Carmans River, as well as, upzoning of parcels located within the Carmans River Corridor. In total, I sponsored the upzoning of 4,673 acres of land within the river's Corridor.

Water Conservation

Sponsored amendment to the Town Code to require all new in-ground irrigation systems to include a rain sensor. Rain sensors conserve water and prevent nutrients and fertilizers from washing into ground water.

VOLUNTEER WORK:

President of the Affiliated Brookhaven Civic Organization from 1993 to 1995, & 1999 to 2001.

President of the Longwood Alliance

President of Middle Island Civic Association,

Vice President of Longwood Society for Historic Preservation

Board Member **Vision Long Island**

Vice President of the Special Education PTA

Vice President of the Longwood Junior High School PTSA

Longwood Youth Sports Association Soccer Coach 1987 to 1997.

PERSONAL Married with 3 sons & 2 beautiful granddaughters

1691

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Legislator Calarco

RESOLUTION NO. -2016, APPOINTING MEMBER TO THE COUNCIL ON ENVIRONMENTAL QUALITY (FRANK DE RUBEIS)

WHEREAS, appointments to the Council on Environmental Quality (CEQ) are now within the exclusive purview of the County Legislature under Section 1-3 of the SUFFOLK COUNTY CHARTER; and

WHEREAS, J. Lee Snead resigned as a member of the Council on Environmental Quality, effective September 26, 2006, thereby creating a vacancy; now, therefore be it

1st **RESOLVED**, that **Frank De Rubeis**, who currently resides in Blue Point, NY, is hereby appointed as a member of the Suffolk County Council on Environmental Quality, pursuant to Section 1-3(A) of the SUFFOLK COUNTY CHARTER, to fill the unexpired term of J. Lee Snead, said term of office to expire on March 23, 2020.

DATED:

EFFECTIVE PURSUANT TO SECTIONS 2-15(A) AND 1-3(A) OF THE SUFFOLK COUNTY CHARTER

s:\res\r-appt-de-rubeis-ceq-member

1691

Brief Bio on Frank De Rubeis

Born: May 17, 1946 in New York City; raised in Cleveland, Ohio

Resides:
Blue Point, NY 11715

Phone: 631-

Email:

Education: B.A. Political Science in 1969
John Carroll University
University Heights, Ohio

M.A. Political Science in 1973
St. Mary's University
San Antonio, Texas

2 yrs. Post-graduate studies for Political Science at the New School for Social Research (1974-1976) New York City, NY

7 yrs. Part time Study for Photography
Parson School of Design
New York City, NY

Work Experience:

Planning Director for the Town of Smithtown(Ret.)
(1985 to 2014)

Community Development Director for the
Town of Smithtown(1981-85)

Senior Planner/Planner for the Town of Smithtown
(1977-1981)

Planner for Suffolk County Planning Department
And later the Department of Transportation
(1974-1977)

Planner for the Town of Smithtown (1973-1974)

U.S. Air Force (1969-1973)

Current Activities

-Teaches a course in photography as part of the OLLI Program at Stony Brook University.

-Lectures on Planning and Government before school classes and civic organization

1692

Intro. Res. No. -2016
Introduced by Legislator Lindsay

Laid on Table 7/26/16

RESOLUTION NO. -2016, APPOINT MEMBER TO THE CHILD FATALITY REVIEW TEAM (JAMIE RYAN ATKINSON)

WHEREAS, Local Law No. 9-2016, as amended, established a Child Fatality Review Team to identify preventable social and family circumstances that contribute to child fatalities and provide recommendations regarding the investigation and prevention of child deaths; now, therefore be it

1st **RESOLVED**, that **Jamie Ryan Atkinson**, currently residing in Oakdale, New York, is hereby appointed as a member of the Child Fatality Review Team as a representative of a local hospital, for a two-year term of office to commence on the effective date of this resolution.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO SECTION C2-15(A) AND LOCAL LAW NO. 9-2016.

s:\res\r-appt-atkinson-child-fatality-review-team

1692

Jamie Ryan Atkinson

Oakdale, NY 11769
(631)

WORK EXPERIENCE:

New York State MTA Police Department
Detective

- 2002-2003 - Communications, Command & Control Unit
- 2004-2007- District 4 - Penn Station
- 2008-2009 - District 1- Suffolk County
- 2010- 2012 – LIRR Train Patrol (Suffolk County)
- **2012-Present – Promoted to Detective Division**

The New York State MTA Police Department, fully empowered Police Officers under the NYS Public Authorities Law, is commissioned in the State of Connecticut, and provides full police services throughout New York State and the State of Connecticut. Fourteen years experience working assignments including Uniform Patrol in Manhattan ,Suffolk County, train patrol from Montauk to Penn Station, investigative functions in Nassau, Queens, Brooklyn, Manhattan and in Suffolk Counties.

- Adult and child fatality investigations
- Train accident and fatality investigations
- Crime scene processing, evidence collection and vouchering for chain of custody
- Investigative functions in and around New York State and Connecticut
- Plainclothes anti-crime/anti-terrorism details and arrests
- Prepare and submit accurate reports of activities performed and observed.
- Prepare statements from victims and suspects pertaining to crimes
- Assisted in rescue operations dealing with train accidents and emergencies
- Conduct complex investigations into deaths, corruption, felonies, financial crimes

Commendations Received:

- "Medal of Merit" award
  - Rescued a man off a Oakdale overpass who was trying to commit suicide
- Fifteen (15) "Excellent Police Duty" Commendation awards
  - Apprehended a serial bank robber
  - Apprehended and disarmed a person who stabbed 5 people
  - Conducted a complex fraud investigation inside Suffolk County resulting in the arrest and conviction of a subject for over 130 felonies.
- 2010 LIRR Presidents Award
- Five (5) "Cop of the Month" awards
- Three (3) "Cop of the Week" Awards

- 2009 "Cop of the Year"
- To (2) Suffolk County Legislature Life Saving Awards
- Two (2) Police Commendation Certificate Awards
- Six (6) Letters of Commendations/Thanks

Community Ambulance Company (EMS)
Sayville, Bayport, Bohemia, Oakdale, West Sayville, Cherry Grove, NY

- Board of Director / Vice-President 12/31/2014 - Present
- Department Safety Officer 12/31/2014 - Present
- NYS DOH Opioid Overdose Prevention Program Director- Present
- Chief of Department – 01/01/2010 -12/31/2014
- 1st Assistant Chief 04/01/2007 to 12/31/2010
- 2nd Assistant Chief 01/01/2007 - 04/01/2007
- Captain 12/12/2005 – 12/29/2006
- Lieutenant 01/01/2003-01/01/2005
- EMT Member 08/01/1999

Community Ambulance Company, Inc. proudly protects 40,000 people living in an area of 20 square miles. We operate out of one station that protects a primarily residential area and Fire Island. The agency is a public department whose members are on a volunteer status. Seventeen (17) years of experience in the Suffolk County Emergency Medical Services System operating in virtually every aspect of the system including responding to New York City World Trade Center 911.

Commendations:

- 2015 Suffolk County regional DOH REMSCO "Leadership Award" Recipient
- 2013 Honorable Mention DOH REMSCO "Leadership Award"
- 2012 NYS DOH EMS Agency of the Year Award
- Four (4) "Crew Citation Award" for CPR Saves
- Eight (8) Suffolk County Legislature Proclamations
- Six (6) NYS Senate Proclamations
- Three (3) NYS Assembly Proclamations
- "Top Responder Award" - For my dedicated service to the residents of Bayport, Bohemia, Oakdale, Sayville and West Sayville, NY for responding on 462 Calls in 2001 – 2001
- "Chiefs Award"- Awarded for outstanding service to the community and the department. - 2002
- Letter of thanks– For my life saving actions on the scene of an infant with burns. – 2006
- Four (4) Islip Town Citations for commanding (2) plane crashes and two (2) wildfires.

Accomplishments:

- Created the first ever community ALS First Responder Program in the Cherry Grove Fire Island Community.

- Worked with the Town of Islip to create a Ambulance Response Program to calls at the MacArthur Airport.
- Worked with Suffolk County FRES to create communications interoperability by moving EMS in the Town of Islip to the Suffolk County Police 811 mhz Radio System.
- Created a Town of Islip wide shared ambulance Tac Program to respond to calls town wide Monday-Friday.
- Created the first ever Suffolk County EMS/Fire agency Opioid Overdose Prevention Program and education response policy.

Northwell Health - Formally North Shore Long Island Jewish Health System (NSLIJ)
Southside Hospital Department of Safety, Emergency Management & Emergency Services
Hospital Safety Officer– 06/01/2010- Present

- Acts as hospital liaison to outside emergency service agencies, emergency management agencies, Suffolk County and other government bodies.
- A member of the hospital Trauma, Infection Control, Radiation Safety, Patient Safety, Emergency Management, Employee Injury, Workplace Violence committees.
- Develops, implements and monitors hospital and safety management programs based on evaluation of organizational expertise, applicable laws, regulations, and accepted practices.
- Ensures compliance to JCAHO, federal, state and local requirements.
- Manages the ongoing process to identify deficiencies and opportunities for improvement in environment of care management programs.
- Prepares and submits reports for hospital and outside regulatory agencies as required.
- Manages safety and emergency management issues, policies and concerns including waste management, hazardous material control, security, emergency management and emergency services issues.
- Implements and monitors effectiveness of safety committee recommendations.
- Maintains safety manuals and MSDS sheets on all products as required.
- Acts as safety educator, develops and conducts training programs covering all areas associated with site safety, i.e., facility environment, disaster preparedness, emergency preparedness, and new programs or regulations.
- Responds to and ensures safety concerns/issues.
- Prepares corrective actions plans and ensures appropriate follow up.
- Oversees and ensures compliance with certification aspects associated with applicable laws and Health System policies.
- Creates and maintains emergency management plans.
- Manages the hospital clinical educational rotation program with Suffolk Community College, St. Johns, Stony Brook, NYPD EMS Program, Northwell Health EMS, Hofstra Medical School. and Suffolk County EMS Students.

1692

Suffolk County Citizen's Corp Council
Suffolk County, NY
Member at Large
5/19/2009 through Present

The legislation is under Suffolk County Resolution number 175.2009 "Approving the Appointment of Jamie Atkinson to the Suffolk County Citizens Corp Council". The Citizen's Corp Council was created in 2004 to assist the Department of Fire Rescue and Emergency Services to develop the Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and the Community Emergency Response Team (CERT) programs in Suffolk and to maximize citizen participation in emergency response activities.

Youth Enrichment Services (YES)
Town of Islip
Board of Director
01/01/2014 - Present

The YES was founded in 1987 to serve children, youth and their families on Long Island. Over the past three decades, YES has served hundreds of thousands youth and families. Our programs and services are inclusive of all youth and families. YES provides high quality programs due to the strong collaborations and working relationships developed over the years with the Long Island school districts, other agencies, governmental partners and the private business sector. Programs provided include after school, tutoring, work readiness, career exploration, job placement programs, mentoring, prevention programs, summer programs, youth leadership and recreation programs throughout the town of Islip.

Great South Bay Coalition
Board of Director
01/01/2014 - Present

Established in 2014 the Great South Bay Coalition was created to build a partnership with parents, youth, schools, religious sectors, law enforcement, government, businesses and organizations in response to a growing concern of increased drug and alcohol use among our youth. The organization encourage and support mental health awareness for the spiritual, mental and physical wellbeing of our youth and their families. Hand in hand we will increase awareness and education for a healthier community. To provide prevention education and informational services about substance abuse ,influence community standards, support positive alternative activities, encourage healthy role modeling, support intervention and treatment services and develop sustained community participation. We aim to increase community collaboration in providing prevention services, ensure a continuum of services throughout the community through educational presentations and informational forums. As a coalition we provide opportunities to network and discuss issues to influence community standards.

1692

Islip Town Ambulance Chiefs Association
Town of Islip
01/01/2009 - Present

- Founding Member
- Past President
- Current Member

The Islip Ambulance Chiefs Association was formed by the chiefs of the five volunteer ambulance agencies that serve the Town of Islip in New York. The organization was formed to enhance and expand the level of care that is provided to the Town Residents. The five EMS agencies in the Town of Islip protect over 244,000 people. In 2008, the five departments responded to 21,189 emergency calls.

New York State Troopers PBA - Police Surgeons Group
Affiliate Member
01/01/2012 - Present

professional relationship that exists between our medical community and the NYSTPBA. The PBA works to obtain the best possible benefits for the men and women of the New York State Police from the ranks of Trooper through Major, both active and retired.
When a Trooper or family member is hit with an unexpected illness or injury, we work to handle that concern as quickly as possible. Liaison between Hospital, EMS and the NYS Troopers PBA.

PRIOR EXPERIENCE:

- South Shore Community Organization - Youth Program Supervisor 08/1996- 12/01/2013
- Suffolk County Office of Emergency Management, Department of Fire, Rescue and Emergency Services, Resource Management Officer. 3/5/ 2007 – 8/30/ 2009
- Long Island Maritime Museum, Medical Director, 2010-2013

EDUCATION

- **United Nations - Institute for Training and Research (UNITAR)**
  Peace Support Operations
  One United Nations Plaza
  New York, NY 10017-3515

- **Suffolk County Community College**
  Selden, New York
  Criminal Justice (18 credits)
  2000-2001

- **Fredrick Community College**
  Fredrick, Maryland
  Emergency Management (34 credits)
  2001-2002

- **SUNY Empire State College**
  Saratoga Springs, New York
  Bachelor of Science Program - Public Safety and Emergency Management (110 credits)

- **New York City Police Academy**
  Police Officer Training Program (15 credits)
  07/01/2003-01/10/2004

- **State of Connecticut Police Academy**
  Police Officer Standards and Training Council
  "Police Officer Certification" **Special Police Officer"**
  Special Police Powers
  01/10/04 – 3/01/04

- **International Board for Certification of Safety Managers**
  - Certified Healthcare Safety Professional (CHSP) credentialed
  - Fire Safety Management (FSM) credentialed
  - Certified Healthcare Emergency Management Professional (CHEP) credentialed
  - Certified Healthcare Emergency Preparedness (CHEP) credentialed
  - Certified Healthcare Safety Professional Environmental; Services (CHS-EVS) credentialed

- **National Association of Safety Professionals(NASP)**
  - Certified Emergency Management Specialist (SEM)

TRAINING SCHOOLS:

- NYPD Special Victims Investigation Course
- NYPD Homicide Investigation Course
- Texas A&M TEEX Death Investigations Course
- NYPD Interrogators Course
- Advanced Long Term Missing Cold Case Investigations Course
- Texas A&M TEEX Criminal Investigations Course (CIC)
- Nassau County Police Criminal Investigation Course (CIC)
- FBI Indoor Post Blast Investigations School
- FBI Crime Scene / Blast Investigations School
- US DOT Investigators School
- NYS Certified Field Training Officer Course
- Emergency Medical Technician (EMT-B)

1693

Intro. Res. No. -2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING TRANSFER OF A SURPLUS SUFFOLK COUNTY VEHICLE TO THE TOWN OF SHELTER ISLAND

WHEREAS, the Suffolk County Legislature has a surplus vehicle and wishes to transfer said vehicle to the Town of Shelter Island; and

WHEREAS, the Town of Shelter Island maintains over 30 individual 4-Poster Deer Treatment Bait Stations throughout their Town; and

WHEREAS, continued maintenance of the 4-Poster Stations reduces the population of host seeking ticks on Shelter Island; and

WHEREAS, a reduction in the number of ticks furthermore decreases the risk to humans of contracting tick-borne diseases including Lyme Disease; and

WHEREAS, the Town of Shelter Island does not have an enclosed rear capped pickup truck necessary for the transporting of deer feed corn and materials required for the maintenance of multiple 4-Poster Stations; and

WHEREAS, the Department of Public Works has replaced its 2003 Chevy Silverado pick-up truck that has 85,635 miles; and

WHEREAS, transferring the 2003 Chevy Silverado pick-up to the Town of Shelter Island will improve tick control within the Town, and

WHEREAS, it is the desire of the Suffolk County Legislature to transfer one surplus pickup truck for maintenance operations of the Town's 4-Poster Tick Control program to Shelter Island; now, therefore be it

1st **RESOLVED,** the Commissioner of the Department of Public Works is hereby authorized, empowered and directed to transfer the following surplus vehicle to the Town of Shelter Island:

Year:	Make/Model:	Vehicle Number:	Mileage:
2003	Chevy Silverado	1GCHK23U73F105921	85,635 on 6/1/2016

and be it further

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

APPROVED BY:

_____

County Executive of Suffolk County

DATED:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1693

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Authorizing transfer of a surplus Suffolk County vehicle to the Town of Shelter Island

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

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

8. Proposed Source of Funding

9. Timing of Impact 2016

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Philip Berdolt Deputy Commissioner SCDPW Theresa Lollo Budget Office		6/21/16 7/14/16

SCIN FORM 175b (10/95)

1693

2016 INTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT
(EXAMPLE)

TITLE OF BILL: Authorizing the Transfer of a surplus Suffolk County Vehicle to the Town of Shelter Island

PURPOSE OR GENERAL IDEA OF BILL: To transfer a surplus vehicle to the Town of Shelter Island for us to combat the growing tick population.

SUMMARY OF SPECIFIC PROVISIONS: The subject vehicle is surplus to the needs of Suffolk County Department of Public Works and with help the Town of Shelter Island at the 4-Poster Stations for transporting deer feed and materials required for maintenance.

JUSTIFICATION: Due to the high mileage this vehicle was removed from service in the County and will better benefit Town of Shelter Island to help combat the growing tick population.

COUNTY OF SUFFOLK

1693

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: Phil Berdolt, Deputy Commissioner

DATE: June 21, 2016

RE: **AUTHORIZING TRANSFER OF SURPLUS VEHICLE TO THE TOWN OF SHELTER ISLAND**

Attached is a draft resolution to transfer a surplus Suffolk County Vehicle to the Town of Shelter Island to help in the tick control within the Town.

The Department of Public Works has replaced its 2003 Chevy Silverado pick-up truck which has an excess of 85,000 miles. This vehicle will help the Town of Shelter Island by transporting deer feed and other materials to the 4-Poster Stations to reduce the population of host seeing ticks.

An email version of this resolution was sent to CE Reso Review saved under the title Reso-DPW-Transfer Vehicle to Shelter Island.doc.

PB/TI/bd
cc: Gilbert Anderson, P.E, Commissioner
Tom Iwanejko, Vector Control
Charles Jaquin, Executive Asst. for Finance & Administration
CE RESO REVIEW

Intro. Res. No. 1694 - 2016 Laid on the Table 7/26/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. – 2016, ACCEPTING AND APPROPRIATING 100% STATE GRANT FUNDS FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES IN THE AMOUNT OF $90,000 FOR THE AID TO CRIME LABORATORIES GRANT PROGRAM FOR THE SUFFOLK COUNTY OFFICE OF THE MEDICAL EXAMINER, TOXICOLOGY LABORATORY AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Division of Criminal Justice Services has awarded State grant funding to Suffolk County under the Aid to Crime Laboratories Grant Program to be implemented by the Office of the Medical Examiner, Toxicology Laboratory; and

WHEREAS, the Aid to Crime Laboratories grant funds will be used to enhance the effectiveness, efficiency, reliability and accuracy of laboratory services within New York State Forensic Laboratories; and

WHEREAS, this grant has a start date of 07/01/2016 and ends on 06/30/2017 in which the County will receive 100% grant funding in the amount of $90,000 for the Aid to Crime Laboratories Grant Program; and

WHEREAS, these funds were not included in the 2016 Suffolk County Adopted Operating Budget and $90,000 needs to be appropriated; now, therefore be it

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept and appropriate $90,000 said grant funds as follows:

Aid to Crime Laboratories FY16-17 - $90,000

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	MED	4742	3326	$90,000

ORGANIZATIONS

Office of the Medical Examiner
Aid to Labs-Tox Lab FY16-17
001-MED-4742

1000-PERSONNEL SERVICES: $88,610

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	MED	DEG	4742	1110	0000	Interim Salaries	$88,610

2000-EQUIPMENT: $1,390

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	MED	DEG	4742	2020	0000	Office Machines	$1,390

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 the County Executive be and hereby is authorized to execute related agreements; and be it further

4th **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(C)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

1694

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Accepting and appropriating 100% State grant funds from the New York State Division of Criminal Justice Services in the amount of $90,000 for the Aid to Crime Laboratories Grant Program for the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements.

3. Purpose of Proposed Legislation

This legislation is needed to accept and appropriate 100% State grant funds from the New York State Division of Criminal Justice Services to the Suffolk County Office of the Medical Examiner, Toxicology Laboratory for the Aid to Crime Laboratories Grant Program.

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

New York State Division of Criminal Justice Services.

9. Timing of Impact

2016-2017

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Liza Wright ***Senior Budget Analyst***	Liza Wright	6/23/16
Diane E. Weyer Chief Financial Analyst	Diane E. Weyer	7/13/16

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1694

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

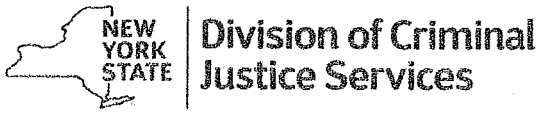
	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1694



ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

June 8, 2016

Michael Lehrer, Ph.D.
Laboratory Director
Suffolk County Toxicology Laboratory
Forensic Sciences Building #487
725 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Dr. Lehrer:

I am pleased to advise you that the Suffolk County Toxicology Laboratory has been awarded $90,000 under the 2016-2017 Aid to Crime Laboratories Grant Program. This contract is for the 12-month period beginning July 1, 2016 and ending June 30, 2017.

Should your application for funding require changes or additional information, a Division of Criminal Justice Services (DCJS) Program Representative will contact you prior to finalizing the contract. If you have any questions, please contact Tonya Tamir at (518) 457-9896 or Tonya.Tamir@dcjs.ny.gov.

We are pleased to be able to provide funding assistance for your Aid to Crime Laboratories program and look forward to working with you in our continued efforts to improve public safety in New York State.

Very truly yours,

Michael C. Green
Executive Deputy Commissioner

MCG:vm:kmc
cc: Brian Gestring

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT 1694

TITLE OF BILL: Accepting and appropriating 100% State grant funds from the New York State Division of Criminal Justice Services in the amount of $90,000 for the Aid to Crime Laboratories Grant Program for the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% State grant funds from the New York State Division of Criminal Justice to the Suffolk County Office of the Medical Examiner, Toxicology Laboratory.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: Funding provided by the Aid to Crime Laboratories grant program is used to enhance the effectiveness, efficiency, reliability and accuracy of laboratory services within New York State Forensic Laboratories. This grant will provide funding for the annual salary of a Forensic Scientist II and the purchase of two (2) replacement computers.

FISCAL IMPLICATIONS: Accept and appropriate $90,000 in New York State grant funds to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1694

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

OFFICE OF THE MEDICAL EXAMINER

MICHAEL J. CAPLAN, M.D.
Chief Medical Examiner

June 23, 2016

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 accept and appropriate 100% State grant funds from the New York State Division of Criminal Justice Services in the amount of $90,000 for the Aid to Crime Laboratories Grant Program for the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements. These grant funds will be used to enhance the effectiveness, efficiency, reliability and accuracy of laboratory services within New York State Forensic Laboratories.

I enclose the financial impact statement and other back-up materials for this Resolution. If you have any questions, please contact Liza Wright at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is "Reso-MED-Aid to Crime Labs-Tox.doc"

Sincerely,

Michael J. Caplan M.D.
Chief Medical Examiner

Enclosures

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

1695

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. – 2016, ACCEPTING AND APPROPRIATING 100% STATE GRANT FUNDS FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES IN THE AMOUNT OF $455,880 FOR THE AID TO CRIME LABORATORIES GRANT PROGRAM FOR THE SUFFOLK COUNTY OFFICE OF THE MEDICAL EXAMINER, CRIME LABORATORY AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Division of Criminal Justice Services has awarded State grant funding to Suffolk County under the Aid to Crime Laboratories Grant Program to be implemented by the Office of the Medical Examiner, Crime Laboratory; and

WHEREAS, the Aid to Crime Laboratories grant funds will be used to enhance the effectiveness, efficiency, reliability and accuracy of laboratory services within New York State Forensic Laboratories; and

WHEREAS, this grant has a start date of 07/01/2016 and ends on 06/30/2017 in which the County will receive 100% grant funding in the amount of $455,880 for the Aid to Crime Laboratories Grant Program; and

WHEREAS, these funds were not included in the 2016 Suffolk County Adopted Operating Budget and $455,880 needs to be appropriated; now, therefore be it

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept and appropriate $455,880 said grant funds as follows:

Aid to Crime Laboratories FY16-17 - $455,880

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	MED	4743	3327	$455,880

ORGANIZATIONS

Office of the Medical Examiner
Aid to Labs-Crime Lab FY16-17
001-MED-4743

1000-PERSONNEL SERVICES: $411,112

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	MED	DEG	4743	1110	0000	Interim Salaries	$411,112

3000-SUPPLIES: $34,400

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	MED	DEG	4743	3160	0000	Computer Software	$17,400
001	MED	DEG	4743	3610	0000	Repairs: Office Equipment	$6,000
001	MED	DEG	4743	3940	0000	Accreditation Fees	$11,000

4000-CONTRACTUAL EXPENSES: $10,368

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	MED	DEG	4743	4340	0000	Travel: Other	$10,368

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 the County Executive be and hereby is authorized to execute related agreements; and be it further

4th **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(C)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

1695

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Accepting and appropriating 100% State grant funds from the New York State Division of Criminal Justice Services in the amount of $455,880 for the Aid to Crime Laboratories Grant Program for the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements.

3. Purpose of Proposed Legislation

This legislation is needed to accept and appropriate 100% State grant funds from the New York State Division of Criminal Justice Services to the Suffolk County Office of the Medical Examiner, Crime Laboratory for the Aid to Crime Laboratories Grant Program.

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

New York State Division of Criminal Justice Services.

9. Timing of Impact

2016-2017

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Liza Wright ***Senior Budget Analyst***	Liza Wright	6/23/16
Diane E Weyer Chief Financial Analyst	[illegible]	7/13/2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1695

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

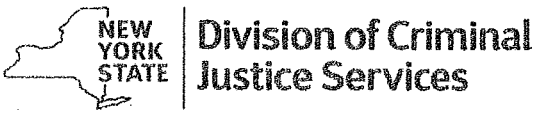
	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1695



ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

June 8, 2016

Mr. Daniel A. Burhans
Assistant Chief
Suffolk County Crime Laboratory
P.O. Box 6100
Hauppauge, NY 11787-0099

Dear Mr. Burhans:

I am pleased to advise you that the Suffolk County Crime Laboratory has been awarded $455,880 under the 2016-2017 Aid to Crime Laboratories Grant Program. This contract is for the 12-month period beginning July 1, 2016 and ending June 30, 2017.

Should your application for funding require changes or additional information, a Division of Criminal Justice Services (DCJS) Program Representative will contact you prior to finalizing the contract. If you have any questions, please contact Tonya Tamir at (518) 457-9896 or Tonya.Tamir@dcjs.ny.gov.

We are pleased to be able to provide funding assistance for your Aid to Crime Laboratories program and look forward to working with you in our continued efforts to improve public safety in New York State.

Very truly yours,

Michael C. Green
Executive Deputy Commissioner

MCG:vm:kmc
cc: Brian Gestring

1695

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating 100% State grant funds from the New York State Division of Criminal Justice Services in the amount of $455,880 for the Aid to Crime Laboratories Grant Program for the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% State grant funds from the New York State Division of Criminal Justice to the Suffolk County Office of the Medical Examiner, Crime Laboratory.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: Funding provided by the Aid to Crime Laboratories grant program is used to enhance the effectiveness, efficiency, reliability and accuracy of laboratory services within New York State Forensic Laboratories. This grant will provide funding for the annual salary of five (5) full-time positions and to maintain ASCLD/LAB-International Accreditation through travel, training and hardware and software maintenance agreements to improve both the quality and efficiency of services and maintain compliance with New York State accreditation standards. Finally, the Office of the Medical Examiner, Crime Laboratory will participate in Technical Working Groups to identify and address issues that affect the quality and timeliness of forensic services.

FISCAL IMPLICATIONS: Accept and appropriate $455,880 in New York State grant funds to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1695

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

OFFICE OF THE MEDICAL EXAMINER

MICHAEL J. CAPLAN, M.D.
Chief Medical Examiner

June 23, 2016

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 accept and appropriate 100% State grant funds from the New York State Division of Criminal Justice Services in the amount of $455,880 for the Aid to Crime Laboratories Grant Program for the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements. These grant funds will be used to enhance the effectiveness, efficiency, reliability and accuracy of laboratory services within New York State Forensic Laboratories.

I enclose the financial impact statement and other back-up materials for this Resolution. If you have any questions, please contact Liza Wright at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is "Reso-MED-Aid to Crime Labs-Crime.doc"

Sincerely,

Michael J. Caplan M.D.
Chief Medical Examiner

Enclosures

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

1696

Intro Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. –2016, AUTHORIZING THE ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0200 SECTION 341.00 BLOCK 01.00 LOT 030.000 FOR SEWER DISTRICT PURPOSES AND REQUESTING CONVEYANCE OF SAME FROM THE TOWN OF BROOKHAVEN, SUFFOLK COUNTY, NEW YORK PURSUANT TO GENERAL MUNICIPAL LAW §72-H

WHEREAS, a certain parcel of real property presently owned by the Town of Brookhaven, County of Suffolk, New York, and having a Suffolk County Tax Map Identification Number of District 0200 Section 341.00 Block 01.00 Lot 030.000, is situated within the geographical boundaries of the Town of Brookhaven, Suffolk County, New York a map and description of same being attached hereto as Exhibit "A" (hereinafter referred to as the "subject parcel"); and

WHEREAS, the County of Suffolk, New York is interested in acquiring the subject parcel of real property for the purpose of using the subject parcel for sewer district purposes; and

WHEREAS, conveyance of the subject parcel must be authorized by the Town Board of the Town of Brookhaven, Suffolk County, New York, by duly adopted resolution; and

WHEREAS, acquisition of said parcel(s) pursuant to General Municipal Law Section 72-h, as an intergovernmental transfer is a Type II action pursuant to 6 NYCRR 617.5(c)(19) and, therefore, no further SEQRA review is required; and

WHEREAS, pursuant to the directives of Adopted Resolution No. 1134-2015, duly adopted by the Suffolk County Legislature on December 15, 2015 and thereafter approved by the Suffolk County Executive on December 21, 2015, the Department of Public Works obtained and reviewed an independent fee appraisal of the subject parcel and determined that the fair market value of the property interests to be acquired was Eight Thousand & 00/100 ($8,000.00) Dollars; now, therefore be it

1st **RESOLVED**, that the County of Suffolk does hereby authorize the acquisition and requests the conveyance of that portion of the parcel having a Suffolk County Tax Map Identification Number of District 0200 Section 341.00 Block 01.00 Lot 030.000, more particularly described in Exhibit "A", pursuant to New York State General Municipal Law Section 72H for a consideration of Eight Thousand & 00/100 ($8,000.00) Dollars plus pro-rata taxes at the time of closing, and be it further

2nd **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to effectuate the financial arrangements from previously appropriated funds in Capital Project 527-CAP-8117.210 for this acquisition, and be it further

3rd **RESOLVED**, that the Commissioner of Suffolk County Department of Public works or his designee is hereby authorized to execute all necessary documents in connection with the acquisition of the above described parcel(s).

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1696

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. –2016, AUTHORIZING THE ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0200 SECTION 341.00 BLOCK 01.00 LOT 030.000 FOR SEWER DISTRICT PURPOSES AND REQUESTING CONVEYANCE OF SAME FROM THE TOWN OF BROOKHAVEN, SUFFOLK COUNTY, NEW YORK PURSUANT TO GENERAL MUNICIPAL LAW §72-H.

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)

[redacted]	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

Acquisition of land is in the appraisal amount of $8,000

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
$8,000

8. Proposed Source of Funding
CP 8117.210

9. Timing of Impact Immediate upon final Town and County resolutions

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Ben Wright, P.E. Principal Civil Engineer	Ben Wright	6-23-16

ga-bw6-22-16 Back-up sd11 Selden Section 341.00 GML 72H Conveyance SCIN 175b 7/18/16

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1696

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1696

EXHIBIT A

1696

COUNTY OF SUFFOLK – DEPARTMENT OF PUBLIC WORKS

August 31, 2015

Description of parcel of land to be acquired by Suffolk County for the Expansion of Suffolk County Sewer District 11, Pump Station 6.

Reputed Owner: **Town of Brookhaven**

Tax Map Index Number: **0200-341.00-01.00-030.000**

All that piece or parcel of land situate in the hamlet of Coram, Town of Brookhaven, County of Suffolk, State of New York, being part of the recharge basin as shown on the "Map of Tanglewood Hills, Section 9" filed in the Suffolk County Clerk's Office on April 26, 1972 as Map #5706, and being more particularly bounded and described as follows:

Beginning at a point on the northerly side of Pine Road, said point being the following two courses and distances from the extreme easterly end of an arc connecting the easterly side of Sequoia Drive with the northerly side of Pine Road:

1. Along the arc of a curve bearing to the left having a radius of 95.28 feet and a distance of 99.08 feet to a point of tangency;
2. North 74° 43' 46" East a distance of 127.80 feet to the true point or place of beginning;

Running thence North 23° 22'30" West a distance of 73.00 feet to a point;

Running thence North 66° 37' 30" East a distance of 60.00 feet to a point;

Running thence South 22° 57' 13" East a distance of 81.47 feet to a point;

Running thence South 74° 43' 46" West, along the north side of Pine Road, a distance of 60.00 feet to the point or place of beginning, containing within said bounds 4,612± square feet or 0.1059± acres, more or less.

All as shown on a map entitled "Map Showing Property to be Acquired for the Expansion of Suffolk County Sewer District 11, Pump Station 6 prepared by Gayron de Bruin Land Surveying & Engineering, PC.

Described By: M. Lewis Date: 8/3/2015
Checked By: M. Aissa Date: 8/31/2015

County of Suffolk
Department of Public Works

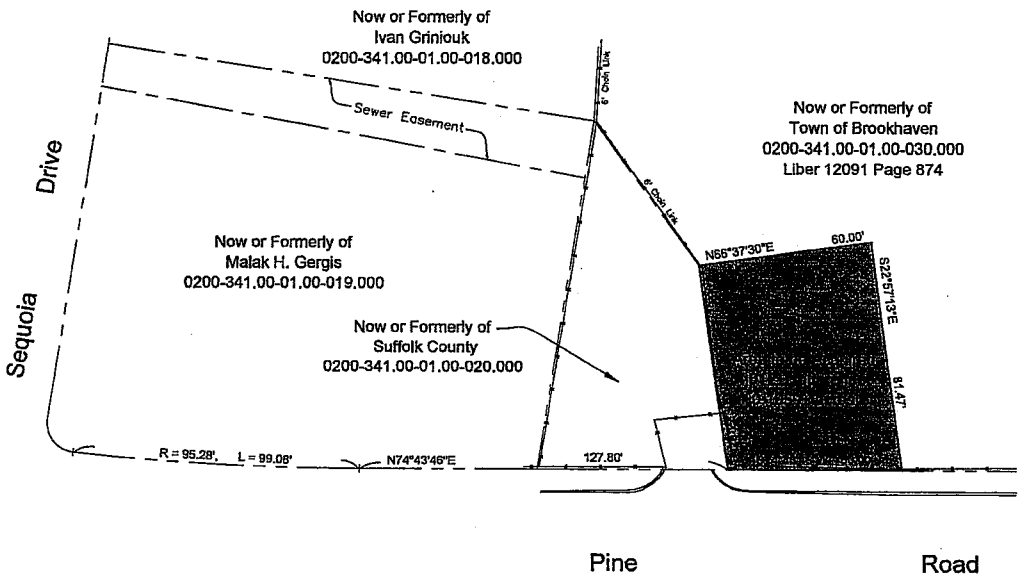
Gilbert Anderson, P.E., Commissioner
335 Yaphank Avenue
Yaphank, New York 11980

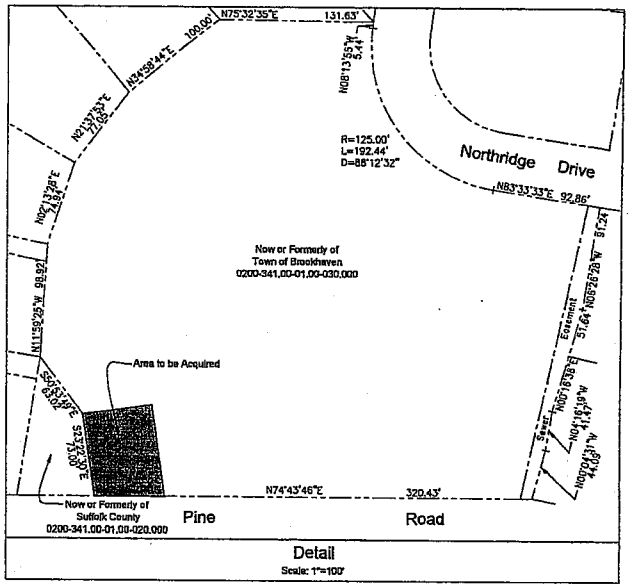
Ownership Schedule

Parcel No.	Reputed Owner	Real Property Tax Map Index No.	Area to be acquired (Square Feet)	Area to be acquired (Acres)	Remarks
1	Town of Brookhaven	0200-341.00-01.00-030.000	4,612 ±	0.1059 ±	Acquisition

Map Showing Property to be Acquired from the Town of Brookhaven

(Reputed Owner)
Coram, Town of Brookhaven
Suffolk County, New York





Detail
Scale: 1"=100'

Notes:

1. The property lines shown on this plan are based upon an actual field survey completed by Gayron de Bruin Land Surveying and Engineering, PC in April 2015 and from deeds and plans of record.
2. Unauthorized alteration or addition to this survey is a violation of Section 7209 of the New York State Education Law.

   Copies of this survey map not bearing the land surveyor's inked seal or embossed seal shall not be considered valid true copies.

   Certifications indicated herein shall run only to the person for whom the survey map is prepared, and on his behalf to the title company, governmental agency and lending institution. Certifications are not transferrable to additional institutions or subsequent owners.

I hereby certify that this map was made from an actual field survey completed under my direction on November 9, 2014.

GREGORY J. de BRUIN, P.E. & L.S. DATE
N.Y.S. L.S. No. 49945

NO.	DATE	DESCRIPTION	APPR'D
		REVISIONS	

MADE BY:	
CHECKED BY:	M.A.
DRAWN BY:	T.S.B.
COMPARED BY:	

Map Reference:
Map of Tanglewood Hills, Section 9. Filed in the Suffolk County Clerk's office April 28, 1972 as #5708.

0' 40' 80' 120
Scale: 1" = 40'
Horizontal Datum is NAD83 2011 (Epoch 2010.00) L.I. Zone

Tax Map Identification No.
0200-341.00-01.00-030.000

GdB GAYRON de BRUIN
Land Surveying & Engineering, PC
11 Union Avenue Bethpage, NY 11714 516.579.3111
GayronDeBruin.com

9161

1696

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:
RESOLUTION NO. –2016, AUTHORIZING THE ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0200 SECTION 341.00 BLOCK 01.00 LOT 030.000 FOR SEWER DISTRICT PURPOSES AND REQUESTING CONVEYANCE OF SAME FROM THE TOWN OF BROOKHAVEN, SUFFOLK COUNTY, NEW YORK PURSUANT TO GENERAL MUNICIPAL LAW §72-H.

PURPOSE OR GENERAL IDEA OF BILL:
To allow the County of Suffolk to request conveyance of real property for $8,000 from the Town of Brookhaven for Sewage Treatment Purposes (pumping).

SUMMARY OF SPECIFIC PROVISIONS:
Allowing the County of Suffolk to request conveyance of real property for $8,000 from the Town of Brookhaven for Sewage Treatment Purposes (pumping).

JUSTIFICATION:
Without the approval of the subject resolution, the County cannot build the necessary sewage pumping station leading to lack of capacity for future flows and less cost effective operation.

FISCAL IMPLICATIONS:
$8,000 included in the capital program and budget (CP 8117.210) for this purpose.

COUNTY OF SUFFOLK

1696

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: **Resolution Authorizing the Acquisition of a Portion of a Certain Parcel of Real Property Having a Suffolk County Tax Map Identification Number of District 0200 Section 341.00 Block 01.00 Lot 030.000 for Sewer District Purposes and Requesting Conveyance of Same from the Town of Brookhaven, Suffolk County, New York Pursuant to General Municipal Law §72-H**

DATE: June 22, 2016

Attached is a draft resolution and appropriate forms with backup for the steps to acquire a portion of a Town of Brookhaven site necessary for the construction of sewerage facilities (pumping station) for Sewer District No. 11 – Selden filed as Reso-DPW sd11 Parcel Acquisition dated 6-22-16 and appropriate forms with backup filed as Backup-DPW SCIN form 175a and 175b – sd11 Parcel Acquisition dated 6-22-16. The sewer district has an existing pump station located on an adjacent site which requires reconstruction and the most cost effective and feasible alternative is to acquire a small portion of land from the Town of Brookhaven in order to implement the project. It is noted that the appraisal has been accepted by the Town in an amount of $8,000.

We would appreciate this resolution being laid on the table as soon as possible.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
John Berchtold, P.E., Associate Civil Engineer
CE Reso Review
H:\SANITATION\resolutions\2016 Resolutions\ga-bw6-22-16 Back-up DPW - sd11 Selden Section 341.00 GML 72H Conveyance memo to JSchneider.doc

Intro. Res. No. 1697-16 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. –2016, AMENDING THE 2016 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR A SETTLEMENT FOR A LIABILITY CASE AGAINST THE COUNTY

WHEREAS, the Ways and Means Committee has approved a settlement for a negligence action against the County arising out of a vehicular accident for the amount of Two Hundred Thousand ($200,000) Dollars; and

WHEREAS, the above settlement is a mandated expense that must be paid by the County; and

WHEREAS, sufficient funds to satisfy lawsuits, orders, judgments and settlements are not available in the 2016 Operating Budget; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of Two Hundred Thousand ($200,000) Dollars in Suffolk County Serial Bonds to cover the cost of the above referenced settlement; now, therefore be it

1st RESOLVED, that the settlement for the total sum of Two Hundred Thousand ($200,000) Dollars be bonded and paid under the authority of the Office of Risk Management, County Department of Law, in conjunction with the County Department of Audit and Control and the County Executive's Budget Office; and be it further

2nd RESOLVED, that the proceeds of Two Hundred Thousand ($200,000) Dollars in Suffolk County Serial Bonds be and are hereby appropriated as follows:

REVENUES:		
038-2780 Proceeds: Debt		$200,000
APPROPRIATIONS:	Miscellaneous Auto Liability Insurance 038-MSC-1915 Mandated	
8505 – Settlements		$200,000

DATED:

APPROVED BY:

_____

County Executive of the County of Suffolk

Date of Approval:

1697

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 2016 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR A SETTLEMENT FOR A LIABILITY CASE AGAINST THE COUNTY

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 JUDGMENT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS. SEE ATTACHED DEBT SCHEDULE.

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

SEE ATTACHED

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED FALL 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Diane E. Weyer Chief Financial Analyst	Diane E Weyer	July 13, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1697

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$42,462**	**$0.08**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$42,462**	**$0.08**	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK C REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 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

1697

Term of Bonds	5
Amount to Bond:	$200,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$38,412.47	$4,050.00	$42,462.47	$42,462.47
			$1,636.07	$1,636.07	
11/1/2018	2.000%	$39,190.32	$1,636.07	$40,826.40	$42,462.47
			$1,239.27	$1,239.27	
11/1/2019	2.000%	$39,983.93	$1,239.27	$41,223.20	$42,462.47
			$834.43	$834.43	
11/1/2020	2.000%	$40,793.60	$834.43	$41,628.04	$42,462.47
			$421.40	$421.40	
11/1/2021	2.125%	$41,619.67	$421.40	$42,041.07	$42,462.47
11/1/2022		$200,000.00	$12,312.36	$212,312.36	$212,312.36
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					
11/1/2033					
11/1/2034					

COUNTY OF SUFFOLK

1697

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DENNIS M. BROWN
COUNTY ATTORNEY

DEPARTMENT OF LAW
DIVISION OF RISK MANAGEMENT

TO: Jon Schneider
Deputy County Executive

FROM: Dennis M. Brown
County Attorney

DATE: June 23, 2016

RE: Bond Resolution

Enclosed you will find a draft of a resolution for bonding $200,000 for the settlement of an auto liability case. The settlement was approved by the Ways and Means committee. Payment must be made within 90 days of receipt closing papers. This memo is to request the processing of the resolution.

Should you require any additional information, please do not hesitate to contact me.

LOCATION:
H. LEE DENNISON BLDG. – 7TH FLOOR
VETERANS MEMORIAL HIGHWAY

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

Liability **(631) 853-4700**
Risk Mgmt. & Liability Fax **(631) 853-4956**
Workers Compensation Fax **(631) 853-4789**

Intro. Res. No. 1698-16 Laid on the Table 7/26/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. –2016, AMENDING THE 2016 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR A SETTLEMENT FOR A LIABILITY CASE AGAINST THE COUNTY

WHEREAS, the Ways and Means Committee has approved a settlement for a negligence action against the County arising out of a vehicular accident for the amount of Ninety Thousand ($90,000) Dollars; and

WHEREAS, the above settlement is a mandated expense that must be paid by the County; and

WHEREAS, sufficient funds to satisfy lawsuits, orders, judgments and settlements are not available in the 2016 Operating Budget; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of Ninety Thousand ($90,000) Dollars in Suffolk County Serial Bonds to cover the cost of the above referenced settlement; now, therefore be it

1st RESOLVED, that the settlement for the total sum of Ninety Thousand ($90,000) Dollars be bonded and paid under the authority of the Office of Risk Management, County Department of Law, in conjunction with the County Department of Audit and Control and the County Executive's Budget Office; and be it further

2nd RESOLVED, that the proceeds of Ninety Thousand ($90,000) Dollars in Suffolk County Serial Bonds be and are hereby appropriated as follows:

REVENUES:		
038-2780 Proceeds: Debt		$90,000
APPROPRIATIONS:	Miscellaneous Auto Liability Insurance 038-MSC-1915 Mandated	
8505 – Settlements		$90,000

DATED:

APPROVED BY:

_____
County Executive of the County of Suffolk

Date of Approval:

1698

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 2016 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR A SETTLEMENT FOR A LIABILITY CASE AGAINST THE COUNTY

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 JUDGMENT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS. SEE ATTACHED DEBT SCHEDULE.

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

SEE ATTACHED

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED FALL 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Diane E. Weyer Chief Financial Analyst	Diane E. Weyer	July 13, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER 1698

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1698

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$19,108**	**$0.04**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$19,108**	**$0.04**	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK C REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

1698

General Obligation Serial Bonds
Level Debt

Term of Bonds	5
Amount to Bond:	$90,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$17,285.61	$1,822.50	$19,108.11	$19,108.11
			$736.23	$736.23	
11/1/2018	2.000%	$17,635.65	$736.23	$18,371.88	$19,108.11
			$557.67	$557.67	
11/1/2019	2.000%	$17,992.77	$557.67	$18,550.44	$19,108.11
			$375.50	$375.50	
11/1/2020	2.000%	$18,357.12	$375.50	$18,732.62	$19,108.11
			$189.63	$189.63	
11/1/2021	2.125%	$18,728.85	$189.63	$18,918.48	$19,108.11
11/1/2022		$90,000.00	$5,540.56	$95,540.56	$95,540.56
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					
11/1/2033					
11/1/2034					

COUNTY OF SUFFOLK

1698

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DENNIS M. BROWN
COUNTY ATTORNEY

DEPARTMENT OF LAW
DIVISION OF RISK MANAGEMENT

TO: Jon Schneider
Deputy County Executive

FROM: Dennis M. Brown
County Attorney

DATE: June 23, 2016

RE: Bond Resolution

Enclosed you will find a draft of a resolution for bonding $90,000 for the settlement of an auto liability case. The settlement was approved by the Ways and Means committee. Payment must be made within 90 days of receipt closing papers. This memo is to request the processing of the resolution.

Should you require any additional information, please do not hesitate to contact me.

LOCATION:
H. LEE DENNISON BLDG. – 7TH FLOOR
VETERANS MEMORIAL HIGHWAY

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

Liability (631) 853-4700
Risk Mgmt. & Liability Fax (631) 853-4956
Workers Compensation Fax (631) 853-4789

Intro. Res. No. 1699-2016 Laid on Table 7/26/2016
Introduced by Presiding Officer, on request of the County Executive

TAX ANTICIPATION NOTE RESOLUTION NO. -2016

RESOLUTION DELEGATING TO THE COUNTY COMPTROLLER THE POWERS TO AUTHORIZE THE ISSUANCE OF NOT TO EXCEED $110,000,000 TAX ANTICIPATION NOTES OF THE COUNTY OF SUFFOLK, NEW YORK, IN ANTICIPATION OF THE COLLECTION OF TAXES LEVIED FOR COUNTY PURPOSES OR RETURNED TO THE COUNTY FOR COLLECTION FOR THE FISCAL YEARS COMMENCING JANUARY 1, 2013, 2014, 2015 AND 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 $110,000,000, 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 for County purposes or returned to the County for collection for the fiscal years commencing January 1, 2013, 2014, 2015 and 2016.

(b) No notes have heretofore been authorized or issued in anticipation of the collection of said taxes, other than the $410,000,000 Tax Anticipation Notes for 2016 Taxes – dated and issued on December 16, 2015.

(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) Not less than $110,000,000 of the taxes specified in Section 2(a) hereof remains uncollected as of the date hereof.

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, 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:

1699

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 $110,000,000 Tax Anticipation Notes of said County in anticipation of the collection of real estate taxes levied for County purposes or returned to the County for collection for the fiscal years commencing January 1, 2013, 2014, 2015 and 2016 and to prescribe the terms, form and contents, and provide for the sale and credit enhancement of such notes

3. Purpose of Proposed Legislation
To issue delinquent tax anticipation notes for cash flow purposes, as we have done for the past number of years. The current 2016 cash flow anticipates revenue of $100,000,000 in such tax anticipation notes. The resolution has been written to provide sufficient latitude in principal should revenue trends decline resulting in the cash flow requiring a larger infusion of funds.

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
Since these notes will be issued to mature in October 2017 impact would be to the County's 2017 operating budget. TANs will be issued during October 2016 for the four most current fiscal tax years. The estimated "gross" interest cost for the maturing note is estimated to be approximately $2,000,000. ($100,000,000 x 2.00% gross coupon for 12 months.)
It is anticipated that a premium may be bid by the underwriters. Thus, it is currently expected that the net interest cost for the notes could be approximately 1.25%.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
Gross Interest cost in 2017 for the notes = $2,000,000.

8. Proposed Source of Funding
Tax Anticipation Notes

9. Timing of Impact
12 months October 2017

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Elizabeth Guerriero Assistant Municipal Finance Administrator Diane E. Weyer Chief Financial Analyst	Elizabeth Guerriero Diane E. Weyer	June 30, 2016 7/14/2016

SCIN FORM 175b (10/95)

COUNTY OF SUFFOLK

1699

OFFICE OF THE COUNTY COMPTROLLER

JOHN M. KENNEDY, JR.
Comptroller

June 30, 2016

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 – $110,000,000

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 July 26, 2016 and eligible for consideration for adoption on September 7, 2016. Titles of the electronic files are *Reso-A&C-2016 DTAN, Backup-A&C-2016 DTAN-175a, Backup-A&C-2016 DTAN-175b and Backup-A&C-2016 DTAN-MOS.*

The resolution authorizes me to issue tax anticipation notes to fulfill our operating cash flow requirements. Details relative to the issue are recited in the fiscal impact statement that is attached herewith. Bond Counsel has reviewed and approved the format of the resolution for presentation to the County Legislature.

Sincerely,

John M. Kennedy, Jr.
County Comptroller

cc: Louis A. Necroto, Chief Deputy Comptroller
Elizabeth Guerriero, Assistant Municipal Finance Administrator

H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY • P.O. BOX 6100 • HAUPPAUGE, NY 11788-0099
(631) 853-5040 Fax (631) 853-5057

1699

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Delegating to the County Comptroller the powers to authorize the issuance of not to exceed $110,000,000 Tax Anticipation Notes of the County of Suffolk, New York, in anticipation of the collection of taxes levied for County purposes or returned to the County for Collection for the fiscal years commencing January 1, 2013, 2014, 2015 and 2016 and to prescribe the terms, forms and contents, and provide 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 cash flow anticipates revenue of $100,000,000 in such tax anticipation notes. The resolution has been written to provide sufficient latitude in principal and final sizing will be based upon actual cash flow projection formulas.

JUSTIFICATION: Standard annual request for enabling local legislation to approve issuing Delinquent 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, 2016 for a term of approximately one year and will impact debt service in the 2017 operating budget. Estimated gross interest cost for the maturing note is estimated to be $2,000,000 ($100,000,000 X 2.00% gross coupon for 12 months). It is anticipated that a reasonable premium will be bid by the underwriters and that the net interest cost may be approximately 1.25%. Interest rate estimates are based on current market rates and are subject to change.

Intro. Res. No. 1700-16 Laid on Table: 7/26/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO -2016, ACCEPTING AND APPROPRIATING 100% REIMBURSABLE NEW FEDERAL GRANT FUNDS FROM THE NEW YORK STATE OFFICE FOR THE AGING FOR A BALANCING INCENTIVE CAREGIVER SUPPORT PROGRAM (BIP)

WHEREAS, the New York State Office for Aging has made available to Suffolk County Office for Aging funding for a local BIP Caregivers Support Program in the amount of $241,760; and

WHEREAS, this grant will be utilized to fund Home Delivered Meals to clients with caregivers; and

WHEREAS, this grant provides funding to offset existing subcontractor expenditures; and

WHEREAS, the program year will run from April 1, 2015 through June 20, 2017; and

WHEREAS, the 100% Federal grant funds are not included in the 2016 Adopted Suffolk County Budget; and

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

1st RESOLVED, that the County Comptroller be and he hereby is authorized to accept and appropriate the following funds:

REVENUES:

001-4772 Federal Aid

$241,760

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

DATED:

APROVED BY:

County Executive of Suffolk County

Date of Approval:

1700

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ **Local Law** _____ **Charter Law**

2. Title of Legislation

Resolution appropriating 100% reimbursable grant funds for a BIP Caregivers Program.

3. Purpose of Proposed Legislation

SEE #2 ABOVE.

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

5. If the answer to Item 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.

8. Proposed Source of Funding.

BIP for Caregivers funding from The New York State Office for the Aging

9. Timing of Impact.

Immediate

10. Type Name & Title of Preparer	**11. Signature of Preparer**	**12. Date**
HOLLY RHODES-TEAGUE DIRECTOR	Holly Rhodes Teague	6/30/16

SCIN FORM 175b (11/97)

Suzanne MARTIN
Pr Budget Examiner Suzanne Martin 7-13-16

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

1700

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

1700

2016 INTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and Appropriating 100% reimbursable grant funds from the New York State Office for the Aging for a BIP for Caregivers Program.

PURPOSE OR GENERAL IDEA OF BILL: To appropriate funds for a BIP for Caregivers Program.

SUMMARY OF SPECIFIC PROVISIONS: This would provide funding to provide home delivered meals to clients with caregivers.

JUSTIFICATION: This funding will provide home delivered meals to clients with caregivers.

FISCAL IMPLICATIONS: None. 100% funded.

New York State Office for the Aging

NOTIFICATION OF GRANT AWARD - Balancing Incentive Program
(Caregiver Support)

1700

Name and Address of Area Agency:	Name and Address of Sponsoring Agency/Payee:
Suffolk County Office for the Aging P.O.Box 6100- H.Lee Dennison Bldg-3rd Fl 100 Veterans Memorial Highway Hauppauge, NY 11788-0099	Suffolk County

Program Year - Beginning: 4/1/2015 Ending: 6/30/2017

Fiscal Year from which funds are awarded: 2015 | Federal CFDA No.-93.778 | This award is New

Section I - Cost Categories

	Amount
Personnel	$6,363.00
Fringe Benefits	3,184.04
Equipment	0.00
Travel	0.00
Maint. & Operations	0.00
Other Expenses	0.00
Subcontracts	232,212.96
Food	0.00
Approved Costs	$241,760.00
Less:	
Anticipated Income	0.00
Net Cost	$241,760.00

Section II - Grantee Budget - Grant Funding:

Grant Share (see remark 1)	$241,760.00
Other Resources Cash	0.00
Other Resources In-Kind	0.00
Net Cost	$241,760.00

Section III - Grant Funds Ceiling:

A. BIP Caregiver Base Allocation	$241,760.00
B. Supplemental Award	0.00
Grant Funds Ceiling (see remark 1)	$241,760.00

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

(XX) 1. Grant reimbursement is limited to the **lower** of the "Grant Share" in Section II or the "Grant Funds Ceiling" in Section III of this award notice.

(XX) 2. Receipt of Grant funds (either through advance or reimbursement) does not constitute earning of these funds. The Grant share of the project cost is earned only when allowable costs have been incurred and paid.

(XX) 3. Promotional materials in the form of informational brochures and the like, and "Give Aways" are not an allowable expense under this program.

(XX) 4. A separate audit trail is to be maintained for these funds and copies of all receipts and other pertinent documentation are to be maintained by the recipient for subsequent audit.

(XX) 5. The final claim must be submitted to the State Office for the Aging no later than 45 days after the close of the program period.

( ) 6. Other:

Name and Title of Authorizing Official:	Signature:	Date:
Greg Olsen Acting Director		6-20-16

COUNTY OF SUFFOLK

Steven Bellone
COUNTY EXECUTIVE

OFFICE FOR THE AGING
Holly S. Rhodes-Teague
DIRECTOR

MEMORANDUM

To: Jon Schneider
Deputy County Executive

From: Holly Rhodes-Teague
Director

Re: **Resolution to appropriate funds for a Balancing Incentive for Caregivers Program**

Date: June 30, 2016

As per ADH 01-15, I am enclosing Draft Resolution, Request for the Introduction of Suffolk County Legislation (Scin Form 175a), Fiscal Impact Statement (Scin Form 175b) and Notification of Grant Award Letter to appropriate additional funds for the BIP for Caregivers Program.

These funds will be utilized to provide home delivered meals to clients with caregivers.

The period of award is April 1, 2015 through June 30, 2017. Please note that this request is **100% funded**.

If you require any further information, please contact Joanne Kandell, Principal Accountant, at 853-8212.

Holly Rhodes-Teague

HRT:JK
Enclosures

H. LEE DENNISON BUILDING ♦ 100 VETERANS MEMORIAL HIGHWAY ♦ P.O. BOX 6100 ♦ HAUPPAUGE, N. Y. 11788-0099
♦ PHONE (631) 853-8200 ♦ FAX (631) 853-8225

Intro. Res. No. 1701-16 Laid on Table 7/26/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. –2016, 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) FY2016" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) has awarded Suffolk County federal funds under the SHSP FY2016 Program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and

WHEREAS, resolution no. 611-2016 to authorize the County Executive to execute grant related agreements for the State Homeland Security Program (SHSP) FY2016, Urban Area Security Initiative (UASI) FY2016, and Local Emergency Management Performance Grant (LEMPG) FY2016 was adopted on June 21, 2016; and

WHEREAS, the SHSP FY2016 will provide funds to the Departments of Fire, Rescue & Emergency Services, Police, Sheriff, Health Services, Parks, 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 09/01/2016 through 8/31/2019 in which the County will receive 100% grant funding in the amount of $900,000 for the SHSP FY2016; and

WHEREAS, $900,000 of said funds have not been included in the 2016 Operating Budget; and

WHEREAS, the SHSP FY 2016 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 2016 Operating Budget in 001-FRE-3401 as position numbers 0200-0005 and 0200-0006 (part-time Training Officers), 0200-0001 (full-time Planning Aide), and 0300-0015 (full-time Clerk Typist); and

WHEREAS, the SHSP FY2016 grant includes funding for the purchase of two (2) all-terrain vehicles for the Parks Department; and

WHEREAS, the purchase of these vehicles will increase the fleet of the Parks Department by two; and

WHEREAS, Chapter 255 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via lease or purchase has been granted via duly enacted Resolution of the Suffolk County Legislature; now, therefore be it

1st **RESOLVED**, the County Comptroller be and is hereby authorized to accept $900,000 and appropriate said grant funds as follows:

SHSP FY2016 - $900,000

REVENUES	AMOUNT
001-FRE-4232 – SHSP 2016	$ 654,424
001-POL-4232 – SHSP 2016	$ 83,271
001-SHF-4232 – SHSP 2016	$ 25,000
001-HSV-4232 – SHSP 2016	$ 100,305
001-PKS-4232 – SHSP 2016	$ 12,000
001-ITS-4232 – SHSP 2016	$ 25,000

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services
SHSP FY 2016
001-FRE-3438 - $578,077

1000 – Personnel Services	$ 171,997
1110 – Interim Salaries (for charging salaries from 001-3401)	$ 164,197
1120 – Overtime	$ 7,800
2000 – Equipment	$ 164,771
2090 – Communications Equipment	$ 134,000
2500 – Other Equipment	$ 30,771
3000 – Supplies	$ 178,539
3160 – Computer Software	$ 104,666
3310 – Clothing and Accessories	$ 15,000
3330 – Food	$ 17,500
3500 – Other Supplies	$ 8,500
3680 – Repairs: Special Equipment	$ 32,873
4000 – Utilities	$ 62,770
4015 – Cellular Communications	$ 62,770

Suffolk County Police Department
SHSP FY2016
001-POL-3765 - $83,271

2000 – Equipment	$ 10,246
2020 – Office Machines	$ 4,550
2070 – Cameras & Photographic Equipment	$ 5,696
3000 – Supplies	$ 16,600
3680 – Repairs: Special Equipment	$ 16,600
4400 – Rent	$ 56,425
4410 – Rent: Offices and Buildings	$ 56,425

Suffolk County Dept of Health Services
SHSP 2016
001-HSV-4626 - $100,305

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

Suffolk County Dept of Information Technology
SHSP 2016
001-ITS-1662 - $25,000

3000 – Supplies	$ 25,000
3160 – Computer Software	$ 25,000

Suffolk County Sheriff's Office
SHSP FY2016
001-SHF-3118 - $25,000

3000 – Supplies	$ 25,000
3680 – Repairs: Special Equipment	$ 25,000

Suffolk County Park's Department
SHSP FY2016
001-PKS-7126 - $12,000

2000 – Equipment	$ 12,000
2050 – Other Motorized Equipment	$ 12,000

Employee Benefits
Social Security
001-EMP -9030 - $13,159

8000 – Employee Benefits	$ 13,159
8330 – Social Security	$ 13,159

Employee Benefits
Retirement
001-EMP-9010 – $20,089

Employee Benefits	$ 20,089
8280 – Retirement	$ 20,089

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 - $40,187

Employee Benefits	$ 40,187
9600 - Transfer of Funds	$ 40,187

Employee Benefits
Major Medical Claims
039-EMP-9060 - $40,187

Employee Benefits	$ 40,187
8360 – Health Insurance	$ 40,187

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	$ 40,187

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 FY2016 grant:

Department of Fire, Rescue & Emergency Services

Position No.	Spec No.	Position Title	JC	Grade	No.
		001-3401 FRES GRANT POSTIONS			
3401-0200-0001	1510	Planning Aide (F/T)	C	17	1
3401-0200-0005/0006	5812	Training Officer EP (P/T)	C	16	2
3401-0300-0015	0021	Clerk Typist (F/T)	C	09	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 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 Legislature hereby authorizes the fleet of the Parks Department to be increased by two (2); and be it further

6th **RESOLVED**, the purchase of two (2) All-Terrain Vehicles for the Parks Department is hereby approved pursuant to Chapter 255-2 (b)(6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County Vehicle Standard; and be it further

7th **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 1701

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) FY2016" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES

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 2016 Grant funding in the Departments of FRES, Police, Sheriff, Health, Parks, 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-3401-0300-0015).

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 FY2016

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

9.Timing of Impact: 09/01/2016 – 08/31/2019

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jared Cirillo, Senior Grants Analyst		June 30, 2016

SCIN FORM 175b (10/95)

Diane E. Weyer Chief Financial Analyst Diane E Weyer 7/14/16

2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1701

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1701

NEW YORK STATE | Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

February 26, 2016

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 $1,200,000 under the FY2016 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. Please note that the contract for this award will be executed 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 application for these funds must be developed in conjunction with appropriate local stakeholders and it should address the greatest homeland security needs within your entire County. Your SHSP projects must also 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 FY2016 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 FY2016 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

Please note that DHSES is requiring that the Chief Executive of each County or City that receives SHSP funding sign a certification outlining your compliance with a series of related "Priority Preparedness Objectives" that have been designated by the State for the FY2016 SHSP. Specifics on these State priorities and the certification form are contained in the enclosed Program Guidance. A signed copy of the certification form must be submitted with your application.

In December 2015, DHSES marked a significant milestone for the CEPA program with the completion of initial CEPA reports for every county in the state. I thank you for your county's participation in this process and urge you to consider leveraging your CEPA report, in addition to the priorities outlined above, to inform your FY2016 SHSP application.

Also, 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 FY2016 grant is expected to be from September 1, 2016 through August 31, 2019. Your application must contain projects that can be completed during the performance period as extensions will not be allowed. 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 March 29, 2016.

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: C973760 (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: WM2016 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM16973760
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809 DUN & BRADSTREET NO: 065949190	INITIAL CONTRACT PERIOD: FROM 09/01/2016 TO 08/31/2019 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: _____	Title: _____
Date: _____	Date: _____

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH16-1026-D00	Suffolk County	06/15/2016

Award Contract **SHSP**

Project No.	**Grantee Name**

SH16-1026-D00 Suffolk County 06/15/2016

Award Contract **SHSP**

Project No. **Grantee Name**

SH16-1026-D00 Suffolk County 06/15/2016

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**	
SH16-1026-D00	Suffolk County	06/15/2016

Budget Summary by Participant

Suffolk County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds

1	Planning Aide (1 F/T) (FRES)	1	$65,433.00	$65,433.00	$65,433.00	$0.00
2	Clerk Typist (1 F/T) (FRES)	1	$44,248.00	$44,248.00	$44,248.00	$0.00
3	Training Officers (2 P/T) (FRES)	1	$54,516.00	$54,516.00	$54,516.00	$0.00
4	OT/Backfill for Citizen Corps Council (FRES)	1	$7,800.00	$7,800.00	$7,800.00	$0.00
	Total			$171,997.00	$171,997.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe Related to Planning Aide (1 F/T) (FRES)	1	$37,744.00	$37,744.00	$37,744.00	$0.00
2	Fringe Related to Clerk Typist (1 F/T) (FRES)	1	$32,501.00	$32,501.00	$32,501.00	$0.00
3	Fringe Related to Training Officers (2 P/T) (FRES)	1	$4,171.00	$4,171.00	$4,171.00	$0.00
4	Fringe Related to OT/Backfill for Ctizen Corps Council	1	$1,931.00	$1,931.00	$1,931.00	$0.00
	Total			$76,347.00	$76,347.00	$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Communications Site Equipment (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	06CC	1	$59,000.00	$59,000.00	$59,000.00	$0.00
2	Firewall Protection and Cyber Access Control (ITS)	05NP-00-IDPS	1	$25,000.00	$25,000.00	$25,000.00	$0.00
3	All Terrain Vehicle (PKS) Requires DHSES Approval	12VE-00-MISS	1	$12,000.00	$12,000.00	$12,000.00	$0.00
4	Eligible Pharmaceuticals (including ciprofloxacin, doxycycline, amoxicillin, tamiflu) (HSV)	09PH-03-CPRO	1	$100,305.00	$100,305.00	$100,305.00	$0.00
5	Intelligence System Printers (SCPD)	04HW-01-INHW	1	$4,550.00	$4,550.00	$4,550.00	$0.00
6	Mobile Intelligence Vehicle equipment repair and upgrades (SCPD)	21GN-00-MAIN	1	$16,600.00	$16,600.00	$16,600.00	$0.00
7	Surveillance Camera Equipment (SCPD) Portable	04MD-01-CMRA	1	$5,696.00	$5,696.00	$5,696.00	$0.00
8	Regional FRES Mass Care Operations (MRE's, etc) (FRES)	19FD-01-WATR	1	$17,500.00	$17,500.00	$17,500.00	$0.00
9	Regional FRES Typecasting Response Equipment (FRES)	03OE	1	$10,000.00	$10,000.00	$10,000.00	$0.00
10	Data Technology Bridge (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	06CP-02-BRDG	1	$93,666.00	$93,666.00	$93,666.00	$0.00
11	Interoperable Communications Upgrades (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	06CC	1	$75,000.00	$75,000.00	$75,000.00	$0.00
12	Mobile Communication Technology Hardware (FRES) Sat Phones, etc.	06CC-03-SATP	1	$20,771.00	$20,771.00	$20,771.00	$0.00
	Total				$440,088.00	$440,088.00	$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Supplies for Citizen Corp/Citizen Preparedness Activities (FRES)	1	$8,500.00	$8,500.00	$8,500.00	$0.00
2	Community Resilience and Preparation 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	Building Lease (SCPD Emergency Service Section)	1	$56,425.00	$56,425.00	$56,425.00	$0.00
	Total			$56,425.00	$56,425.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Portable Hotspots (FRES)	1	$17,000.00	$17,000.00	$17,000.00	$0.00
2	Satellite Asset Tracking Service and Equipment (FRES)	1	$11,000.00	$11,000.00	$11,000.00	$0.00

3	Cellular Phone Services (FRES)	1	$1,270.00	$1,270.00	$1,270.00	$0.00
4	WMD Equipment Maintenance/Storage Lease (FRES)	1	$32,873.00	$32,873.00	$32,873.00	$0.00
5	Satellite Internet Connectivity MCUs (FRES)	1	$3,000.00	$3,000.00	$3,000.00	$0.00
6	Satellite Telephone Service (FRES)	1	$41,500.00	$41,500.00	$41,500.00	$0.00
7	WMD Equipment Maintenance (SHF)	1	$25,000.00	$25,000.00	$25,000.00	$0.00
	Total			$131,643.00	$131,643.00	$0.00

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

Suffolk County Dept of Fire Rescue & Emergency Svcs

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

Award Contract **SHSP**

Project No. **Grantee Name**

SH16-1026-D00 Suffolk County 06/15/2016

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.

Project No.	Grantee Name	
SH16-1026-D00	Suffolk County	06/15/2016

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) (https://www.fema.gov/authorized-equipment-list).

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). Report scheduled exercises to DHSES through the Master Exercise and Training Information System (METIS - https://metis.nj.gov/) 60 days prior to the start of the exercise. 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

Target Capability
Primary - Critical Infrastructure Protection

Assess vulnerability of and/or harden/protect critical infrastructure and key assets. (2.5)

Task #1 for Objective #7

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

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced 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 #8

G & T Workplan Code - 03. Establish/enhance cyber security program.

Investment Justification - Enhance Cyber Security Capabilities

Target Capability
Primary - Intelligence Analysis and Production

Establish/enhance cyber security program.s (10.10)

Task #1 for Objective #8

Purchase allowable cyber security 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 cyber security 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	
SH16-1026-D00	Suffolk County	06/15/2016

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**

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**	
SH16-1026-D00	Suffolk County	06/15/2016

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

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 and recovery capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Advance Interoperable and Emergency Communications

Target Capability
Primary - Communications

Develop/enhance interoperable communications system. (6.7, 6.12)

Task #1 for Objective #2

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 #2

Maintain Services/Fees for interoperable communications equipment.

#	Performance Measure
1	Services acquired/maintained. Provide a brief narrative reporting activities conducted and how the project enhanced the interoperable communications capabilities in the jurisdiction.

Objective #3

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Strengthen CBRNE Preparedness and Response Capabilities

Target Capability
Primary - CBRNE Detection

Establish/enhance regional response teams. (1.2)

Task #1 for Objective #3

Purchase/maintain allowable CBRNE Response equipment and Mass Care Sheltering 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 mass care sheltering and response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #3

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 #4

G & T Workplan Code - 17. Establish/enhance Citizen Corps Councils.

Investment Justification - Promote Citizen and Community Preparedness

Target Capability
Primary - Community Preparedness and Participation

Establish/enhance Citizen Corps Councils. (7.7)

Task #1 for Objective #4

Purchase and deploy allowable citizen preparedness supplies.

#	Performance Measure
1	Identify supplies ordered and received. Provide a brief narrative on the training of personnel and the deployment of supplies. Describe how the project enhanced citizen preparedness capabilities in the jurisdiction.

Objective #5

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 - Intelligence/Information Sharing and Dissemination

Establish/enhance a terrorism intelligence/early warning system, center, or task force. (3.7, 4.5)

Task #1 for Objective #5

Purchase/upgrade allowable Law Enforcement surveillance 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 surveillance, 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 #6

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

Build/enhance a pharmaceutical stockpile and/or distribution network. (9.6)

Task #1 for Objective #6

Purchase eligible pharmaceuticals. Train appropriate personnel in the proper use of the equipment 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 the pharmaceuticals. Describe how the project enhanced medical 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 #7

G & T Workplan Code - 12. Assess vulnerability of and/or harden/protect critical infrastructure and key assets.

Investment Justification - Protect Critical Infrastructure and Key Resources

Gen B-10

Intro. Res. No. 1702-16 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $2,647,775 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2016" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

WHEREAS, the New York State Division of Homeland Security and Emergency Services has awarded Suffolk County federal funds under the UASI FY2016 program to be implemented by the Suffolk County Department of Fire, Rescue and Emergency Services; and

WHEREAS, resolution no. 611-2016 to authorize the County Executive to execute grant related agreements for the State Homeland Security Program (SHSP) FY2016, Urban Area Security Initiative (UASI) FY2016, and Local Emergency Management Performance Grant (LEMPG) FY2016 was adopted on June 21, 2016; and

WHEREAS, the UASI FY2016 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 09/01/2016 through 08/31/2019 in which the County will receive 100% grant funding in the amount of $2,647,775 for the UASI FY2016; and

WHEREAS, $2,647,775 of said funds have not been included in the 2016 Operating Budget; and

WHEREAS, the UASI FY2016 grant includes funding for the Department of Fire, Rescue and Emergency Services to continue the employment of eight (8) positions total: one (1) Community Emergency Evacuation Coordinator (full-time); four (4) Resource Management Officers (part-time); one (1) Resources Management Officer (full-time); one (1) Planning Aide (full-time); one (1) Senior Clerk Typist (full-time); and

WHEREAS, these positions already exist unfunded in the 2016 Operating Budget in 001-FRE-3401 as position numbers 0300-0003 (Community Emergency Evacuation Coordinator), 0300-0004/5/6/7 (Resource Management Officer-P/T), 0300-0008 (Resource Management Officer-F/T), 0300-0009 (Planning Aide); and 0100-0001 (Sr. Clerk Typist); and

WHEREAS, the UASI FY16 grant includes funding for the purchase of three (3) trailers and one (1) canine crate and handler vehicle for the Police Department; and

WHEREAS, the purchase of these trailers and canine crate and handler vehicle will increase the fleet of the Police Department by four; and

WHEREAS, Chapter 255 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via lease or purchase has been granted via duly enacted Resolution of the Suffolk County Legislature; now, therefore be it

1st **RESOLVED**, the County Comptroller be and is hereby authorized to accept and appropriate said grant funds as follows:

UASI FY2016 - $2,647,775

REVENUES:	AMOUNT
001-FRE-4233 – UASI 2016	$1,631,756
001-POL-4233 – UASI 2016	$ 698,580
001-HSV-4233 – UASI 2016	$ 155,989
001-SHF-4233 – UASI 2016	$ 144,000
001-MED-4233– UASI 2016	$ 17,450

ORGANIZATIONS:

Suffolk County Department of Fire, Rescue and Emergency Services
UASI FY2016
001-FRE-3439 - $1,481,845

1000 – Personnel Services	$411,310
1110 – Interim Salaries (for charging salaries from 001-3401)	$337,445
1120 – Overtime	$ 73,865
2000 – Equipment	$414,008
2090 – Communications Equipment	$107,954
2500 – Other Equipment	$306,054
3000 – Supplies	$413,985
3160 – Computer Software	$338,985
3330 – Food	$ 75,000
4300 - Travel	$ 4,000
4360 – Employee Training	$ 4,000
4400 – Rent	$156,542
4410 – Rent: Offices and Buildings	$156,542
4560 – Fees for Services	$ 82,000
4560 – Fees for Services	$ 82,000

Suffolk County Police Department
UASI FY2016
001-POL-3766 - $612,464

1000 – Personnel Services	$331,859
1120 – Overtime	$331,859

2000 – Equipment	$255,605
2020 – Office Machine	$ 84,000
2040 – Trucks, Trailers, Jeeps	$ 65,000
2050 – Other Motorized Equipment	$ 10,600
2500 – Other Equipment	$ 96,005
4000 – Services	$ 25,000
4210 – Computer Services	$ 25,000

Suffolk County Department of Health Services
UASI FY2016
001-HSV-4627 - $155,989

2000 – Equipment	$ 80,000
2500 – Other Equipment	$ 80,000
3000 – Supplies	$ 74,489
3370 – Medical, Dental and Lab Supplies	$ 23,000
3680 – Repairs & Maintenance – Special Equipment	$ 51,489
4000 – Fees for Services	$ 1,500
4560 – Fees for Services	$ 1,500

Suffolk County Sheriff's Office
UASI FY2016
001-SHF-3149 - $130,310

1000 – Personnel Services	$ 55,310
1120 – Overtime	$ 55,310
2000 – Equipment	$ 70,000
2500 – Other Equipment	$ 70,000
4000 – Contractual Expenses	$ 5,000
4015 – Cellular Telephones	$ 5,000

Suffolk County Medical Examiner's Office
UASI FY2016
001-MED-4732 - $17,450

2000 – Equipment	$ 14,050
2020 – Office Machines	$ 6,050
2070 – Photographic Equipment	$ 8,000
3000 – Supplies	$ 3,400
3160 – Computer Software	$ 3,400

Employee Benefits
Social Security
001-EMP - 9030 - $40,510

8000 – Employee Benefits	$ 40,510
8330 – Social Security	$ 40,510

Employee Benefits
Retirement
001-EMP-9010 – $145,769

Employee Benefits	$145,769
8280 – Retirement	$145,769

Employee Benefits
Welfare Fund
001-EMP-9080 - $5,824

Employee Benefits	$ 5,824
8380 – Welfare Fund Contribution	$ 5,824

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $57,614

Employee Benefits	$ 57,614
9600 – Transfer of Funds	$ 57,614

Employee Benefits
Major Medical Claims
039-EMP-9060 - $57,614

Employee Benefits	$ 57,614
8360 – Health Insurance	$ 57,614

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	$ 57,614

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 FY2016 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 (F/T)	C	23	1
3401-0300-0004/5/6/7	5808	Resource Mgmt Officer EP (P/T)	C	16	4
3401-0300-0008	5808	Resource Mgmt Officer EP (F/T)	C	16	1
3401-0300-0009	1510	Planning Aide (F/T)	C	17	1
3401-0100-0001	0022	Senior Clerk Typist (F/T)	C	09	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 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 Legislature hereby authorizes the fleet of the Police Department to be increased by four (4); and be it further

6th **RESOLVED**, the purchase of three (3) trailers and (1) canine crate and handler vehicle for the Police Department is hereby approved pursuant to Chapter 255-2 (b)(6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County Vehicle Standard; and be it further

7th **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

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 $2,647,775 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2016" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES

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 2016 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 Resources Management Officer (001-FRE-3401-0300-0008), one (1) full-time Planning Aide position (001-FRE-3401-0300-0009), and one (1) full-time Senior Clerk Typist position (001-FRE-3401-0100-0001).

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

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

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

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

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision
$2,647,775 - UASI FY2016

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

9. Timing of Impact: 09/01/2016 – 08/31/2019

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jared Cirillo, Senior Grants Analyst		June 30, 2016

SCIN FORM 175b (10/95)

Diane G. Weyer, Chief Financial Analyst Diane G. Weyer 7/14/2016

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 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 | Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

March 18, 2016

The Honorable Steven Bellone
Suffolk County Executive
100 Veterans Memorial Highway
Hauppauge, NY 11788

Dear Mr. Bellone:

I am pleased to inform you that Suffolk County is awarded $2,647,775 under the FY2016 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 ($661,944) 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). Please note that the contract for this award will be executed 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 FY2016 UASI priorities.

The performance period for this grant is expected to be from September 1, 2016 through August 31, 2019. Your application must contain projects that can be completed during the performance period as extensions will not be allowed. 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 April 8, 2016.

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

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: C973763 (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: WM2016 NYC UASI CFDA NUMBER: 97.067 DHSES NUMBERS: WM16973763
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809 DUN & BRADSTREET NO: 065949190	INITIAL CONTRACT PERIOD: FROM 09/01/2016 TO 08/31/2019 FUNDING AMOUNT FOR INITIAL PERIOD: $2,647,775.00
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**	
UN16-1004-D00	Suffolk County	06/15/2016

Award Contract **New York City UASI**

Project No.	**Grantee Name**

UN16-1004-D00 Suffolk County 06/15/2016

Award Contract **New York City UASI**

Project No. **Grantee Name**

UN16-1004-D00 Suffolk County 06/15/2016

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 **New York City UASI**

Project No.	**Grantee Name**	
UN16-1004-D00	Suffolk County	06/15/2016

Budget Summary by Participant

Suffolk County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds

1	OT/Backfill for CEMP Planning (FRES)	1	$60,000.00	$60,000.00	$60,000.00	$0.00
2	OT/Backfill for Training (SCPD)	1	$287,415.00	$287,415.00	$287,415.00	$0.00
3	OT/Backfill for Critical Infrastructure Patrols (SCPD) (Requires Prior DHS Approval)	1	$3,972.00	$3,972.00	$3,972.00	$0.00
4	OT/Backfill for Logistics/Maintenance of Equipment (FRES)	1	$12,000.00	$12,000.00	$12,000.00	$0.00
5	OT/Backfill for Exercises (SHF)	1	$13,000.00	$13,000.00	$13,000.00	$0.00
6	Planning Aide (1 F/T) (FRES)	1	$61,825.00	$61,825.00	$61,825.00	$0.00
7	Senior Clerk Typist (1 F/T) (FRES)	1	$43,560.00	$43,560.00	$43,560.00	$0.00
8	Community Emergency Evacuation Coordinator (1 F/T) (FRES)	1	$73,550.00	$73,550.00	$73,550.00	$0.00
9	Resource Management Officer (1 F/T) (FRES)	1	$46,418.00	$46,418.00	$46,418.00	$0.00
10	Resource Management Officers (4 P/T) (FRES)	1	$112,092.00	$112,092.00	$112,092.00	$0.00
11	OT/Backfill for Exercises (FRES)	1	$31,865.00	$31,865.00	$31,865.00	$0.00
12	OT/Backfill for Training (FRES)	1	$26,000.00	$26,000.00	$26,000.00	$0.00
13	Per Diem Instructors for Emergency Response Training (HSV)	1	$1,500.00	$1,500.00	$1,500.00	$0.00
14	OT/Backfill for Training (SHF)	1	$2,000.00	$2,000.00	$2,000.00	$0.00
15	OT/Backfill for Critical Infrastructure Patrols (SHF) (Requires Prior DHS Approval)	1	$40,310.00	$40,310.00	$40,310.00	$0.00
16	OT/Backfill for Exercises (SCPD)	1	$40,472.00	$40,472.00	$40,472.00	$0.00
17	OT/Backfill for Planning (FRES)	1	$4,000.00	$4,000.00	$4,000.00	$0.00
	Total			$859,979.00	$859,979.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe Related to OT/Backfill for Exercises (SHF)	1	$3,218.00	$3,218.00	$3,218.00	$0.00
2	Fringe Related to OT/Backfill for Logistics/Maintenance of Equipment (FRES)	1	$2,970.00	$2,970.00	$2,970.00	$0.00
3	Fringe Related to OT/Backfill for Exercises (FRES)	1	$7,887.00	$7,887.00	$7,887.00	$0.00
4	Fringe Related to Planning Aide (1 F/T) (FRES)	1	$36,851.00	$36,851.00	$36,851.00	$0.00
5	Fringe Related to OT/Backfill for Training (FRES)	1	$6,435.00	$6,435.00	$6,435.00	$0.00
6	Fringe Related to OT/Backfill for Training (SHF)	1	$495.00	$495.00	$495.00	$0.00
7	Fringe Related to OT/Backfill for Critical Infrastructure Patrols (SHF)	1	$9,977.00	$9,977.00	$9,977.00	$0.00
8	Fringe Related to OT/Backfill for Exercises (SCPD)	1	$10,501.00	$10,501.00	$10,501.00	$0.00
9	Fringe Related to OT/Backfill for Training (SCPD)	1	$74,585.00	$74,585.00	$74,585.00	$0.00
10	Fringe Related to OT/Backill for Critical Infrastructure Patrols (SCPD)	1	$1,030.00	$1,030.00	$1,030.00	$0.00
11	Fringe Related to Resource Management Officers (4 P/T) (FRES)	1	$12,415.00	$12,415.00	$12,415.00	$0.00
12	Fringe Related to Resource Management Officer (1 F/T) (FRES)	1	$20,952.00	$20,952.00	$20,952.00	$0.00
13	Fringe Related to Community Emergency Evacuation Coordinator (1 F/T) (FRES)	1	$29,080.00	$29,080.00	$29,080.00	$0.00
14	Fringe Related to Senior Clerk Typist (1 F/T) (FRES)	1	$32,331.00	$32,331.00	$32,331.00	$0.00
15	Fringe Related to OT/Backfill for Planning (FRES)	1	$990.00	$990.00	$990.00	$0.00
	Total			$249,717.00	$249,717.00	$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Eligible Pharmaceuticals (including Cyanokits, Duodotes, Atropens) (HSV)	09PH-05-COBL	1	$23,000.00	$23,000.00	$23,000.00	$0.00
2	Trailers for watercraft (3) (SCPD)	12TR-00-TEQP	1	$3,000.00	$3,000.00	$3,000.00	$0.00
3	Audio Visual System (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	04MD-01; 03	1	$48,247.00	$48,247.00	$48,247.00	$0.00
4	Communication Site Security & Infrastructure (FRES) (EHP Approval Received 07/08/2015)	05NP-00-14SW-0	1	$200,000.00	$200,000.00	$200,000.00	$0.00

5	Ergonomic 24/7 Task Chairs (FRES)	21GN-00-OCEQ	1	$8,807.00	$8,807.00	$8,807.00	$0.00
6	Physical Security Enhancements for Emergency Service and Special Patrol Buildings (SCPD) (Expenditures are prohibited pending EHP approval if not mobile or portable)	14SW-01-PACS	1	$50,000.00	$50,000.00	$50,000.00	$0.00
7	Physical Security Enhancements for Canine Section Buildings and Grounds (SCPD) (Expenditures are prohibited pending EHP approval if not mobile or portable)	14SW-01-WALL	1	$28,960.00	$28,960.00	$28,960.00	$0.00
8	Video Laryngoscope Intubation Equipment (SCPD)	09ME-02-AWMG	1	$3,960.00	$3,960.00	$3,960.00	$0.00
9	Information Technology Upgrades (Laptops) (SCPD)	04HW-01-INHW	1	$9,000.00	$9,000.00	$9,000.00	$0.00
10	Emergency Medical Training and Response Equipment - ATV Requires Prior Approval from DHSES (Medical ATV, Ballistic PPE, Decon Equipment, Field Hospital Equipment) (HSV)	12VE-00-MISS	1	$80,000.00	$80,000.00	$80,000.00	$0.00
11	Medical Examiner Identification Equipment (Cameras, Tablets) (MED)	04MD-01-CMRA	1	$17,450.00	$17,450.00	$17,450.00	$0.00
12	Interoperable Communications Equipment (Repeater) (SHF)	06CP-01-REPT	1	$70,000.00	$70,000.00	$70,000.00	$0.00
13	Deployable Assests (FRES) (Portable Lighting, Message Boards, Mass Meals)	03OE-03-SIGN	1	$30,000.00	$30,000.00	$30,000.00	$0.00
14	Critical Emergency Supplies (MREs and Water) (FRES)	19FD-01-IRAT	1	$75,000.00	$75,000.00	$75,000.00	$0.00
15	Warehouse Equipment (FRES)	10PE-00	1	$4,000.00	$4,000.00	$4,000.00	$0.00
16	Regional Strike Team Equipment (FRES) (APR Canisters, SCBA)	01AR-01-SCBC	1	$15,000.00	$15,000.00	$15,000.00	$0.00
17	Fast-ID Portable Fingerprint Workstation (SCPD)	20CS-01-AFIS	1	$6,250.00	$6,250.00	$6,250.00	$0.00
18	Interoperable Communications Equipment (FRES) (EHP Approval Required if not Mobile or Portable)	06CP-01-PORT	1	$107,954.00	$107,954.00	$107,954.00	$0.00
19	Multiple Canine Crate and Handler Transport Vehicle - Vehicle Requires Prior Approval from DHSES (SCPD)	12VE-00-SPEC	1	$62,000.00	$62,000.00	$62,000.00	$0.00
20	Data Exchange and Interoperability Project (SCPD)	13IT-00-DEXC	1	$100,000.00	$100,000.00	$100,000.00	$0.00
21	Tactical Canine Camera (SCPD)	04MD-01-VCAM	1	$6,835.00	$6,835.00	$6,835.00	$0.00
22	Inflatable Fast Response Watercraft (SCPD) (Requires Prior DHS Approval)	17WC-00-BOAT	1	$10,600.00	$10,600.00	$10,600.00	$0.00
	Total				$960,063.00	$960,063.00	$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel Expenses Related to M&A (FRES)	1	$500.00	$500.00	$500.00	$0.00
2	Travel Expenses Related to Training, Exercise, Meetings, etc	1	$3,500.00	$3,500.00	$3,500.00	$0.00

(FRES)						
Total				$4,000.00	$4,000.00	$0.00

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Building Lease for Homeland Security Funded Assets (FRES)	1	$156,542.00	$156,542.00	$156,542.00	$0.00
	Total			$156,542.00	$156,542.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Tidal Gauge Monitors (FRES)	1	$22,000.00	$22,000.00	$22,000.00	$0.00
2	Maintainence/Sustainment of Existing Grant-Funded Equipment (MetiMan, Caesar & iScan mannequins, MOGS, ISTate, Glidescope, Cardiac Monitors, etc) (HSV)	1	$51,489.00	$51,489.00	$51,489.00	$0.00
3	Software Maintenance/Licensing Fees (FRES)	1	$338,985.00	$338,985.00	$338,985.00	$0.00
4	Sat Phone Service (SHF)	1	$5,000.00	$5,000.00	$5,000.00	$0.00
	Total			$417,474.00	$417,474.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$2,647,775.00	$2,647,775.00	$0.00

Suffolk County Department of Health Services
Suffolk County Dept of Fire Rescue & Emergency Svcs

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$2,647,775.00	$2,647,775.00	$0.00

Award Contract

New York City UASI

Project No.
UN16-1004-D00

Grantee Name
Suffolk County

06/15/2016

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 **New York City UASI**

Project No.	**Grantee Name**	
UN16-1004-D00	Suffolk County	06/15/2016

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 - 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 - Planning

Develop/enhance homeland security/emergency management organization and structure. (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 and/or recovery capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Build and Sustain the Region's Catastrophic Preparedness Program

Target Capability
Primary - Planning

Establish/enhance regional response teams. (1.2, 1.1)

Task #1 for Objective #2

Purchase/maintain allowable regional response team 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 or maintained. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced prevention and/or 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 #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 logistics operational capabilities in the jurisdiction.

Task #3 for Objective #2

Purchase allowable interoperable communications equipment/software/licenses. 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 #3

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 #3

Purchase allowable target hardening and critical infrastructure protection equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced 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.

Task #2 for Objective #3

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 prevention initiatives in the region.

Objective #4

G & T Workplan Code - 23. Develop/enhance plans, procedures, and protocols.

Investment Justification - Build and Sustain the Region's Catastrophic Preparedness Program

Target Capability
Primary - Planning

Develop/enhance plans, procedures, and protocols. (5.1)

Task #1 for Objective #4

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 County Emergency Management Plan and response capabilities in the jurisdiction.

Objective #5

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

Investment Justification - Build and Sustain the Region's Operational Readiness for Large Scale Responses (NIMS)

Target Capability
Primary - Planning

Establish/enhance sustainable homeland security training programs. (4.10)

Task #1 for Objective #5

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 and/or recovery capabilities in the jurisdiction.

Objective #6

G & T Workplan Code - 20. Establish/enhance sustainable homeland security exercise program.

Investment Justification - Build and Sustain the Region's Operational Readiness for Large Scale Responses (NIMS)

Target Capability
Primary - Planning

Establish/enhance sustainable homeland security exercise program. (4.3)

Task #1 for Objective #6

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. Report scheduled exercises to DHSES through the Master Exercise and Training Information System (METIS) 60 days prior to the start of the exercise. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

#	Performance Measure
1	DHSES notified of scheduled exercise; 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 and recovery capabilities in the jurisdiction.

Objective #7

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 - Counter-Terror Investigation and Law Enforcement

Establish/enhance a terrorism intelligence/early warning system, center or task force. (4.5)

Task #1 for Objective #7

Purchase allowable Law Enforcement IT support 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 response and/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.

Objective #8

G & T Workplan Code - 16. Establish/enhance a public health surveillance system.

Investment Justification - Build and Maintain Public Health Readiness

Target Capability
Primary - Planning

Establish/enhance a public health surveillance system. (9.3)

Task #1 for Objective #8

Provide maintenance on emergency public health equipment.

#	Performance Measure
1	Maintenance activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the public health readiness capabilities in the jurisdiction.

Objective #9

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 #9

Purchase allowable pharmaceuticals and related supplies. Train appropriate personnel in the proper use of the pharmaceuticals/supplies and place the pharmaceuticals/supplies into service.

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

Objective #10

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

Investment Justification - Build and Sustain the Region's Operational Readiness for Large Scale Responses (NIMS)

Target Capability
Primary - Emergency Triage and Pre-Hospital Treatment

Enhance capabilities to respond to all-hazards event. (9.7, 9.5)

Task #1 for Objective #10

Purchase allowable emergency medical training and 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. Provide a brief narrative on the training of personnel and the deployment of equipment. 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 #11

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

Investment Justification - Build and Sustain the Region's Operational Readiness for Large Scale Responses (NIMS)

Target Capability
Primary - Planning

Administer and manage the Homeland Security Grant. (5.1)

Task #1 for Objective #11

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

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

Objective #12

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, 6.10)

Task #1 for Objective #12

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.

Award Contract — **New York City UASI**

Project No.	Grantee Name	
UN16-1004-D00	Suffolk County	06/15/2016

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 — **New York City UASI**

Project No.	Grantee Name	
UN16-1004-D00	Suffolk County	06/15/2016

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) (https://www.fema.gov/authorized-equipment-list).

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). Report scheduled exercises to DHSES through the Master Exercise and Training Information System (METIS - https://metis.nj.gov/) 60 days prior to the start of the exercise. 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.

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.

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2016 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 2016 SHSP Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services.

PURPOSE OR GENERAL IDEA OF BILL: The SHSP FY2016 will provide funds to the Departments of Fire, Rescue & Emergency Services, Police, Sheriff, Health Services, Parks, 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 grant will also allow the Sheriff's Office to maintain and repair critical equipment. The Parks Department will enhance their emergency preparedness with the purchase of two All-Terrain Vehicles. Lastly, IT will enhance cyber security within the county with firewall protection and access control.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

JOSEPH F. WILLIAMS
COMMISSIONER

DR. DONALD G. LYNCH
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: June 30, 2016

SUBJECT: Request for Introductory Resolution: SHSP FY2016 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) FY2016 Grant. In addition to this department, the grant provides funding for the Police Department, Sheriff's Office, Department of Health Services, Parks, and the Department of Information Technology.

The grant provides funding to support planning, equipment and training needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive matters.

If you have any questions, please contact Joel Vetter at x24856 or Jared Cirillo 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

COUNTY OF SUFFOLK

JOSEPH F. WILLIAMS
COMMISSIONER

DR. DONALD G. LYNCH
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: June 30, 2016

SUBJECT: Request for Introductory Resolution: UASI FY2016 Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $2,647,775 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) FY2016 Grant. In addition to this department, the grant provides funding for the Police Department, Sheriff's Office, Department of Health Services, and the Office of the Medical Examiner.

The grant provides funding to support planning, equipment and training needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive matters.

If you have any questions, please contact Joel Vetter at x24856 or Jared Cirillo 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

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2016 UASI GRANT

TITLE OF BILL: An act to accept and appropriate 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $2,647,775 for the 2016 UASI Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services.

PURPOSE OR GENERAL IDEA OF BILL: The UASI FY2016 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, Senior 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 a multiple canine crate and handler transport vehicle, recon-tactical camera system, inflatable fast response boat, trailers for jon boats, fast-ID portable workstations, replacement laptops, video laryngoscope intubation equipment, ALEA database, and security enhancements for the canine grounds. It will also allow SCPD to provide overtime for training/exercises/CIP. The Department of Health Services will purchase emergency medical training and response equipment. The grant will also allow Health Services to sustain maintenance contracts for equipment (including Metiman, Caesar, iStan, MOGS, iStat, etc.) and purchase eligible pharmaceuticals to maintain its medication cache capacity. In addition, the grant will allow Health Services to utilize per diem instructors for emergency response training. The Sheriff's Department will continue satellite phone service and fund a repeater project to build Interoperable Communications in the Riverhead County Center to provide connectivity between local and interagency organizations to coordinate CBRNE response operations. 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 cameras, tablets, and licensing software.

FISCAL IMPLICATIONS: None

1703

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE ADOPTED 2016 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A LIVING SHORELINE DEMONSTRATION PROJECT WITHIN THE TOWN OF SOUTHOLD. (CP 8710.417)

WHEREAS, there are sufficient funds within the Reserved Fund Balance of Fund 477 for the purpose of Water Quality Protection; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative Review Committee, pursuant to Article XII of the SUFFOLK COUNTY CHARTER has recommended funding a living shoreline demonstration project within the Town of Southold at its March 13, 2015 meeting as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

WHEREAS, the Suffolk County Department of Economic Development and Planning will sponsor the living shoreline demonstration project within the Town of Southold, in accordance with Article XII of the SUFFOLK COUNTY CHARTER; and

WHEREAS, the Town of Southold and other towns in Suffolk County have seen a large increase in demand for property protection since hurricane Sandy; and

WHEREAS, shoreline hardening structures such as bulkheads are most commonly applied to mitigate erosion but often result in loss of habitat and ecosystem function. Sustainable alternatives such as living shorelines (a form of green infrastructure) are cost effective solutions to shoreline hardening that are also beneficial to the environment; and

WHEREAS, this project, involving native plants, geotextiles, and shellfish, aims to provide a model to demonstrate how environmentally sustainable techniques can be applied to address shoreline protection, enhance habitat, and improve water quality throughout Suffolk County; and

WHEREAS, the project is consistent with many of the Peconic Estuary Program Comprehensive Conservation and Management Plan's actions to reduce nitrogen, improve water quality, and promote natural, sustainable alternatives to bulkheads; and

WHEREAS, the Town of Southold has committed by Town Board Resolution No. 2016-639, adopted at the June 28, 2016 Town Board Meeting, to accept the grant from Suffolk County and to enter into an Intermunicipal Agreement with Suffolk County for this project; and

WHEREAS, the Town of Southold has also committed by Town Board Resolution No. 2016-639 to provide matching project funds to be no less than either $58,800 or one half the cost of the project, whichever is less; and

WHEREAS, the project will be initiated within one year of the date of adoption of this Resolution; and

WHEREAS, the project will be completed within three years of the date of adoption of this Resolution; and

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

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2016 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are sufficient funds available in Fund 477 within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2016 Capital Budget and Program; now, therefore be it

1st **RESOLVED**, that the Town of Southold, having conducted a coordinated review and being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, found as documented by Town Board Resolution No. 2016-639, that this proposed action constitutes a Type II Action, pursuant to 6 NYCRR §617.5(C) (20) and (27), therefore the SEQRA review is complete and no further action needs to be taken by Suffolk County; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of 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 sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of the County's share for this project; and be it further

4th **RESOLVED**, that the Adopted 2016 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

Agency	Fund	Organization	Object	Description	Amount
IFT	477	E525	9600	Transfer to Capital Fund	$58,800

; and be it further

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

REVENUES:

Agency	Fund	Rev Source	Organization	Description	Amount
IFT	525	R477	E525	Transfer from Water Quality Protection	$58,800

(Ref. 525-CAP-IFTR-R477)

; and be it further

6th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8710.417
Project Title: Living Shoreline Demonstration Project

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
4. Site Improvement	$58,800	$0	$58,800W
TOTAL	$58,800	$0	$58,800

; and be it further

7th **RESOLVED**, that these Water Quality proceeds in the amount of $58,800 be and hereby is appropriated as follows:

Project Number	Project Title	Amount
525-CAP-8710.417	Living Shoreline Demonstration Project	$58,800

; and be it further

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

9th **RESOLVED**, that the County Executive is hereby authorized to enter into an Intermunicipal Agreement with the Town of Southold under section 119-0 of the NEW YORK GENERAL MUNICIPAL LAW which shall include but not limited to, a provision authorizing the town of Southold to implement a living shoreline demonstration project near the Suffolk County Marine Environmental Learning Center in Southold.

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1703

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, AMENDING THE ADOPTED 2016 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A LIVING SHORELINE DEMONSTRATION PROJECT WITHIN THE TOWN OF SOUTHOLD. (CP 8710.417)

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

THIS RESOLUTION TRANSFERS FUNDS FROM FUND 477, WATER QUALITY PROTECTION, TO FUND 525- THE CAPITAL FUND- AND APPROPRIATES THESE FUNDS IN CAPITAL PROJECT 8710- WATER QUALITY PROJECT.

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

N/A

8. Proposed Source of Funding

FUND 477 RESERVE FUND BALANCE

9. Timing of Impact

UPON ADOPTION

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		July 18, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1703

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 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

1703

STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

June 30, 2016

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

Dear Mr. Schneider:

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

> AMENDING THE ADOPTED 2016 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A LIVING SHORELINE DEMONSTRATION PROJECT WITHIN THE TOWN OF SOUTHOLD

There are sufficient funds included in the 2016 Operating Budget Fund 477 for this project. The Suffolk County Water Quality Review Committee, at its March 13, 2015 meeting, approved funding for the Living Shoreline Demonstration Project within the Town of Southold as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds in the amount of $58,800.

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

Sincerely,

Sarah Lansdale
Director of Planning
Department of Economic Development and Planning

SL:jm
Enc.

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

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

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

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1703

Title of Resolution: AMENDING THE ADOPTED 2016 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A LIVING SHORELINE DEMONSTRATION PROJECT WITHIN THE TOWN OF SOUTHOLD

PURPOSE OR GENERAL IDEA OF BILL:

To transfer funds from Water Quality Fund 477 to a Capital Projects budget line for use by the Town of Southold for a Living Shoreline Demonstration Project.

SUMMARY OF SPECIFIC PROVISIONS:

The Town of Southold and other towns in Suffolk County have seen a large increase in demand for property protection since hurricane Sandy. Shoreline hardening structures such as bulkheads are most commonly applied and often result in loss of habitat for marine life and ecosystem function. Sustainable alternatives such as living shorelines (a form of green infrastructure) are cost effective solutions to shoreline hardening that are also beneficial to the environment.

JUSTIFICATION:

The funding for a Living Shoreline Demonstration Project was recommended at the March 13, 2015 meeting of the WQPRP Review Committee. It was deemed by the Committee to be a prudent and beneficial use of the ¼% sales tax water quality funds. Implementing green infrastructure alternatives to traditional shoreline hardening provides valuable marine habitat and is a cost-effective management approach to protect water quality in Suffolk County.

FISCAL IMPLICATIONS

None to the General Fund. All funding will come from the existing ¼% sales tax generated fund for water quality projects.

1703

WHEREAS, the Town of Southold has been awarded a grant from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative ("WQPRP"), for the "Development of a Living Shoreline, Enhance Habitat Value, and Improve Water Quality" project near the Suffolk County Marine Environmental Learning Center in Southold; and

WHEREAS, under the grant requirements, the Town of Southold is required to incur the total cost of the project in the amount of $117,600.00 and thereafter seek reimbursement under the grant award for expenditures in the amount of $58,800.00; thereby resulting in $58,800.00 net cost to the Town which will be funded by the Town and in kind services from Cornell Cooperative Extension; and

WHEREAS, the Town Board, has reviewed the provisions of the New York State Environmental Quality Review Act (SEQRA) and has considered the potential impacts of the proposed action.

NOW, THEREFORE, BE IT RESOLVED that the Town Board, being the Lead Agency under SEQRA, has determined that, pursuant to Section 617.5 (c) (20) and (27) of Title 6 of the NYCRR, the proposed action is deemed to be a Type II Action; and

BE IT FURTHER RESOLVED that the Town Board agrees that it will fund its portion of the cost of the project; and

BE IT FURTHER RESOLVED that by the Town Board of the Town of Southold that Supervisor of the Town of Southold is hereby authorized to enter into an Intermunicipal Agreement with the County of Suffolk to accept and administer the Suffolk County WQPRP grant for the "Development of a Living Shoreline, Enhance Habitat Value, and Improve Water Quality" project near the Suffolk County Marine Environmental Learning Center in Southold the terms and conditions of which shall be subject to review and approval by the Town Attorney's Office; and

BE IT FURTHER RESOLVED that one (1) certified copy of this Resolution be prepared and sent to the Suffolk County Department of Economic Development and Planning to support the Town's award for the Suffolk County WQPRP funding assistance.

Vote Record - Resolution RES-2016-639

			Yes/Aye	No/Nay	Abstain	Absent
☑ Adopted						
☐ Adopted as Amended						
☐ Defeated						
☐ Tabled	James Dinizio Jr	Voter	☑	☐	☐	☐
☐ Withdrawn	William P. Ruland	Voter	☑	☐	☐	☐
☐ Supervisor's Appt	Jill Doherty	Voter	☑	☐	☐	☐
☐ Tax Receiver's Appt	Robert Ghosio	Seconder	☑	☐	☐	☐
☐ Rescinded	Louisa P. Evans	Mover	☑	☐	☐	☐
☐ Town Clerk's Appt	Scott A. Russell	Voter	☑	☐	☐	☐
☐ Supt Hgwys Appt						
☐ No Action						
☐ Lost						

Introductory Resolution No. 1704-16 Laid on Table 7/26/16

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
ELIZABETH AHMAD, AS EXECUTRIX OF THE ESTATE OF CHARLES JONES AND LINDA REDD, MELINDA WALKER, ROSLYN E. JONES, CHRISTOPHER K. JONES AND JAQUELINE N. JONES, AS DISTRIBUTEES
(SCTM NO. 0500-135.00-03.00-064.000)

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 135.00, Block 03.00, Lot 064.000, and acquired by tax deed on December 24, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on December 30, 2015, in Liber 12846, at Page 875, and otherwise known and designated by the Town of Islip, as Lot No. 1335, on a certain map entitled "Map of Victory Farms, Section 3", filed in the Office of the Clerk of Suffolk County on April 27, 1946 as Map No. 1484; 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 December 24, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on December 30, 2015 in Liber 12846 at Page 875.

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, ELIZABETH AHMAD, AS EXECUTRIX OF THE ESTATE OF CHARLES JONES AND LINDA REDD, MELINDA WALKER, ROSLYN E. JONES, CHRISTOPHER K. JONES AND JAQUELINE N. JONES, AS DISTRIBUTEES has made application of said above described parcel and ELIZABETH AHMAD, AS EXECUTRIX OF THE ESTATE OF CHARLES JONES AND LINDA REDD, MELINDA WALKER, ROSLYN E. JONES, CHRISTOPHER K. JONES AND JAQUELINE N. JONES, AS DISTRIBUTEES has paid the application fee and will be paying $50,819.63, 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, 2016; 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 his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to ELIZABETH AHMAD, AS EXECUTRIX OF THE ESTATE OF CHARLES JONES AND LINDA REDD, MELINDA WALKER, ROSLYN E. JONES, CHRISTOPHER K. JONES AND JAQUELINE N. JONES, AS DISTRIBUTEES, 38 Columbus Avenue, Brentwood, NY 11717, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1704

June 21, 2016

Tax Map No.: 0500-135.00-03.00-064.000
Name of Last Legal Fee Owner: ELIZABETH AHMAD, AS EXECUTRIX OF THE ESTATE OF CHARLES JONES AND LINDA REDD, MELINDA WALKER, ROSLYN E. JONES, CHRISTOPHER K. JONES AND JAQUELINE N. JONES, AS DISTRIBUTEES

TREASURER'S COMPUTATION	$45,427.11
Taxes.....2015/2016	$5,270.71
Certified Mail Fees	$121.81
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$50,819.63
Monies to be received	$50,819.63
RESOLUTION AMOUNT	$50,819.63

APPROVED:

6/28/2016
Accounting
LS:lag

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

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0500	135.00	03.00	064.000 1704

ITEM #: 0

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2011	$	9,015.40
2012	$	9,072.97
2013	$	7,480.27
2014	$	6,992.03
2015	$	8,349.45
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	40,910.12
B. INTEREST DUE	$	2,353.80
C. TOTAL	$	43,263.92
D. 5% LINE C	$	2,163.20
SUBTOTAL	**$**	**45,427.11**
E. FEE 0	$	-
F. MISC MAILING FEES	$	121.81
G. MISC 2015/16 TAXES	$	5,270.71
H. MISC 0	$	-
TOTAL AMOUNT DUE:	**$**	**50,819.63** 4

CERTIFICATION BY COUNTY COMPTROLLER

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

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

23-Jun-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 12/17/16

ks

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1704

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
ELIZABETH AHMAD AS EXECUTRIX OF THE ESTATE OF CHARLES JONES AND LINDA REDD, MELINDA WALKER, ROSLYN E. JONES, CHRISTOPHER K. JONES AND JAQUELINE N. JONES, AS DISTRIBUTEES
0500-135.00-03.00-064.000

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

2016

10.

Typed Name & Title of Preparer	Signature of Preparer	Date
Lori Sklar	Lori Sklar	6/29/16
Diane E. Weyer	Diane Weyer	7/14/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1704

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

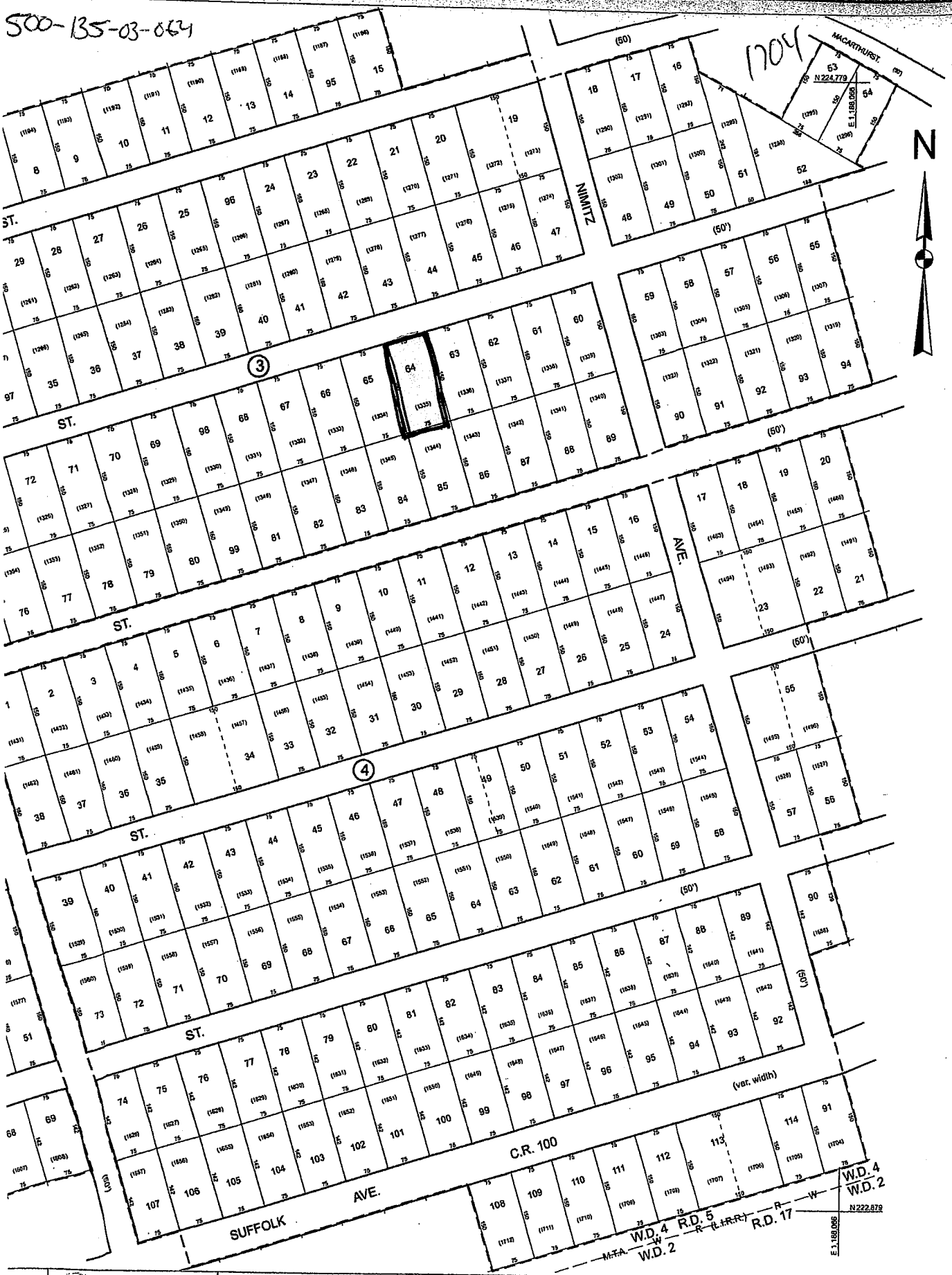
REAL PROPERTY TAX SERVICE AGENCY.

DIS NO 0500

PROPERTY MAP

CONV DATE: May 12, 2011

500-135-03-064



NOTICE

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

COUNTY OF SUFFOLK ©

Real Property Tax Service Agency

County Center Riverhead, N Y 11901

SCALE IN FEET: 100 0 100 200

KEY MAP

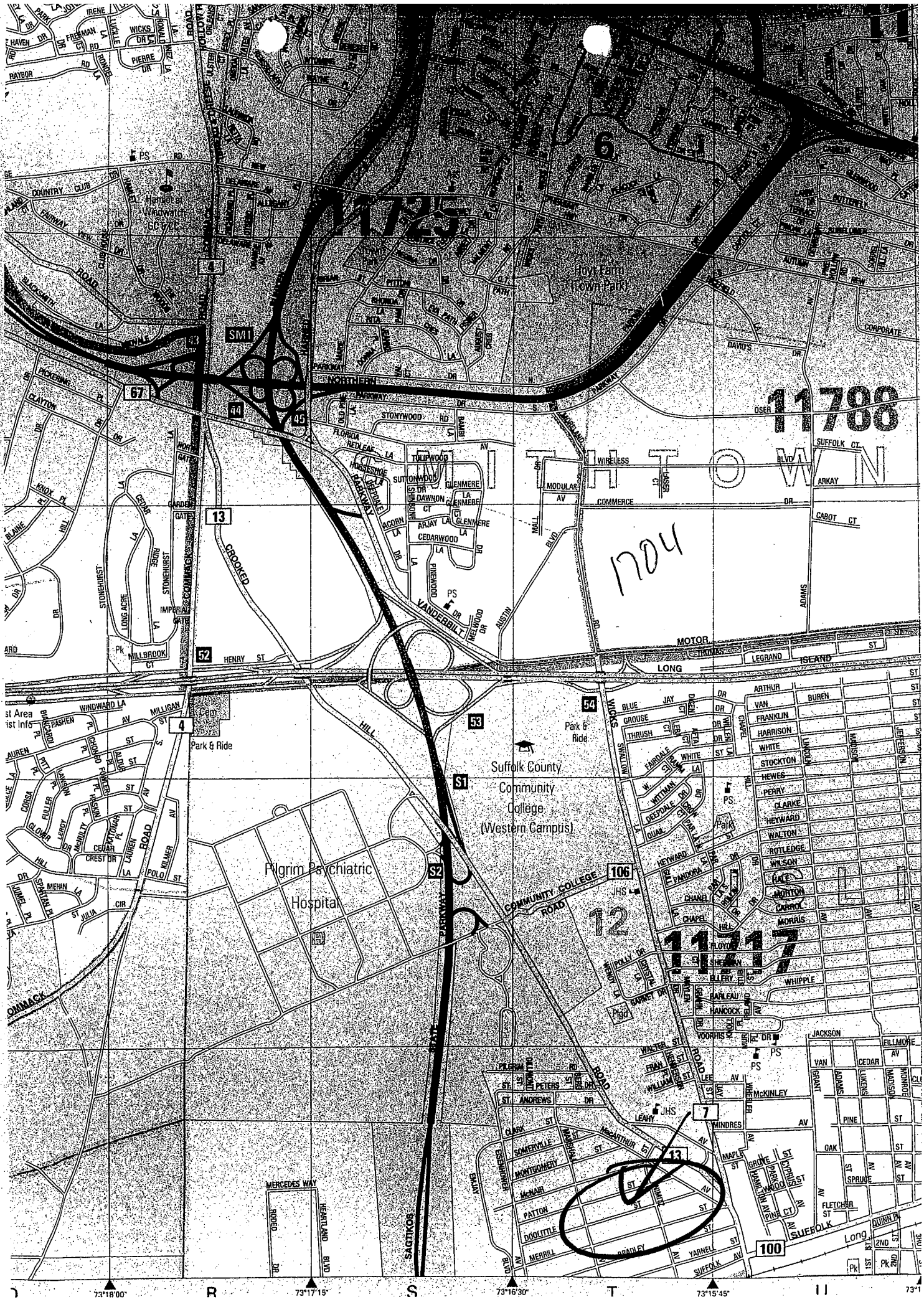
TOWN OF ISLIP

VILLAGE OF

DISTRICT NO

SECTION NO

135


11725
11788
11717
1704
Hoyt Farm (Town Park)
Suffolk County Community College (Western Campus)
Pilgrim Psychiatric Hospital
Park & Ride
NORTHERN PARKWAY
COMMUNITY COLLEGE ROAD
SAGTIKOS STATE PARKWAY
SUFFOLK
LONG ISLAND
MOTOR
VANDERBILT
CROOKED HILL
73°18'00"
73°17'15"
73°16'30"
73°15'45"

COUNTY OF SUFFOLK

1704

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

July 1, 2016

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

Re: Tax Map No. 0500-135.00-03.00-064.000
ELIZABETH AHMAD, AS EXECUTRIX OF THE ESTATE OF CHARLES JONES AND LINDA REDD, MELINDA WALKER, ROSLYN E. JONES, CHRISTOPHER K. JONES AND JAQUELINE N. JONES, AS DISTRIBUTEES

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,

Jason Smagin
Acting Director of Real Estate
Suffolk County Department of
Economic Development and Planning

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1705-16 Laid on Table 7/26/16

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
EUGENIUSZ ROGOZA
(SCTM NO. 0100-190.00-04.00-102.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 190.00, Block 04.00, Lot 102.000, and acquired by tax deed on December 23, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on December 30, 2015, in Liber 12846, at Page 867, and otherwise known and designated by the Town of Babylon, as Lots 43, 44 and East 5' of Lot 42, Block 31, on a certain map entitled "Map of American Venice, Section 2", filed in the Office of the Clerk of Suffolk County on March 19, 1926 as Map No. 225; 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 December 23, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on December 30, 2015 in Liber 12846 at Page 867.

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, VERMELLE A. IANOTTA, MORTGAGEE has made application of said above described parcel and VERMELLE A. IANOTTA, MORTGAGEE has paid the application fee and has paid $2,070.22, 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, 2016; 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 his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to EUGENIUSZ ROGOZA, 25 Lido Prom E., Lindenhurst, NY 11757, 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

1705

June 14, 2016

Tax Map No.: 0100-190.00-04.00-102.000
Name of Last Legal Fee Owner: EUGENIUSZ ROGOZA

TREASURER'S COMPUTATION	$1,518.07
Taxes.....2015/2016	$521.93
Certified Mail Fees	$30.22
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$2,070.22
Monies Received	$2,070.22
RESOLUTION AMOUNT	$2,070.22

APPROVED:

Anneyk Brownell 6/15/2016
Accounting
LS:lag

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

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0100	190.00	04.00	102.000

ITEM #: 0

1205

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2013	$	349.22
2014	$	694.37
2015	$	336.68
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	1,380.27
B. INTEREST DUE	$	65.51
C. TOTAL	$	1,445.78
D. 5% LINE C	$	72.29
SUBTOTAL	**$**	**1,518.07**
E. FEE 0	$	-
F. MISC MAILING FEES	$	30.22
G. MISC 2015/16 TAXES	$	521.93
H. MISC 0	$	-
TOTAL AMOUNT DUE:	**$**	**2,070.22**

CERTIFICATION BY COUNTY COMPTROLLER

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

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

19-Apr-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/16/16

ks

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1705

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
EUGENIUSZ ROGOZA
0100-190.00-04.00-102.000

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

2016

10.

Typed Name & Title of Preparer	Signature of Preparer	Date
Lori Sklar	Lori Sklar	6/15/16
Diane E. Weyer	Diane E. Weyer	7/14/2016

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1705

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

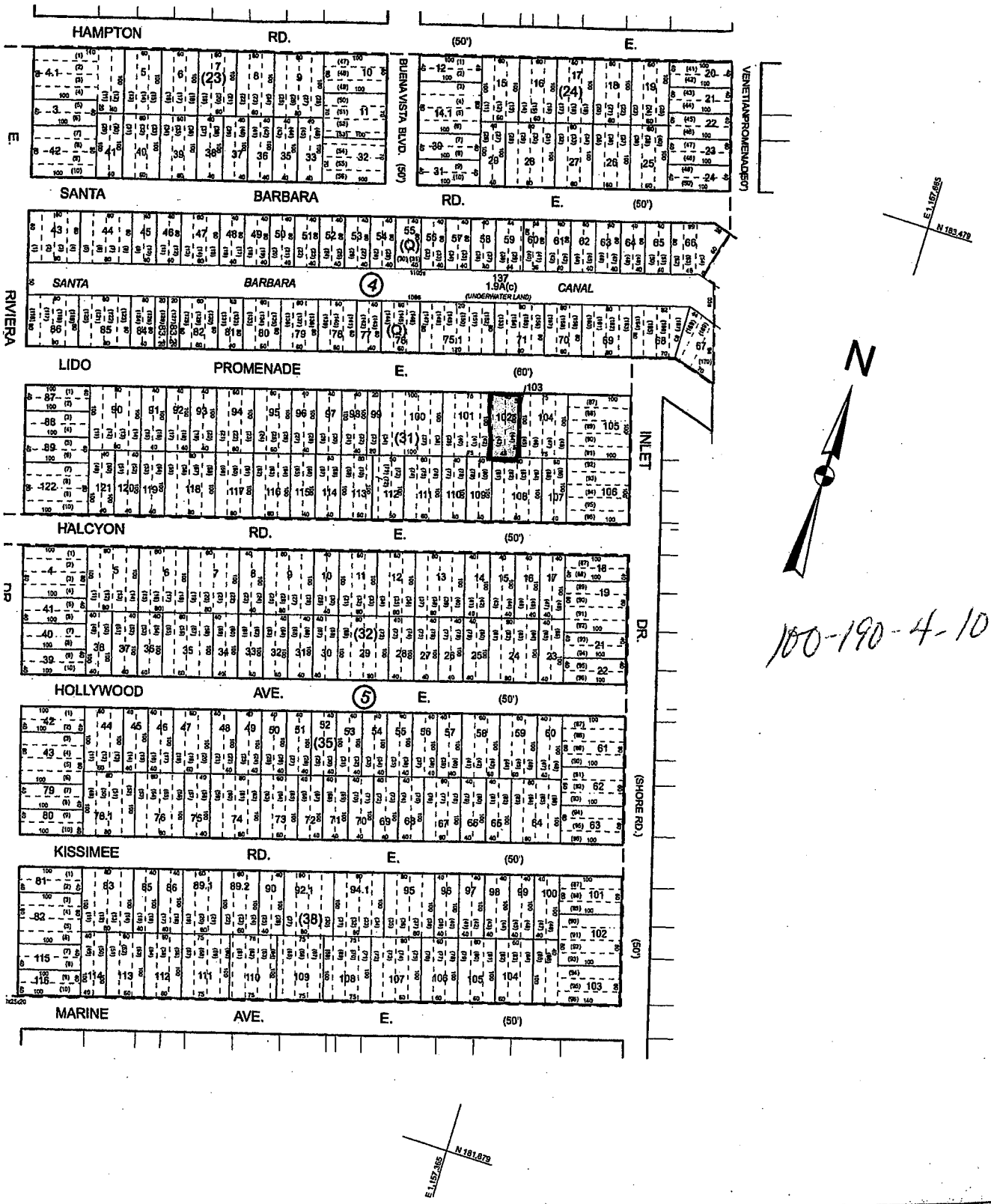
	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

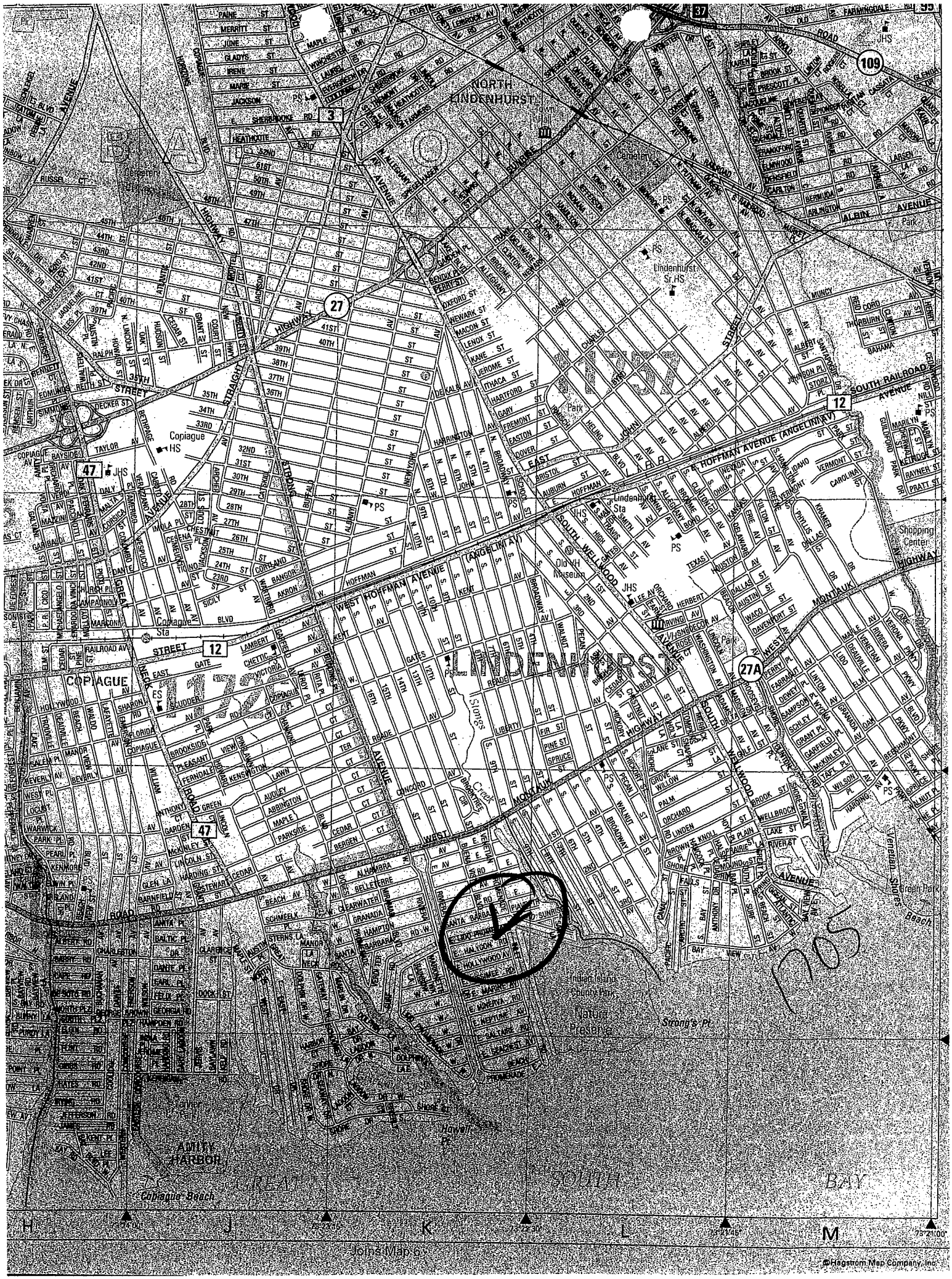
1705



100-190-4-102

NOTICE	COUNTY OF SUFFOLK © Real Property Tax Service Agency	KEY MAP	TOWN OF BABYLON	SECTION NO
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.	County Center Riverhead, N Y 11901 SCALE IN FEET: 100 0 100 200	192 189 191 190 188 185 186 187	VILLAGE OF	190
			DISTRICT NO 0100	PROPERTY MAP

CONVERSION DATE: May 25, 2011


NORTH LINDENHURST
LINDENHURST
COPIAGUE
AMITY HARBOR
GREAT SOUTH BAY
Copiague Beach
Indian Island County Park
Nature Preserve
Strong's Pt
Shopping Center
Lindenhurst Sr HS
Copiague HS
Old VH Museum
Cemetery
Joins Map 6
©Hagstrom Map Company, Inc.

COUNTY OF SUFFOLK

1705

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

July 1, 2016

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

Re: Tax Map No. 0100-190.00-04.00-102.000
EUGENIUSZ ROGOZA

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)

Introductory Resolution No. 1706-16 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JOSEPH A. SICURANZA
(SCTM NO. 0900-142.00-03.00-027.002)

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 Southampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0900, Section 142.00, Block 03.00, Lot 027.002, and acquired by tax deed on October 13, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 16, 2015, in Liber 12836, at Page 799, and otherwise known and designated by the Town of Southampton, as Lot 2, on a certain map entitled "Subdivision for Rosario Sicuranza", filed in the Office of the Clerk of Suffolk County on November 16, 2009 as Map No. 11730; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on October 13, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 16, 2015 in Liber 12836 at Page 799.

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

WHEREAS, JOSEPH A. SICURANZA has made application of said above described parcel and JOSEPH A. SICURANZA has paid the application fee and has paid $14,929.73, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; 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 his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to JOSEPH A. SICURANZA, 472 Montauk Highway, Unit 6, East Quogue, NY 11942, 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: _____

1706

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

June 16, 2016

Tax Map No.: 0900-142.00-03.00-027.002
Name of Last Legal Fee Owner: JOSEPH A. SICURANZA

TREASURER'S COMPUTATION	$12,823.06
Taxes.....2015/2016	$2,099.94
Certified Mail Fees	$6.73
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$14,929.73
Monies Received	$14,929.73
RESOLUTION AMOUNT	$14,929.73

APPROVED:

Accounting 6/17/2016
PB:lag

PREPARED BY:

Peter Belyea
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0900	142.00	03.00	027.002

1706

ITEM #: 0900-50731302

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2012	$	3,543.07
2013	$	2,982.19
2014	$	2,870.44
2015	$	2,138.50
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	11,534.20
B. INTEREST DUE	$	678.24
C. TOTAL	$	12,212.44
D. 5% LINE C	$	610.62
SUBTOTAL	**$**	**12,823.06**
E. FEE 0	$	-
F. MISC MAILING FEES	$	6.73
G. MISC 2015/16 TAXES	$	2,099.94
H. MISC 0	$	-
TOTAL AMOUNT DUE:	**$**	**14,929.73**

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for 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.

14-Apr-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/11/16

ks

1106

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
JOSEPH A. SICURANZA
0900-142.00-03.00-027.002

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

2016

10.

Typed Name & Title of Preparer	Signature of Preparer	Date
Peter Belyea		6/16/16
Diane E. Weyer	Diane E. Weyer	7/14/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1706

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

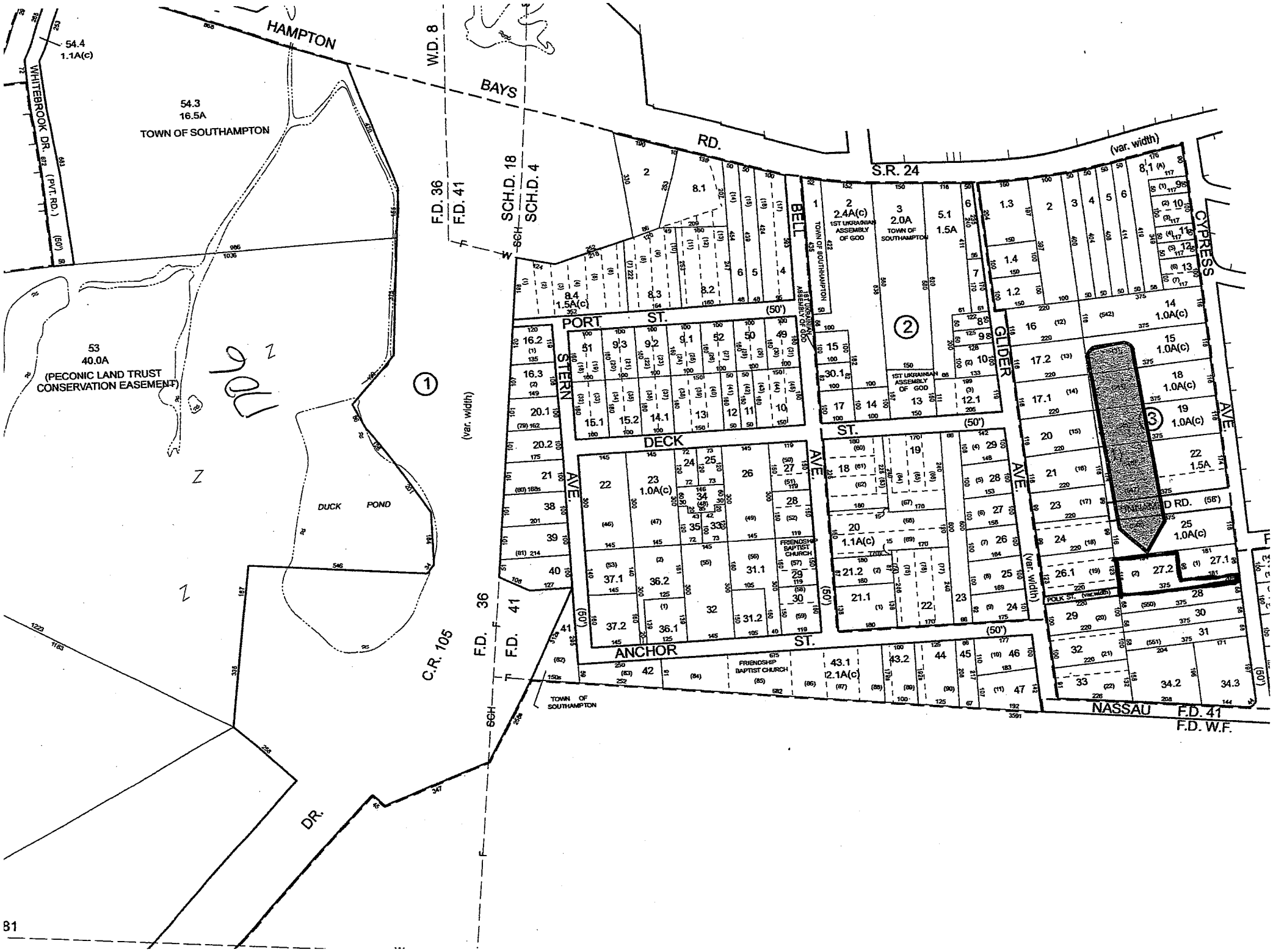
COMBINED

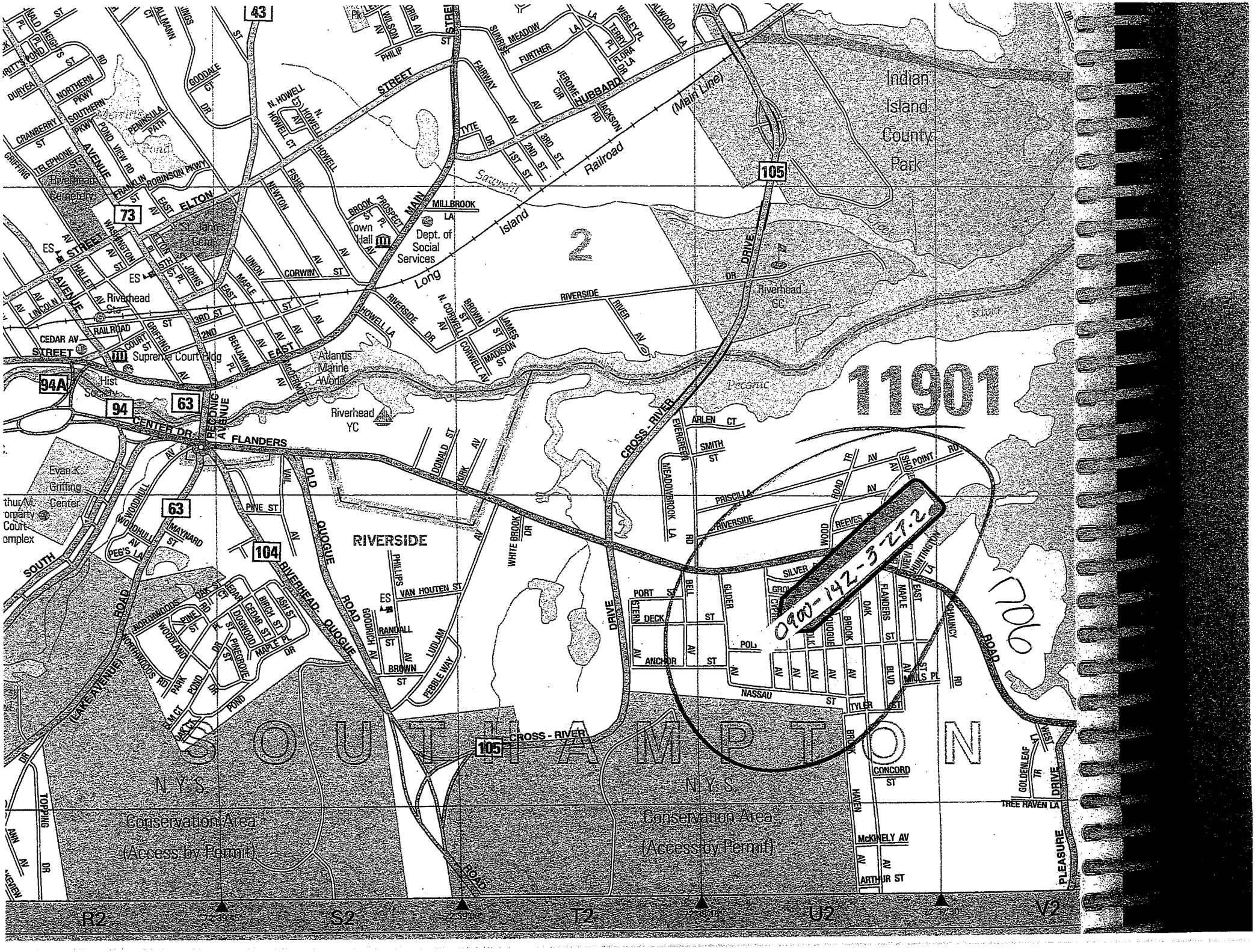
	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office


HAMPTON
BAYS
RD.
S.R. 24
(var. width)
54.4
1.1A(c)
WHITEBROOK DR.
(PVT. RD.)
54.3
16.5A
TOWN OF SOUTHAMPTON
W.D. 8
F.D. 36
F.D. 41
SCH.D. 18
SCH.D. 4
53
40.0A
(PECONIC LAND TRUST
CONSERVATION EASEMENT)
DUCK POND
C.R. 105
DR.
PORT ST.
STERN AVE.
DECK ST.
ANCHOR ST.
BELL AVE.
GLIDER AVE.
CYPRESS AVE.
NASSAU
F.D. 41
F.D. W.F.
1ST UKRAINIAN ASSEMBLY OF GOD
TOWN OF SOUTHAMPTON
FRIENDSHIP BAPTIST CHURCH
POLK ST.
(50')
(58')
1
2
3



11901
Indian Island County Park
Riverhead Cemetery
St. John's Cem.
Riverhead Sta.
Supreme Court Bldg
Hist Society
Atlantis Marine World
Riverhead YC
Riverhead GC
Dept. of Social Services
Town Hall
Evan K. Griffing Center
RIVERSIDE
SOUTHAMPTON
N.Y.S. Conservation Area (Access by Permit)
N.Y.S. Conservation Area (Access by Permit)
Long Island Railroad (Main Line)
CENTER DR
FLANDERS
RECONIC AVENUE
CROSS-RIVER DRIVE
OLD QUOGUE ROAD
RIVERHEAD-QUOGUE ROAD
(LAKE AVENUE)
PLEASURE DRIVE
R2
S2
T2
U2
V2
0900-142-3-27.2
706

COUNTY OF SUFFOLK

1106

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

July 1, 2016

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

Re: Tax Map No. 0900-142.00-03.00-027.002
JOSEPH A. SICURANZA

Dear Mr. Schneider:

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

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

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1707-16 Laid on Table 7/26/16

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
JUDY CELLURA
(SCTM NO. 0100-130.00-02.00-143.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 130.00, Block 02.00, Lot 143.000, and acquired by tax deed on October 26, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 28, 2015, in Liber 12838, at Page 568, and otherwise known and designated by the Town of Babylon, as Lots 5, 6, 7 and Part of Lot 4, Block 7, on a certain map entitled "Map of Homewood Farms, Section 2", filed in the Office of the Clerk of Suffolk County on November 4, 1931 as Map No. 474; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on October 26, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 28, 2015 in Liber 12838 at Page 568.

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, JUDY CELLURA has made application of said above described parcel and JUDY CELLURA has paid the application fee and has paid $88,068.53, 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, 2016; 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 his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to JUDY CELLURA, 402 14th Street, West Babylon, NY 11704, 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

June 23, 2016

1707

Tax Map No.: 0100-130.00-02.00-143.000
Name of Last Legal Fee Owner: JUDY CELLURA

TREASURER'S COMPUTATION	$76,856.59
Taxes.....2015/2016	$11,189.55
Certified Mail Fees	$22.39
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$88,068.53
Monies Received	$88,068.53
RESOLUTION AMOUNT	$88,068.53

APPROVED:

Annette Powell 6/24/2016
Accounting
LS:lag

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

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0100	130.00	02.00	143.00

ITEM #: 0

1707

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2011	$	13,250.17
2012	$	15,792.23
2013	$	14,928.19
2014	$	14,179.46
2015	$	10,912.49
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	69,062.54
B. INTEREST DUE	$	4,134.21
C. TOTAL	$	73,196.75
D. 5% LINE C	$	3,659.84
SUBTOTAL	**$**	**76,856.59**
E. FEE 0	$	-
F. MISC MAILING FEES	$	22.39
G. MISC 2015/16 TAXES	$	11,189.55
H. MISC 0	$	-
TOTAL AMOUNT DUE:	**$**	**88,068.53**

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for 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.

03-May-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/30/16

ks

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X**

1707

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
JUDY CELLURA
0100-130.00-02.00-143.000

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

2016

10.

Typed Name & Title of Preparer	Signature of Preparer	Date
Lori Sklar	Lori Sklar	6/29/16
Diane E. Weyer	Diane E. Weyer	7/14/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1707

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

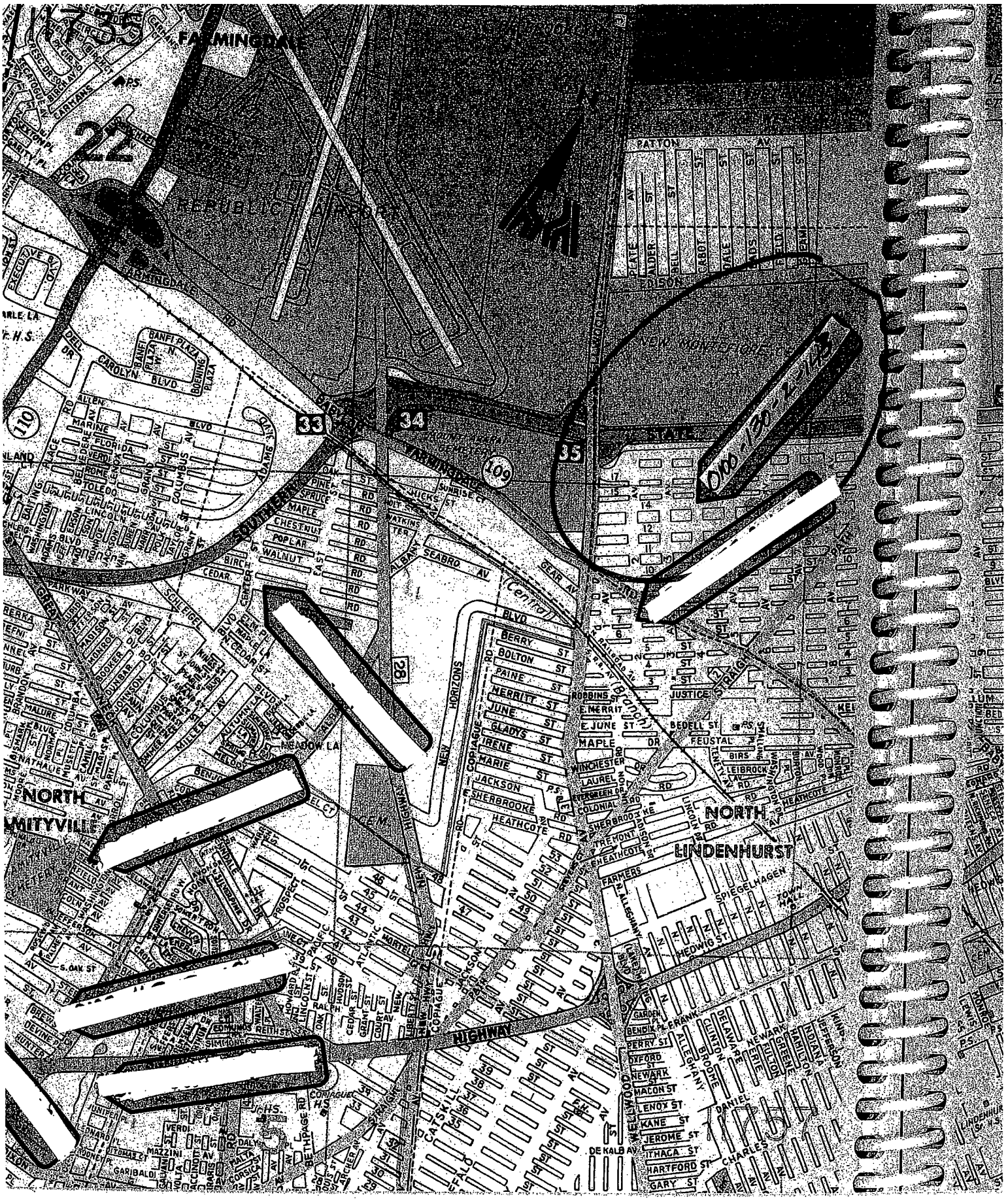
	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

6TH AVE.
5TH AVE.
4TH AVE.
3RD AVE.
ST.
TOWN OF BABYLON
BABYLON TOWN OF
(50')
1707
AN APPARENT OVERLAP
UNLESS DRAWN OTHERWISE


FARMINGDALE
REPUBLIC AIRPORT
NORTH
LINDENHURST
NORTH
WYTYVILLE
NEW MONTAUK HIGHWAY
STATE
PATTON AV
CAROLYN BLVD
BANFI PLAZA
BOEHING PLAZA
SEABRD AV
GEAR AV
BERRY ST
BOLTON ST
PAINE ST
MERRITT ST
JUNE ST
GLADYS ST
IRENE ST
MARIE ST
JACKSON ST
SHERBROOKE RD
HEATHCOTE RD
MAPLE DR
WINCHESTER DR
LAUREL RD
COLONIAL RD
TREMONT RD
FARMERS
SPIEGELHAGEN
HEDWIG ST
TOWN HALL
JUSTICE
BEDELL ST
FEUSTAL
BIRS
LEIBROCK RD
HEATHCOTE
MEADOW LA
COPIAGUE
CATSKILL
DE KALB AV
HARTFORD ST
GARY ST
ITHACA ST
JEROME ST
KANE ST
LENOX ST
MACON ST
NEWARK ST
OXFORD ST
PERRY ST
BENDIX PL
GARDEN PL
ALLEGHANY
BROOME
CLINTON
DELAWARE
NEWARK
ERIE
FULTON
GREEN
HAMILTON
INDIANA
JEFFERSON
DANIEL
CHARLES
WOODLAWN
SUNRISE CT
HICKS ST
WATKINS TER
ALBANY
PINE
SPRUCE
MAPLE
CHESTNUT
POPLAR
WALNUT
BIRCH
CEDAR
CENTER
SCHLEIGEL
PARKWAY
MILLER AV
MELVILLE
PROSPECT
MORTELL
ATLANTIC
PACIFIC
RALPH
HUDSON
LINCOLN ST
CEDAR ST
GRANT ST
COURT ST
NEW
FIRE ST
COMMUNITY
REITH ST
SIMONS
BETHPAGE RD
VERDI
MAZZINI
GARIBALDI
DALYN
MALTA
CORSICA
PARIS
ROME
ALLEN
MARINE
FLORIDA
VERDI
ROME
TOLEDO
LINCOLN
COLUMBUS
ADAMS
OAK
PINE
SPRUCE
MAPLE
CHESTNUT
POPLAR
WALNUT
BIRCH
CEDAR
CENTER
ELM
MAPLE
MONROE
MADISON
BOOKER T. WASHINGTON
COLUMBUS
MALURE
NATHALIE
S. OAK ST
BREWER
DEVINE
HUNTER
UNIPEL
EDWARD
SIDNEY
110
109
33
34
35
28
22

1707

COUNTY OF SUFFOLK

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

1707

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

July 1, 2016

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

Re: Tax Map No. 0100-130.00-02.00-143.000
JUDY CELLURA

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,

Jason Smagin
Acting Director of Real Estate
Suffolk County Department of
Economic Development and Planning

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1708-16 Laid on Table 7/26/16

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
RANDY HYLAND
(SCTM NO. 0200-983.20-06.00-024.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 983.20, Block 06.00, Lot 024.000, and acquired by tax deed on February 10, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016, in Liber 12852, at Page 677, and otherwise known and designated by the Town of Brookhaven, as Lot No. 768, on a certain map entitled "Map of Mastic Acres, Unit Eleven B", filed in the Office of the Clerk of Suffolk County on April 14, 1947 as Map No. 1535; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 10, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016 in Liber 12852 at Page 677.

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, RANDY HYLAND has made application of said above described parcel and RANDY HYLAND has paid the application fee and has paid $2,602.17, 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, 2016; 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 his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to RANDY HYLAND, P.O. Box 555, Shirley, NY 11967, 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

1708

June 30, 2016

Tax Map No.: 0200-983.20-06.00-024.000
Name of Last Legal Fee Owner: RANDY HYLAND

TREASURER'S COMPUTATION	$2,571.95
Taxes.....2015/2016	INCLUDED
Certified Mail Fees	$30.22
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$2,602.17
Monies Received	$2,602.17
RESOLUTION AMOUNT	$2,602.17

PREPARED BY:

Peter Belyea
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0200	983.20	06.00	024.000

ITEM #: 0200-4201500

17088

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2013	$	781.08
2014	$	801.71
2015	$	765.20
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	2,347.99
B. INTEREST DUE	$	101.48
C. TOTAL	$	2,449.47
D. 5% LINE C	$	122.47
SUBTOTAL	**$**	**2,571.95**
E. FEE 0	$	-
F. MISC MAILING FEES	$	30.22
G. MISC 2015/16 TAXES	$	-
H. MISC 0	$	-
TOTAL AMOUNT DUE:	**$**	**2,602.17**

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for 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.

26-May-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 11/07/16

ks

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1709

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
RANDY HYLAND
0200-983.20-06.00-024.000

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

2016

10.

Typed Name & Title of Preparer	Signature of Preparer	Date
Peter Belyea		6/30/16
Diane E. Weyer	Diane E Weyer	7/14/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1708

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

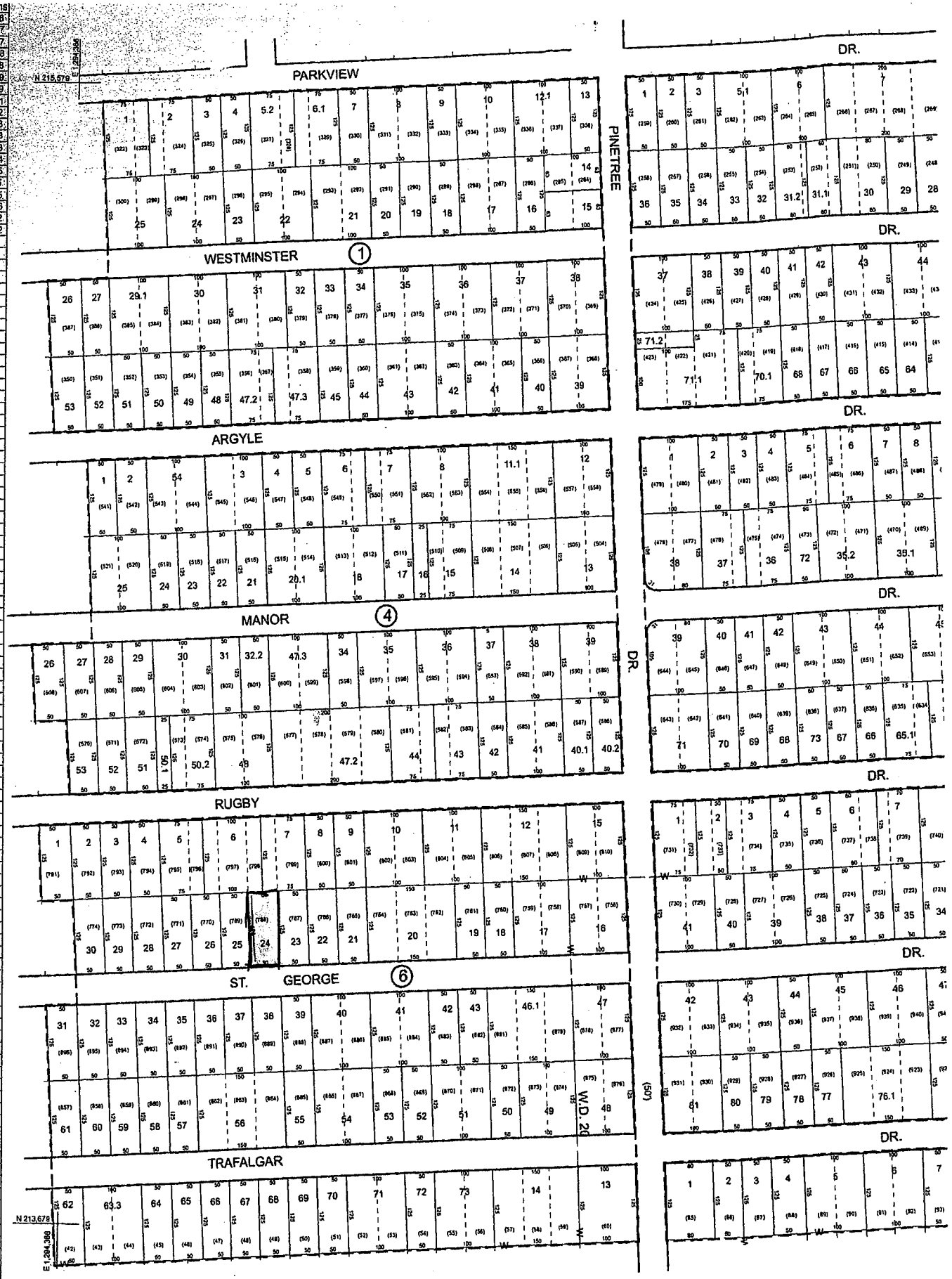
	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

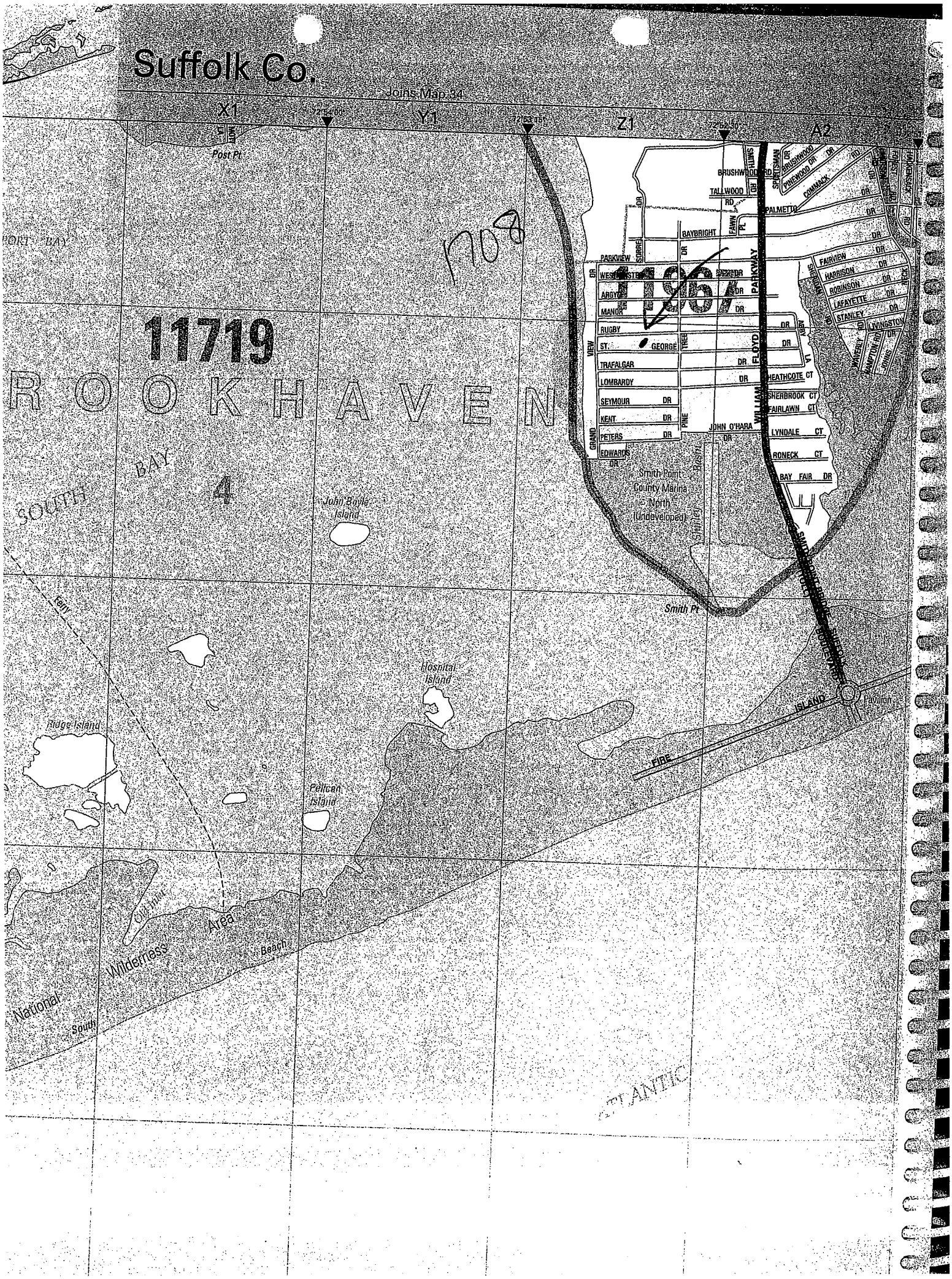
Revisions
07-13-96
02-28-97
04-23-97
08-05-98
08-28-98
06-29-99
09-03-99
07-25-01
06-10-02
04-22-03
06-03-03
10-28-03
04-12-04
03-01-05
05-11-05
09-06-05
05-19-06
11-13-12
11-27-12



1708

LEGEND					
Property or RW Line	Subdivision Lot No. (11)	Block Limit	School District Line — SCH —	Hydrant District Line — H —	UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:
Denotes Common Owner	Subdivision Block/Bldg. No. (21)	Block No. (2)	Fire District Line — F —	Refuse District Line — R —	SCHOOL 32 SEWER
Subdivision Lot Line	Deed Dimension	County Line	Water District Line — W —	Historical District Line — HST —	FIRE FS2 HYDRAN
Stream / Shore	Scaled Dimension	Town Line	Light District Line — L —	Ambulance District Line — A —	LIGHT LX1 WATER
Parcel No. 23	Deed Area 12.1 A(d) or 12.1 A	Village Line	Park District Line — P —	Wastewater District Line — WW —	PARK REFUSE
	Scaled Area 12.1 A(s)		Sewer District Line — S —		AMBULANCE WASTE

Revisions
07-13-96
06-19-97
08-28-98
12-07-98



Suffolk Co.
Joins Map 34
X1
Y1
Z1
A2
Post Pt
11719
ROOKHAVEN
SOUTH BAY
4
John Boyle Island
Ferry
Hospital Island
Ridge Island
Pelican Island
Old Inlet
Wilderness Area
National
South
Beach
Smith Pt
Smith Point County Marina North (Undeveloped)
Smith Point Bridge
Pavilion
FIRE ISLAND
BRUSHWOOD RD
TALLWOOD RD
PALMETTO
BAYBRIGHT
PARKVIEW
WESTMINSTER
ARGYLE
MANOR
RUGBY
ST. GEORGE
TRAFALGAR
LOMBARDY
SEYMOUR DR
KENT DR
PETERS DR
EDWARDS DR
JOHN O'HARA DR
HEATHCOTE CT
SHERBROOK CT
FAIRLAWN CT
LYNDALE CT
RONECK CT
BAY FAIR DR
FAIRVIEW DR
HARRISON DR
ROBINSON DR
LAFAYETTE DR
STANLEY DR
LIVINGSTON DR
WILLIAM FLOYD PARKWAY
GRAND VIEW
PINE TREE
SPORTSMAN DR
PINEWOOD DR
COMMACK RD
SHERIDAN RD
WAVERLY RD
HAMPTON RD
JOHNS NECK
1708
11967

COUNTY OF SUFFOLK

1708

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

July 1, 2016

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

Re: Tax Map No. 0200-983.20-06.00-024.000
RANDY HYLAND

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,

Jason Smagin
Acting Director of Real Estate
Suffolk County Department of
Economic Development and Planning

JS:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1709 Laid on Table 7/26/16

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
SCOTT GUVEN F/K/A SUAT GUVEN AND MERAL GUVEN, HIS WIFE (SCTM NO. 0103-025.00-03.00-058.003)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0103, Section 025.00, Block 03.00, Lot 058.003, and acquired by tax deed on October 26, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 28, 2015, in Liber 12838, at Page 568, and otherwise known and designated by the Town of Babylon, as Lots 215A and 216, on a certain map entitled "Map of Great Neck South Bay Park", filed in the Office of the Clerk of Suffolk County on June 16, 1924 as Map No. 138; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on October 26, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 28, 2015 in Liber 12838 at Page 568.

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, SCOTT GUVEN F/K/A SUAT GUVEN AND MERAL GUVEN, HIS WIFE have made application of said above described parcel and SCOTT GUVEN F/K/A SUAT GUVEN AND MERAL GUVEN, HIS WIFE have paid the application fee and have paid $78,432.46, 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, 2016; 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 his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to SCOTT GUVEN F/K/A SUAT GUVEN AND MERAL GUVEN, HIS WIFE, 32 Bayview Avenue West, Lindenhurst, NY 11757, 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

1709

June 08, 2016

Tax Map No.: 0103-025.00-03.00-058.003
Name of Last Legal Fee Owner: SCOTT GUVEN F/K/A SUAT GUVEN AND MERAL GUVEN, HIS WIFE

TREASURER'S COMPUTATION	$67,206.43
Taxes.....2015/2016	$11,219.92
Certified Mail Fees	$6.11
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$78,432.46
Monies Received	$78,432.46
RESOLUTION AMOUNT	$78,432.46

PREPARED BY:

Lori Sklar

Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0103	025.00	03.00	058.003

ITEM #: 0

1709

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2011	$	5,267.00
2012	$	16,194.33
2013	$	15,160.75
2014	$	14,211.14
2015	$	10,952.94
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	61,786.16
B. INTEREST DUE	$	2,219.96
C. TOTAL	$	64,006.12
D. 5% LINE C	$	3,200.31
SUBTOTAL	**$**	**67,206.43**
E. FEE 0	$	-
F. MISC CERTIFIED MAILING FEES	$	6.11
G. MISC 2016 TOWN TAX	$	11,219.92
H. MISC	$	-
TOTAL AMOUNT DUE:	**$**	**78,432.46**

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.

10-Dec-15

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 06/07/16

mas

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X** 1709

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
SCOTT GUVEN F/K/A SUAT GUVEN AND MERAL GUVEN, HIS WIFE
0103-025.00-03.00-058.003

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

2016

10.

Typed Name & Title of Preparer	Signature of Preparer	Date
Lori Sklar	Lori Sklar	6/13/16
Diane G. Weyer	Diane G. Weyer	7/14/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1709

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

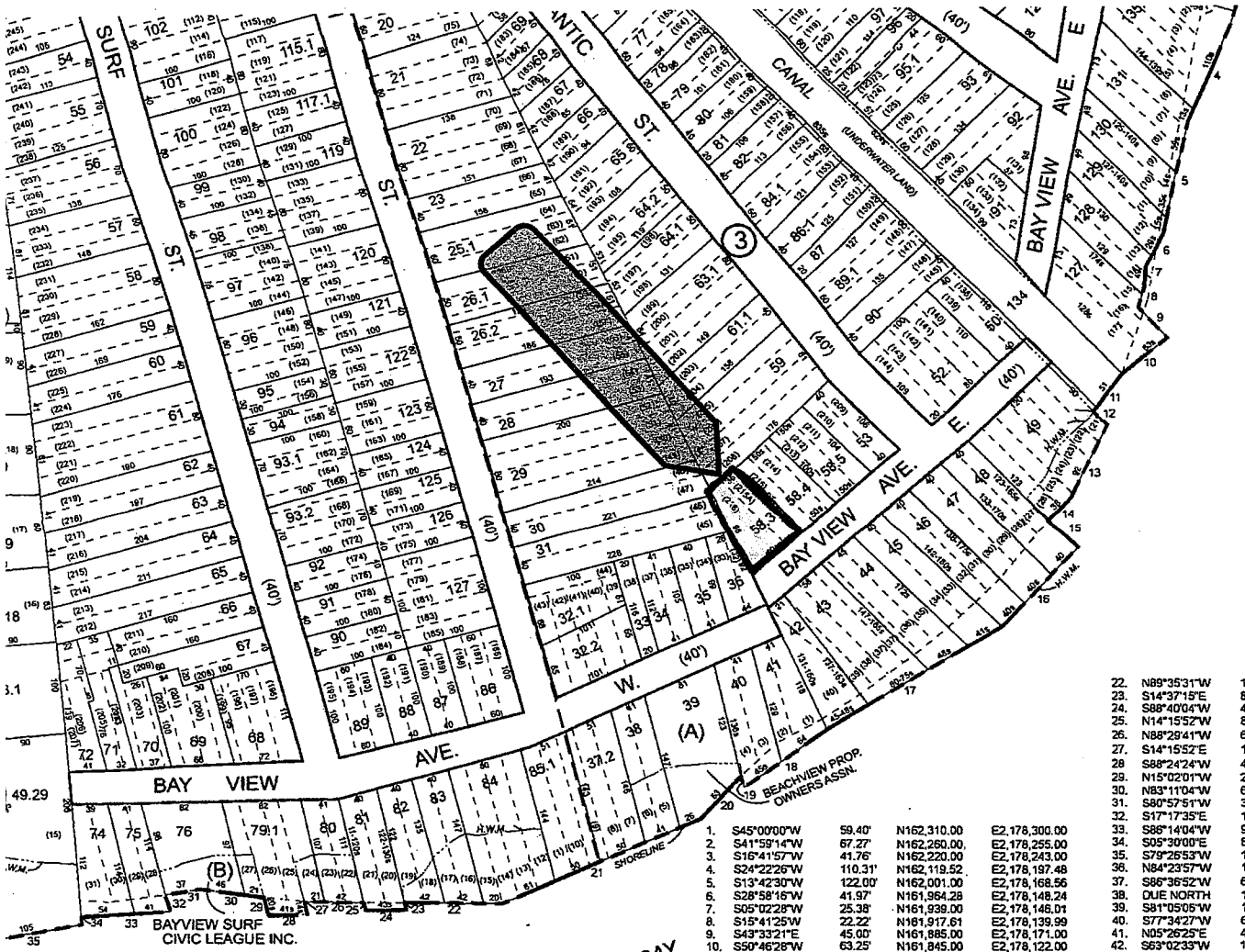
COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office



1.	S45°00'00"W	59.40'	N162,310.00	E2,178,300.00
2.	S41°59'14"W	67.27'	N162,260.00	E2,178,255.00
3.	S16°41'57"W	41.76'	N162,220.00	E2,178,243.00
4.	S24°22'26"W	110.31'	N162,119.52	E2,178,197.48
5.	S13°42'30"W	122.00'	N162,001.00	E2,178,168.56
6.	S28°58'16"W	41.97'	N161,964.28	E2,178,148.24
7.	S05°02'28"W	25.38'	N161,939.00	E2,178,146.01
8.	S15°41'25"W	22.22'	N161,917.61	E2,178,139.99
9.	S43°33'21"E	45.00'	N161,885.00	E2,178,171.00
10.	S50°46'28"W	63.25'	N161,845.00	E2,178,122.00
11.	S37°18'14"W	50.80'	N161,804.59	E2,178,091.21
12.	S45°23'24"E	20.78'	N161,790.00	E2,178,106.01
13.	S25°44'15"W	91.53'	N161,707.55	E2,178,066.27
14.	S44°39'04"W	34.51'	N161,683.00	E2,178,042.01
15.	S47°48'56"E	43.19'	N161,654.00	E2,178,074.01
16.	42°50'30"W	119.59'	N161,566.31	E2,177,992.70
17.	S58°58'04"W	217.84'	N161,454.00	E2,177,806.04
18.	S54°24'03"W	108.23'	N161,391.00	E2,177,718.04
19.	N14°52'40"W	13.05'	N161,403.61	E2,177,714.68
20.	S42°14'13"W	63.00'	N161,356.97	E2,177,672.34
21.	S66°45'33"W	228.00'	N161,267.00	E2,177,462.84
22.	N89°35'31"W	104.02'	N161,267.74	E2,177,358.82
23.	S14°37'15"E	8.00'	N161,260.00	E2,177,360.84
24.	S88°40'04"W	43.01'	N161,259.00	E2,177,317.84
25.	N14°15'52"W	8.59'	N161,267.32	E2,177,315.72
26.	N88°29'41"W	62.74'	N161,268.97	E2,177,253.04
27.	S14°15'52"E	14.47'	N161,254.95	E2,177,256.57
28	S88°24'24"W	41.00'	N161,253.81	E2,177,215.59
29.	N15°02'01"W	20.00'	N161,273.13	E2,177,210.40
30.	N83°11'04"W	68.00'	N161,281.20	E2,177,142.88
31.	S80°57'51"W	37.00	N161,275.38	E2,177,106.34
32.	S17°17'35"E	19.04'	N161,257.20	E2,177,112.00
33.	S86°14'04"W	94.97'	N161,250.96	E2,177,017.23
34.	S05°30'00"E	8.00'	N161,243.00	E2,177,018.00
35.	S79°26'53"W	103.76'	N161,224.00	E2,176,916.00
36.	N84°23'57"W	150.83'	N161,238.72	E2,176,765.89
37.	S86°36'52"W	63.00'	N161,235.00	E2,176,703.00
38.	DUE NORTH	19.00'	N161,254.00	E2,176,703.00
39.	S81°05'05"W	103.25'	N161,238.00	E2,176,601.00
40.	S77°34'27"W	60.42'	N161,225.00	E2,176,542.00
41.	N05°26'25"E	42.19'	N161,267.00	E2,176,546.00
42.	S63°02'33"W	108.00'	N161,218.04	E2,176,449.74
43.	S73°17'24"W	101.00'	N161,189.00	E2,176,353.00
44.	S88°22'30"W	106.03'	N161,186.00	E2,176,247.00
45.	S84°10'44"W	34.44'	N161,171.00	E2,176,215.00
46.	S69°49'14"W	124.65'	N161,128.00	E2,176,099.00
47.	S61°38'42"W	71.59'	N161,094.00	E2,176,036.00
48.	N81°23'04"W	33.38'	N161,099.00	E2,176,003.00
49.	S82°14'05"W	22.20'	N161,096.00	E2,175,981.00
50.	S26°49'19"W	99.73'	N161,007.00	E2,175,936.00
51.	S28°20'00"E	40.00'	N160,971.79	E2,175,954.98
52.	S35°30'00"W	60.00'	N160,922.95	E2,175,920.14
53.	N82°05'00"W	20.00'	N160,925.70	E2,175,900.33
54.	N27°29'00"W	45.00'	N160,965.62	E2,175,879.57
55.	N53°09'00"W	80.00'	N161,013.60	E2,175,815.55
56.	N04°45'49"E	30.80'	N161,044.29	E2,175,818.11
57.	N82°48'41"W	61.59'	N161,052.00	E2,175,757.00

N 182,479

E 1,162,366

NOTICE

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

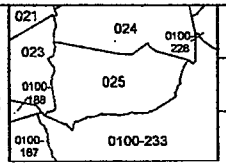
COUNTY OF SUFFOLK ©

Real Property Tax Service Agency

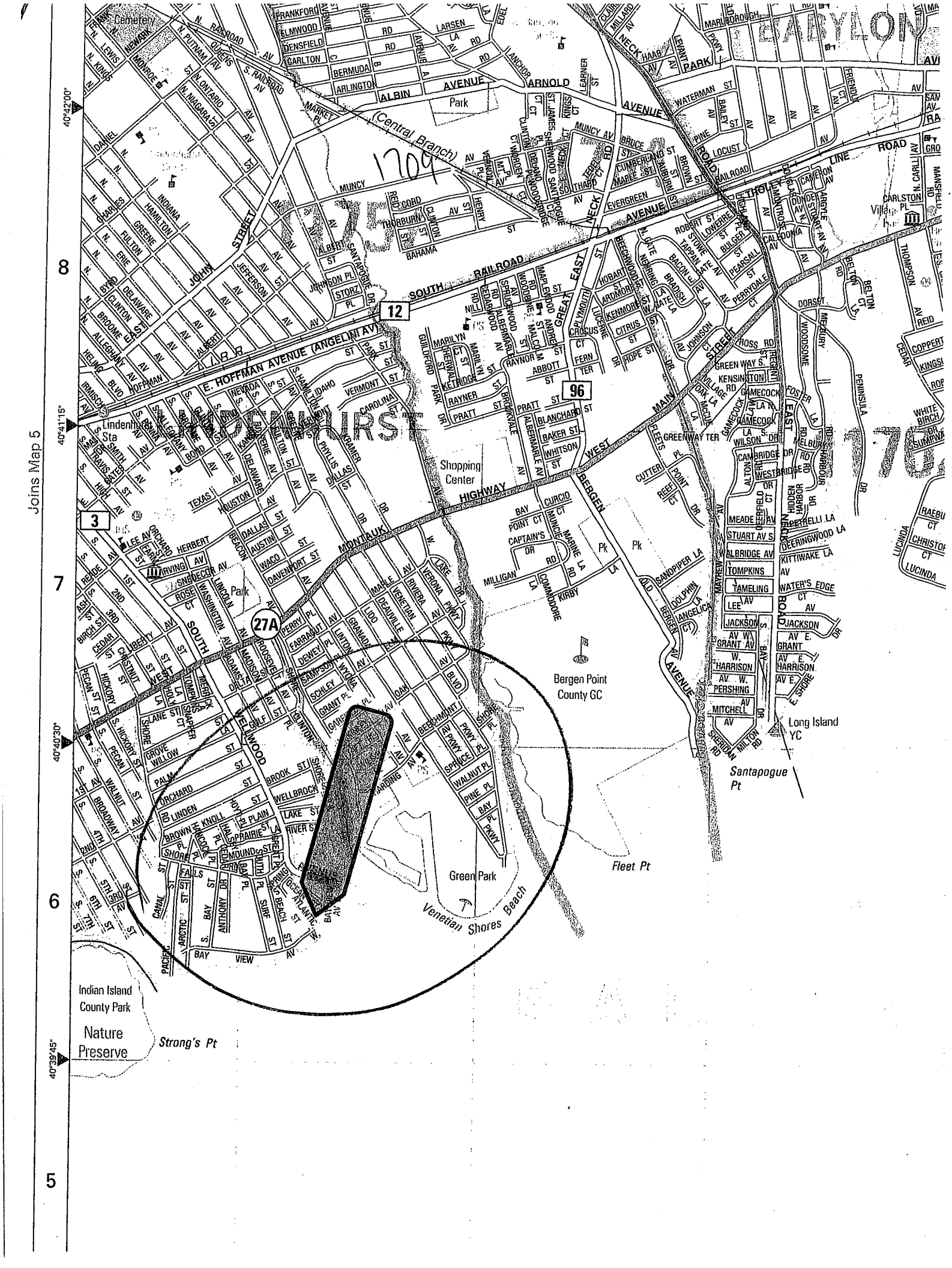
County Center Riverhead, N Y 11901

SCALE IN FEET: 100 0 100 200

KEY MAP



TOWN OF	BABYLON	SECTION NO	25
VILLAGE OF	LINDENHURST		
DISTRICT NO	0103	PROPERTY MAP	



Joins Map 5
8
7
6
5
40°42'00"
40°41'15"
40°40'30"
40°39'45"
Cemetery
Park
(Central Branch)
ALBIN AVENUE
ARNOLD AVENUE
NECK ROAD
PARK
LINE ROAD
SOUTH RAILROAD
GREAT EAST NECK
E. HOFFMAN AVENUE (ANGELINI AV)
JOHN STREET
LINDENHURST
Lindenhurst Sta
Shopping Center
MONTAUK HIGHWAY
WEST MAIN STREET
BERGEN AVENUE
SOUTH WELLWOOD
Bergen Point County GC
Long Island YC
Santapogue Pt
Fleet Pt
Green Park
Venetian Shores Beach
Indian Island County Park
Nature Preserve
Strong's Pt
12
96
3
27A

COUNTY OF SUFFOLK

1709

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

July 1, 2016

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

Re: Tax Map No. 0103-025.00-03.00-058.003
SCOTT GUVEN F/K/A SUAT GUVEN AND MERAL GUVEN, HIS WIFE

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)

Intro. Reso. No. 1710-16 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $6,000 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION & CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 79.4% SUPPORT.

WHEREAS, the Department of Homeland Security, United States Immigration & Customs Enforcement has made available of $58,500 in Federal funding to Suffolk County for participation of the Suffolk County Police Department in the ICE El Dorado Task Force; and

WHEREAS, $45,000 of this funding was appropriated by Adopted Resolution No. 1126-2015 for the participation of three Suffolk County Police Detectives on the ICE El Dorado Task Force FFY16; and

WHEREAS, $7,500 of this funding was appropriated by Adopted Resolution No.576-2016 for the participation of an additional Suffolk County Police Detective on the ICE El Dorado Task Force FFY16, bringing the total to four; and

WHEREAS, ICE has requested that an additional Suffolk County Police Detective be assigned to the Task Force, for a total participation of five Detectives; and

WHEREAS, ICE will provide additional reimbursement in the amount of $6,000 for the participation of the fifth Detective resulting in a total remuneration of $58,500 for the participation of five Detectives; and

WHEREAS, the mission of said Task Force is to engage in Homeland Security Investigations falling under the purview of U.S. Immigration and Customs Enforcement; and

WHEREAS, the operational period of the Program is from October 1, 2015 through September 30, 2016; and

WHEREAS, said reimbursement funds have not been included in the 2016 Suffolk County Operating Budget; and

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said reimbursement funds as follows:

ICE El Dorado Task Force FFY16 - $6,000

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	POL	3745	4323	6,000

ORGANIZATIONS:

Police Department (POL)
ICE El Dorado Task Force FFY16
001-POL-3745 - $6,000

1000-PERSONAL SERVICES: $6,000

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	POL	DEG	3745	1120	0000	Overtime	6,000

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $1,557 associated with the overtime salaries for this program are included in the 2016 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that 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 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 ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of determination of non-applicability or non-significance in accordance with this resolution; and be it further

4th **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Homeland Security, Immigrations and Customs Enforcement.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

1710

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $6,000 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION & CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 79.4% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX No**

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

The resolution provides $6,000 for the Suffolk County Police Department's participation in the ICE El Dorado Task Force .

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

The funds provided by this grant must be expended between October 1, 2015 and September 30, 2016.

8. Proposed Source of Funding

Non-reimbursable fringe benefits on this overtime allocation of $1,557 are included in the 2016 operating budget.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause, Grants Analyst		7/1/2016

7/13/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1710

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK CO REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT O ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1710

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating federal funding in the amount of $6,000 from the Department of Homeland Security, United States Immigration & Customs Enforcement (ICE), for the Suffolk County Police Department's participation in the Ice El Dorado Task Force with 79.4% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept a supplemental award of $6,000 in funding from the Department Of Homeland Security, United States Immigration & Customs Enforcement (ICE), to support the participation of an additional Suffolk County Police Department Detective in the ICE El Dorado Task Force, bringing the total to five Detectives. Prior funding of $45,000 for three Detectives was accepted by adopted Resolution #1126-2015 and funding of $7,500 for a fourth Detective was accepted by Adopted Resolution #576-2016.

SUMMARY OF SPECIFIC PROVISIONS: The Department Of Homeland Security, United States Immigration & Customs Enforcement (ICE) has allocated an additional $6,000 to the Suffolk County Police Department to support its involvement in the ICE El Dorado Task Force. This funding will supplement the initial amounts of $45,000 accepted by adopted Resolution #1126-2015 and $7,500 accepted by Resolution #576-2016 and will allow the participation of five Detectives on the Task Force.

JUSTIFICATION: The Suffolk County Police Department participates in the ICE El Dorado Task Force. In order to facilitate the Suffolk County Police Department's participation, the Department of Homeland Security, ICE provides reimbursement funding to assist with costs incurred.

FISCAL IMPLICATIONS: Non-reimbursable employee fringe benefit costs of approximately $1,557 will be incurred through September 30, 2016. Additional costs will only be incurred if the program receives additional funding in subsequent years.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk 1710	DATE 11/4/2015 REV 5/2/2016 2nd REV 7/1/2016

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Susan C. Krause Grants Analyst	Telephone Number 852-6601	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: ICE El Dorado Task Force FFY16

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program), 31 U.S.C. 9703, Treasury Forfeiture Fund Act of 1992, Continuing Appropriations Act, 2016, P.L. 114-53, Administered by the U. S. Department of Homeland Security, U.S. Immigration & Customs Enforcement, Office of the Special Agent in Charge, New York

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. __Renewal Application
C. _X__ Supplemental (Specify) ___Additional Funding for the ICE El Dorado Task Force FFY16 enabling the SCPD to add an additional Detective to the Task Force for a total of 5, initial funding for 3 Detectives (45,000) accepted by adopted Resolution No. 1126-2015, additional funding of 7,500 for a fourth Detective accepted by adopted Resolution No. 576-2016_
D. ___Extension of Funding Period
E. _ __Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
This funding will provide reimbursement for the Suffolk County Police Department's participation in the ICE (Immigration and Customs Enforcement) El Dorado Task Force, a task force formed to conduct official Homeland Security Investigations.

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

II. BUDGET INFORMATION

1. Term of Contract From: 10/01/15 To: 09/30/16

2. Financial Assistance Requested

SOURCE	*EIGHTH FUNDING CYCLE*		*EIGHTH FUNDING CYCLE- Supplemental*		*EIGHTH FUNDING CYCLE- 2nd Supplemental*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$45,000	79.14%	$7,500	79.4%	$6,000	79.4%
State	$		$		$	
Private	$		$		$	
County	$11,858	20.86%	$1,947	20.6%	$1,557	20.6%
Total	$56,858	100%	$9,447	100%	$7,557	100%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$1,557	$	$1,557
A. Cash Contribution	$1,557	$	$1,557
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved _____ Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved _____ Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES:	**6,000**			
1100 Permanent Salaries				
1110 Interim Salaries				
1120 Overtime Salaries	6,000			
2000 EQUIPMENT:				
2010 Furniture & Fixtures				
2020 Office Machines				
2030 Automobiles & Motorcycles				
2070 Cameras and Photographic				
2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS:				
3010 Office Supplies				
3020 Postage				
3030 Photostat, Photograph, Blueprint				
3040 Printing				
3160 Computer Software				
3500 Other Unclassified				
3680 Repairs: Special Equipment				
4000 UTILITIES:				
4010 Telephone & Telegraph				
4300 TRAVEL:				
4310 Employee Misc - Expenses				
4330 Travel Employee Contracts				
4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		**1,557** 1,470 87		Fringe benefits are not reimbursable under this funding program
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
Detective	4	$117.59HR/OT	Various	100%		

SCIN Form 164D (10-80)

710

AGREEMENT BETWEEN HOMELAND SECURITY LAW ENFORCEMENT AGENCIES AND LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCIES FOR THE REIMBURSEMENT OF EXPENSES

****

This agreement is entered into by the **SUFFOLK COUNTY POLICE DEPARTMENT** and **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** for the purpose of receiving reimbursable costs incurred by the **SUFFOLK COUNTY POLICE DEPARTMENT** in providing resources to joint operations/task forces

Payments may be made to the extent they are included in the Homeland Security law enforcement agency's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties and will remain in effect until terminated by either party.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of Homeland Security law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement established the procedures and responsibilities of both the **SUFFOLK COUNTY POLICE DEPARTMENT** and **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. 9703.

IV. NAME OF TASK FORCE/JOINT OPERATION (If Applicable)

EL DORADO TASK FORCE

1710

V. CONDITIONS AND PROCEDURES

A. Assignment of SUFFOLK COUNTY POLICE DEPARTMENT INVESTIGATORS

Within 10 days of the effective date of this agreement, the **SUFFOLK COUNTY POLICE DEPARTMENT** shall provide **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** with the names, titles, badge or ID numbers of the officer(s) assigned to the task force. Further, the **SUFFOLK COUNTY POLICE DEPARTMENT** shall provide an hourly overtime wage rate of the officer(s) assigned to the operation/task force.

B. REQUESTS FOR REIMBURSEMENT OF OVERTIME EXPENSES

1. The **SUFFOLK COUNTY POLICE DEPARTMENT** may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a Joint Task Force with **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT** for the purpose of conducting official Homeland Security investigations.

2. The **SUFFOLK COUNTY POLICE DEPARTMENT** shall ensure that they are active participants in the EFT program within 10 days of the signing of this agreement.

3. Invoices submitted for the payment of overtime to local/county/state must be submitted on the agency's letterhead. The invoice shall be signed by an authorized representative of that agency.

4. The **SUFFOLK COUNTY POLICE DEPARTMENT** will submit all requests for reimbursable payments, together with appropriate documentation, to **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK, 601 WEST 26th STREET, SUITE 700, NEW YORK, NEW YORK 10001, ATTN: CARMEN RICCI (TELEPHONE NUMBER 646-230-3200).**

1710

The **SUFFOLK COUNTY POLICE DEPARTMENT** shall certify that the request is for overtime and/or other expenses incurred by the **SUFFOLK COUNTY POLICE DEPARTMENT** for participation with **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT.**

The **SUFFOLK COUNTY POLICE DEPARTMENT** shall also certify that requests for reimbursement of overtime expenses have not been made to other Federal law enforcement agencies who may also be participating with the operation or task force.

The **SUFFOLK COUNTY POLICE DEPARTMENT** acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the operation or task force and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the **SUFFOLK COUNTY POLICE DEPARTMENT** must be approved and certified by **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK**. The Homeland Security law enforcement agency shall countersign the invoices for payment.

* 6. The maximum reimbursement entitlement for overtime worked on behalf of **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** is set at $15,000.00 per officer assigned to the operation or task force for the Fiscal Year period. *

C. **PROGRAM AUDIT**

This agreement and its procedures are subject to audit by **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT**, the Department Homeland Security – Office of Inspector General, the General Accounting Office, and other government designated auditors. The **SUFFOLK COUNTY POLICE DEPARTMENT** agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed. These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

1710

Intro. Res. No.1952-2015 Laid on Table 12/1/2015
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 1126 -2015, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $45,000 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 79.14% SUPPORT

WHEREAS, the Department of Homeland Security, United States Immigration and Customs Enforcement has made available an initial amount of $45,000 in Federal funding to Suffolk County for participation of the Suffolk County Police Department in the ICE El Dorado Task Force; and

WHEREAS, the project period is October 1, 2015 through September 30, 2016; and

WHEREAS, said funds 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 reimbursement funds as follows:

REVENUE:	AMOUNT
001-4323 - Federal Aid: ICE El Dorado Task Force FFY16	$45,000

ORGANIZATIONS:

Police Department (POL)
ICE El Dorado Task Force FFY16
001-POL-3745

1000-Personnel Services	$45,000
1120-Overtime Salaries	$45,000

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $11,858 associated with the overtime salaries for this program are included in the 2015 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and U.S. Immigration and Customs Enforcement, Office of the Special Agent in Charge, New York.

DATED: December 15, 2015

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: December 21, 2015

1710

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said reimbursement funds as follows:

ICE El Dorado Task Force FFY16 - $7,500

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	POL	3745	4323	7,500

ORGANIZATIONS:
Police Department (POL)
ICE El Dorado Task Force FFY16
001-POL-3745 - $7,500

1000-PERSONNEL SERVICES: $7,500

Fund	Department	Budget Type	Unit	Object	Activity	Description	Amount
001	POL	DEG	3745	1120	0000	Overtime	7,500

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $1,947 associated with the overtime salaries for this program are included in the 2016 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that the Suffolk County Legislature hereby authorizes the fleet of the Suffolk County Police Department be temporarily increased by one (1) vehicle, hereby approved pursuant to Chapter 255-2 (b) (6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County Vehicle Standard, for use by the Suffolk County Police Department; and be it further

4th **RESOLVED**, that 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 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 ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of determination of non-applicability or non-significance in accordance with this resolution; and be it further

1710

5th **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Homeland Security, Immigrations and Customs Enforcement.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1710

D. **REVISIONS**

The terms of this agreement may be amended upon the written approval of both the **SUFFOLK COUNTY POLICE DEPARTMENT** and **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT**. The revision becomes effective upon the date of approval.

E. **NO PRIVATE RIGHT CREATED**

This is an internal government agreement between a Homeland Security Law Enforcement Agency and a Local/County/State Law Enforcement Agency and is not intended to confer any right or benefit to any private person or party.

Richard Dormer
Commissioner
Suffolk County Police Department

DATE: 10/04/05

Martin D. Ficke
Special Agent in Charge, NY
U.S. Immigration & Customs Enforcement

DATE: 10/17/05

NAME TITLE
(ICE Headquarters Office)

1710

Intro. Res. No. 1547-2016 Laid on Table 6/1/2016
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 576 -2016, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $7,500 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 79.4% SUPPORT

WHEREAS, the Department of Homeland Security, United States Immigration & Customs Enforcement has made available of $52,500 in Federal funding to Suffolk County for participation of the Suffolk County Police Department in the ICE El Dorado Task Force; and

WHEREAS, $45,000 of this funding was appropriated by Adopted Resolution No. 1126-2015 for the participation of three Suffolk County Police Detectives on the ICE El Dorado Task Force FFY16; and

WHEREAS, ICE has requested that an additional Suffolk County Police Detective be assigned to the Task Force, for a total participation of four Detectives; and

WHEREAS, ICE will provide additional reimbursement in the amount of $7,500 for the participation of the fourth Detective resulting in a total remuneration of $52,500 for the participation of four Detectives; and

WHEREAS, the mission of said Task Force is to engage in Homeland Security Investigations falling under the purview of U.S. Immigration and Customs Enforcement; and

WHEREAS, the operational period of the Program is from October 1, 2015 through September 30, 2016; and

WHEREAS, said reimbursement funds have not been included in the 2016 Suffolk County Operating Budget; and

WHEREAS, ICE has agreed to provide the Task Force with a vehicle for which ICE will assume all leasing and maintenance costs paying such directly to a third party provider; and

WHEREAS, said vehicle will be used solely for ICE El Dorado Task Force activities; and

WHEREAS, the only costs to the County will be fuel costs; and

WHEREAS, the acceptance of this vehicle will temporarily increase the fleet of the Suffolk County Police Department by one (1) vehicle; and

WHEREAS, Chapter 255 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature; now, therefore be it

1710

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said reimbursement funds as follows:

ICE El Dorado Task Force FFY16 - $7,500

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	POL	3745	4323	7,500

ORGANIZATIONS:
Police Department (POL)
ICE El Dorado Task Force FFY16
001-POL-3745 - $7,500

1000-PERSONNEL SERVICES: $7,500

Fund	Department	Budget Type	Unit	Object	Activity	Description	Amount
001	POL	DEG	3745	1120	0000	Overtime	7,500

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $1,947 associated with the overtime salaries for this program are included in the 2016 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that the Suffolk County Legislature hereby authorizes the fleet of the Suffolk County Police Department be temporarily increased by one (1) vehicle, hereby approved pursuant to Chapter 255-2 (b) (6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County Vehicle Standard, for use by the Suffolk County Police Department; and be it further

4th **RESOLVED**, that 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 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 ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of determination of non-applicability or non-significance in accordance with this resolution; and be it further

1710

5th **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Homeland Security, Immigrations and Customs Enforcement.

DATED: June 21, 2016

APPROVED BY:

County Executive of Suffolk County

Date:

JUL 0 1 2016

COUNTY OF SUFFOLK
NEW YORK

1710

POLICE DEPARTMENT

TIMOTHY D. SINI
POLICE COMMISSIONER

MEMORANDUM

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

FROM: **Robert G. Cassagne, Chief of Support Services**
Suffolk County Police Department

DATE: **July 1, 2016**

SUBJECT: **Resolution Packets & SCIN Forms for the United States Immigration & Customs Enforcement (ICE) sponsored ICE El Dorado Task Force FFY 16 2nd Supplemental Award**

Attached please the following for the ICE El Dorado Task Force FFY16 2nd Supplemental Award:

1. Draft Resolution
2. Memorandum of Support
3. SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the Agreement between the Suffolk County Police Department and the U.S. Immigration & Customs Enforcement, Office of the Special Agent in Charge, New York
7. Copy of e-mail regarding addition of Detective
8. Copy of Adopted Resolution No. 576-2016
9. Copy of Adopted Resolution No. 1126-2015

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601

Thank you as always for your assistance with this project.

RGC/sck
Att.

1711

Intro Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING EXECUTION OF AN AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 3 – SOUTHWEST AND 575 BROADHOLLOW RD. (HU-1208.1)

WHEREAS, 575 Broadhollow Rd. LLC is the new owner of the former Ruland Associates' industrial building located at 575 Broadhollow Rd. in Melville, New York and connected to the Suffolk County Sewer District No. 3 – Southwest as an out-of-district contractee; and

WHEREAS, Ruland Associates previously had a Sewer Agency agreement that was dated May 26, 1993 and expired on December 31, 2015; and

WHEREAS, the aforementioned agreement allocated Four Thousand Seven Hundred Fifty-Three gallons per day (4,753 GPD) of flow to Ruland Associates and the connection fees for that flow were paid in full; and

WHEREAS, it has been determined by the Administrative Head of the District that the District has wastewater treatment capacity available in excess of its own needs; and

WHEREAS, 575 Broadhollow Rd. has applied to this Agency for permission to reinstate the expired 1993 Agreement; and

WHEREAS, the Suffolk County Sewer Agency has approved allocation of Four Thousand Seven Hundred Fifty-Three (4,753) GPD of capacity to 575 Broadhollow Rd. site without charge for a connection fee (Resolution 21-2016); and

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

WHEREAS, it will be financially beneficial to Suffolk County Sewer District No. 3 – Southwest and Suffolk County, as well as in the environmental interest of all of Suffolk County, for the connection to be approved; now therefore be it

1st **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; and be it further

2nd **RESOLVED**, that the Administrative Head of the District be and hereby is authorized, directed and empowered to enter into contracts and agreements with the 575 Broadhollow Rd. LLC 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; and be it further

3rd **RESOLVED**, that the Suffolk 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:

1711

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. -2016, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 3 SOUTHWEST AND 575 Broadhollow Rd. (HU-1208.1)

3. Purpose of Proposed Legislation

To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No. 3 - Southwest with 575 Broadhollow Rd. (HU-1208.1), the new owner of the former Ruland Associates' industrial building, seeking permission to discharge 4,753 GPD.

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**	• SCSD No. 3 – Southwest

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

4,753 Gallons per Day (GPD) of capacity is proposed to be allocated to 575 Broadhollow Rd. without charge for the connection fee based on the prior agreement with Ruland Associates. 575 Broadhollow Rd. will continue be responsible for paying user fees based on the amount of flow used.

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
Boris Rukovets, P.E. Special Projects Supervisor Theresa Lollo Budget Office		July 1, 2016 7/13/16

SCIN FORM 175b (10/95)

SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO. 21 - 2016,

1711

AUTHORIZING THE ISSUANCE OF THE NEW AGREEMENT FOR THE EXISTING CONNECTION OF 575 BROADHOLLOW ROAD (HU-1208.1) TO SUFFOLK SEWER DISTRICT NO. 3 – SOUTHWEST

WHEREAS, 575 Broadhollow Rd. LLC is the new owner of the former Ruland Associates' industrial building located on 3.25± acres at 575 Broadhollow Rd. in Melville and connected to the County Sewer District No. 3 – Southwest. The aforementioned building is located on the property identified on the Suffolk County Tax Map as District 0400, Section 267.00, Block 01.00, Lot 055.002, and

WHEREAS, Ruland Associates previously had a Sewer Agency agreement that was dated May 26, 1993 and expired on December 31, 2015, and

WHEREAS, the aforementioned agreement allocated Four Thousand Seven Hundred Fifty-Three gallons per day (4,753 GPD) of flow to Ruland Associates and the connection fees for that flow were paid in full, and

WHEREAS, 575 Broadhollow Rd. LLC has applied to this Agency for permission to reinstate the expired 1993 Agreement, and

WHEREAS, 575 Broadhollow Rd. facility is not located within the boundaries of Suffolk County Sewer District No. 3 - Southwest (the "District"), or within the boundaries of any other municipal sewer district, and

WHEREAS, the District's sewage treatment plant has sufficient capacity to accept the sewage, which is currently expected to emanate from 575 Broadhollow Rd. building, and

WHEREAS, the connection of 575 Broadhollow Rd. to the District will be financially beneficial to the District, and continue to be environmentally beneficial to Suffolk County, and

WHEREAS, pursuant to Title 6 NYCRR Part 617.5(c) (11) and (20), this project involves the extension of utility distribution facilities, including gas, electric telephone, cable, water and sewer connection to render service in approved subdivisions or in connection with any action on this list; and routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. No further action under SEQRA should be taken by the Sewer Agency, and

NOW, THEREFORE, IT IS

1711

1st RESOLVED, that the SEQRA requirements for this project have been met, and, require no further action, now, therefore, be it further

2nd RESOLVED, that the connection authorized herein is subject to the approval of the Suffolk County Legislature and the New York State Department of Environmental Conservation, and it is further

3rd RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between 575 Broadhollow Road LLC, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk, and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

4th RESOLVED, that based on the previous Sewer Agency agreement, the Four Thousand Seven Hundred Fifty-Three gallons per day (4,753 GPD) of capacity in the District's sewage treatment plant be allocated to 575 Broadhollow Rd. without charge for a connection fee, and it is further

5th RESOLVED, that this resolution shall become null and void, and of no further force or effect, without any further action by this Agency or notice to 575 Broadhollow Rd. if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting June 20, 2016)

COUNTY OF SUFFOLK

1711

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

2016 Intergovernmental Relations Memorandum of Support

Title of Bill:

RESOLUTION NO. -2016, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 3 SOUTHWEST AND 575 BROADHOLLOW RD (HU-1208.1)

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 575 Broadhollow Rd. (HU-1208.1), the new owner of the former Ruland Associates' industrial building, seeking permission to discharge 4,753 GPD.

Summary of Specific Provisions:

Allow the connection of the project to SCSD No. 3 - Southwest

Justification:

Economic and environmental benefit

Fiscal Implications:

None

SCDPW Project: 575 Broadhollow Rd. **Project No.:** HU-1208.1

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4204 FAX (631) 852-4659

COUNTY OF SUFFOLK

1711

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: July 1, 2016

Subject: **RESOLUTION NO. -2016, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 3 SOUTHWEST AND 575 BROADHOLLOW RD. (HU-1208.1)**

Attached is a draft resolution filed as **Reso-DPW-SA 21-2016 575 Broadhollow Rd. (HU-1208.1)** and appropriate forms with the backup filed as **Backup- Reso-DPW-SA 21-2016 Broadhollow Rd. (HU-1208.1) SCIN 175A&B**. This is a resolution authorizing the execution of a connection agreement by the Administrative Head of Suffolk County Sewer District No. 3 – Southwest with 575 Broadhollow Rd. (HU-1208.1).

Project Facts:

Type/units:	Existing Industrial Building	Flow:	4,753 GPD
Area:	3.25±	SEQRA:	Complete
SCSD:	No. 3 – Southwest	Groundwater Zone	I
SCTM No.:	0400-26700-0100-055.002	Legislative District:	17th

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
Boris Rukovets, 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

Introductory Resolution No. 1712-16 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. –2016, AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE INCORPORATED VILLAGE OF PATCHOGUE FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0204-009.00-07.00-002.000)

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 Incorporated Village of Patchogue, 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 0204, Section 009.00, Block 07.00, Lot 002.000, 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, CP 495, being and intended to be that parcel of land carried on the tax rolls of the Incorporated Village of Patchogue under Suffolk County Tax Map No. District 0204, Section 009.00, Block 07.00, Lot 002.000,

WHEREAS, the real property above described is approximately 41' x 136' x 52' x 110' in size (5,576 Square Feet) with a preliminary value range of $75,000 to $85,000, and has a county investment of $55,608.46, 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 Incorporated Village of Patchogue, 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 Incorporated Village of Patchogue, 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 his 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 his 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 his designee, with an annual written report, no later than December 31 of each year commencing December 31, 2016, 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 Incorporated Village of Patchogue 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 his 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"

1712

Mayor
Paul V. Pontieri, Jr.
Deputy Mayor
John A. Krieger
Village Clerk
Patricia M. Seal

Incorporated
Village of Patchogue

Trustees
Susan Brinkman
Lori B. Devlin
Salvatore P. Felice
Thomas E. Ferb
Joseph E. Keyes, Jr.

RESOLUTION #121-2016

A RESOLUTION REQUESTING THE COUNTY OF SUFFOLK TO TRANSFER TO THE VILLAGE THE PROPERTY LOCATED AT 96 OAK STREET

The BOARD OF TRUSTEES of the Incorporated Village of Patchogue, duly convened in REGULAR session, does hereby resolve as follows:

WHEREAS, the County of Suffolk currently owns the real property located at 96 Oak Street, Patchogue, New York, Suffolk County Tax Map Number 0204-009.00-07.00-002.000 (the "Property"); and

WHEREAS, both the Village and the County wish to develop the Property for use as affordable housing in accordance with Article 36 of the Suffolk County Administrative Code; and

WHEREAS, Section 1-102(1) of the New York Village Law permits Villages to "take, purchase, hold, lease, sell and convey" real property and Section 72-H of the New York General Municipal Law allows the transfer of real property between governmental entities; and

WHEREAS, the County and Village agree that the development of the Property for affordable housing would be best fulfilled by a transfer of the Property to the Village;

NOW THEREFORE, be it **RESOLVED** by the Board of Trustees:

THAT, the Village of Patchogue formally requests that the County of Suffolk convey the Property to the Village for affordable housing purposes; and

THAT, the transfer of the Property to the Village shall be subject to the following conditions:

The subject parcels shall be conveyed to the Village of Patchogue, 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 County of Suffolk as herein provided and as provided in any deed evidencing the transfer of the subject premises from the County to the Village:

14 Baker Street • Post Office Box 719 • Patchogue, New York 11772-0719 • Phone 631.475-4300 • Fax 631.475.4314
www.patchoguevillage.org

1712

1. If the Village does not use the subject premises solely and exclusively for affordable housing purposes; in accordance with the approved plan submitted by the Village. Such reverter clauses contained herein shall apply to the Village, or any transferee from the Village undertaking the construction, reconstruction or rehabilitation of affordable housing on the subject premises;

2. If the Village 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 Property Acquisition and Management, 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 Village fails to certify to the Suffolk County Director of Real Property Acquisition and Management, 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;

1712

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
INCORPORATED VILLAGE OF PATCHOGUE

SCTM NO.: 0204-009.00-07.00-002.000

Section 72-h, Gen'l Municipal Law

	Amount
County Investment	$55,608.46

PURPOSE:

A. Affordable Housing	X
B. Town Parks	
C. Road/Highway	
D. Drainage/Recharge Basin	
E. Other	

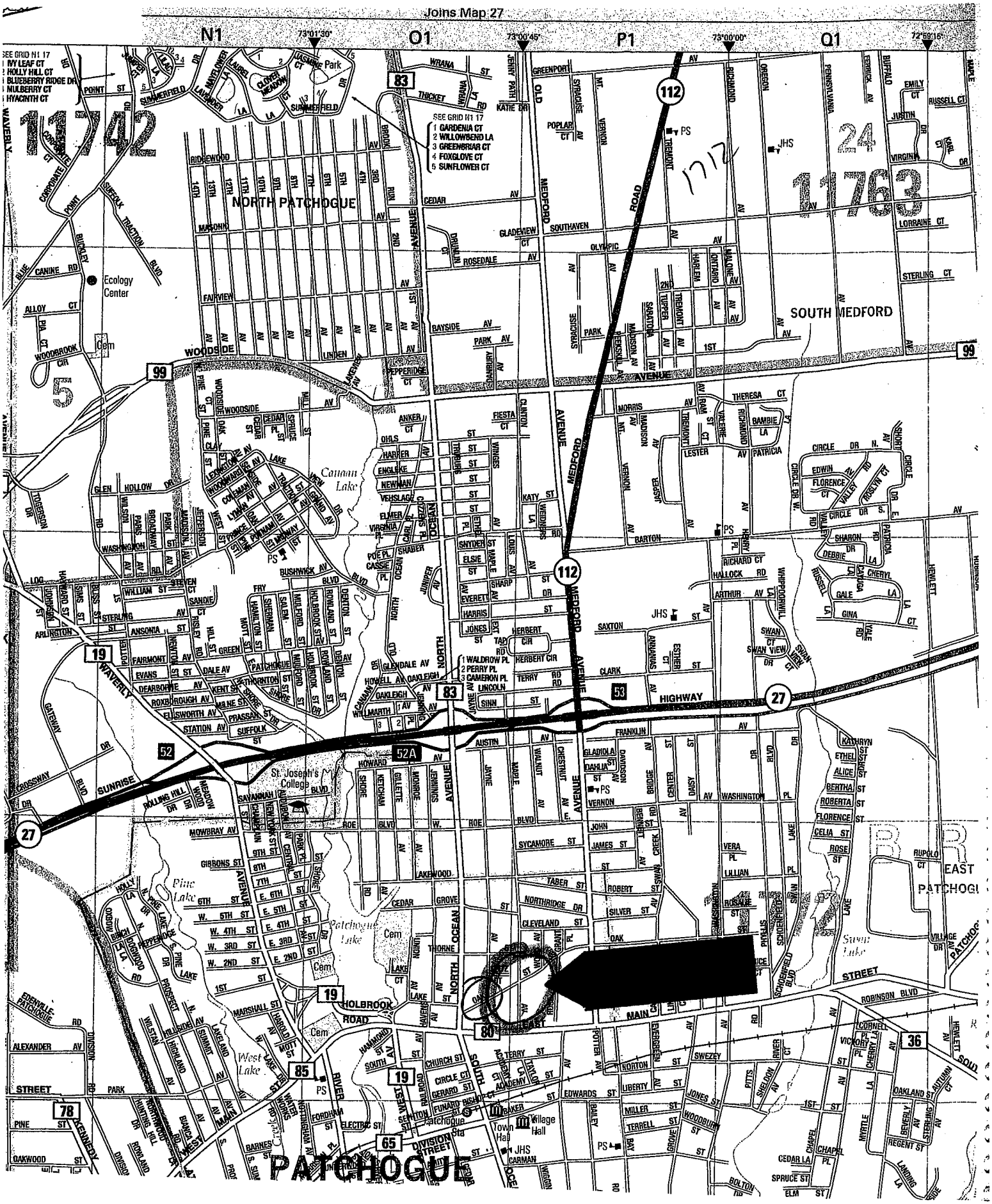
Wayne R. Thompson
Property Manager
(631) 853-5971

WRT:slb

1712

M# 0204-009.00-07.00-002.000

1712



TM# 0204-009.00-07.00-002.000

1712

DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
SPONSOR'S MEMO FOR COUNTY LEGISLATION

Resolution Title:

RESOLUTION NO. –2016, AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE INCORPORATED VILLAGE OF PATCHOGUE FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0204-009.00-07.00-002.000)

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: $55,608.46

Contact Person:
Wayne R. Thompson

Telephone Number:
(631) 853-5971

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1712

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. –2016, AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE INCORPORATED VILLAGE OF PATCHOGUE FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0204-009.00-07.00-002.000)

3. Purpose of Proposed Legislation

Convey County owned parcel to the Incorporated Village of Patchogue 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

2016

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

R. J. Bhatt — R J Bhatt — 7/1/16
Land Management Specialist
Diane E Weyer — Diane E Weyer — 7/19/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1712

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1712

2016 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:

RESOLUTION NO. –2016, AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE INCORPORATED VILLAGE OF PATCHOGUE FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0204-009.00-07.00-002.000)

PURPOSE OR GENERAL IDEA OF BILL:

Sale to Incorporated Village of Patchogue of 41' x 136' x 52' x 110' improved property approximately .15 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 Village Board resolution to transfer to Incorporated Village of Patchogue.

FISCAL IMPLICATIONS:

County investment of $55,608.46 loss.

COUNTY OF SUFFOLK

1712

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

July 1, 2016

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.: 0204-009.00-07.00-002.000
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 Incorporated Village of Patchogue for affordable housing purposes.

I would appreciate your placing this on the legislative agenda.

Very truly yours,

JASON SMAGIN
Acting Director of Real Estate
Department of Economic Development
and Planning

JS:slb

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

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

1713

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS – THROUGH GRANT FUNDS FROM NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $435,937 FOR THE MATERNAL AND INFANT COMMUNITY HEALTH COLLABORATIVE ("MICHC") ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PATIENT CARE AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County Federal funds under the MICHC program to be implemented by the Suffolk County Department of Health Services, Division of Patient Care; and

WHEREAS, the MICHC will provide collective support or improve the health of individuals and populations from meaningful partnerships to plan, develop and implement collaborative community and system level solutions. It will also provide direct 1:1 assistance to help clients obtain and consistently utilize health insurance, primary care, family planning and other needed support services; and

WHEREAS, this grant has a start date of 10/01/16 and ends on 09/30/17 in which the County will receive 100% grant funding in the amount of $435,937 for the MICHC Program; and

WHEREAS, a portion of said funds have been included in the 2016 Operating Budget; and

WHEREAS, the MICHC grant includes funding for the Department of Health Services to continue the employment of one (1) Medical Social Worker II (full-time), one (1) Community Health Worker Supervisor (full-time); and

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept $435,937 and appropriate said grant funds as follows:

MICHC - $435,937

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4111	4413	$435,937

ORGANIZATIONS

Suffolk County Department of Health Services

Maternal and Infant Community Health Collaborative (MICHC)
001-HSV-4111 $435,937

1000-PERSONNEL SERVICES: $117,295

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4111	1110	0000	Interim Salaries	$117,295

2000-EQUIPMENT: $900

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4111	2020	0000	Computer Software	$900

3000-SUPPLIES: $5,056

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4111	3010	0000	Office Supplies	$1,000
001	HSV	DEG	4111	3100	0000	Instructional Supplies	$2,756
001	HSV	DEG	4111	3500	0000	Other Unclassified	$1,300

4000-CONTRACTUAL EXPENSES: $264,243

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4111	4330	0000	Travel Employee Contracts	$1,944
001	HSV	DEG	4111	4340	0000	Travel Other Contracts	$1,800
001	HSV	DEG	4111	4560	0000	Fee For Services, Non-Employee Contracts	$6,000
001	HSV	DEG	4111	4980	0000	Contracted Agencies	$254,499

Employee Benefits

8000-EMPLOYEE BENEFITS: $48,443

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	DE	9030	8330	0000	Social Security	$6,957
001	EMP	ME	9010	8280	0000	Retirement	$15,550
001	EMP	DE	9080	8380	0000	Welfare Fund	$2,049
039	EMP	ODE	9060	8360	0000	Major Medical Claims	$23,887

Interfund
Transfer
Transfer to Employee Medical Health
Plan
001-IFT-E039 - $23,887

9000-INTERFUND TRANSFERS: $23,887

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	IFT	DE	E039	9600	0000	Transfer to Funds	$23,887

and be it further

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

REVENUES

Fund	Department	Unit	Revenue Code	Amount
039	IFT	E039	R001	$23,887

3rd **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 funded by this resolution at the conclusion of the grant funding provided for such positions funded by said grant; and be it further

4th **RESOLVED**, that the County Executive be and hereby is authorized to execute related agreements; and be it further

5th **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

HSV# 42-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1713

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Accepting and appropriating 100% Federal pass-through grant funds from New York State Department of Health in the amount of $435,937 for the Maternal and Infant Community Health Collaborative ("MICHC") administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements.

3. Purpose or Proposed Legislation

This legislation is needed to accept and appropriate 100% Federal Grant funds passed through from the New York State Department of Health Services for Maternal and Infant Community Health Collaborative ("MICHC") administered by the Suffolk County Department of Health Services, Division of Patient Care.

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 passed through the New York State Department of Health

9. Timing of Impact

2016-2017

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Susan Hodosky *Principal Financial Analyst*	Susan B Hodosky	7/5/16
Suzanne MARTIN Pr Budget Examiner	Suzanne Martin	7-19-16

SCIN FORM 175b (10/95)

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION

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

1713

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

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 6/16/2016
Submitting Department / Agency: Health Services	Location: 4 Udall Road West Islip, NY: County Bldg C0351	
Contact Person in Department / Agency Ellen Higgins	Telephone Number 631-854-4030	Grant Application Due Date

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

   Maternal and Infant Community Health Collaboratives

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.)

   To improve and expand capacity and provide education to service providers, community groups and partners about women's health reflecting the life course model. Strategies and activities will be developed to promote positive change on an individual, organizational and community level.

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: 10/1/2016 To: 9/30/2017

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$435,937.00	100.0%				
State	$ -	0.0%				
Private						
County	$0.00	0.0%				
Total	$ 435,937.00	100.0%				

3. Explanation of Requested County Financial Assistance

Category	Total Requested	Personnel Costs Requested	Non-Personnel Costs Requested
TOTAL COUNTY SHARE	$0.00	$ -	$ -
A. Cash Contribution			
B. In-Kind Contribution	$ -	$ -	$ -

4. Total Number of New Positions Requested

1 Medical Social Worker 1 - required by NYSDOH

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.)?

There will be a reduction in revenue and services.

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:		2. Signature of Coordinator	3. Date
	Approved		
	Disapproved		

4. Comments

5. Budget Office Review		6. Signature of Budget Director	7. Date
	Approved		
	Disapproved		

8. Comments

GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 2016		PAGE 1 OF 3
Category	***Appropriation Number Grantor Funds***	***Appropriation Number County Funds***	***Appropriation Number In-Kind Contribution***	***Remarks***
PERSONAL SERVICES:	$117,295.00		$101,859.00	
1100 Permanent Salaries	0.00		0.00	
1110 Interim Salaries	117,295.00		101,859.00	
1120 Overtime Salaries				
1130 Temporary Salaries: no fringe	0.00			
EQUIPMENT:	$900.00		$0.00	
2010 Furniture				
2020 Office Machines	900.00			
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip				
2090 Radio and Communication				
2460 New Computers				
2500 Other Equip: Unclassified			0.00	
SUPPLIES, MATERIALS, OTHER	$5,056.00		$40,971.00	
3010 Office Supplies	1,000.00			
3020 Postage	0.00			
3040 Printing				
3070 Memberships & Subscrip.	0.00			
3100 Instructional Supplies	2,756.00			
3160 Computer Software				
3370 Medical, Dental, Lab Supp.	0.00			
3500 Other Unclassified	1,300.00		0.00	
3510 Rent: Business Machines	0.00		1,100.00	
3650 Rent: Buildings	0.00		39,871.00	
3680 Repairs, Special Equip				
UTILITIES:	$0.00		$3,192.00	
4010 Telephone & Telegraph			3,192.00	
TRAVEL:	$3,744.00		$3,352.00	
4330 Travel Employee Contracts	1,944.00		2,760.00	
4340 Travel Other Contracts	1,800.00		592.00	

GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 2016		PAGE 2 OF 3
Category	***Appropriation Number Grantor Funds***	***Appropriation Number County Funds***	***Appropriation Number In-Kind Contribution***	***Remarks***
FEES FOR SERVICES:	$6,000.00		$0.00	
4210: Computer Services	$0.00			
4330: Travel: Employee Contracts	0.00			
4560: Fees for Services, Non-Employees	6,000.00			
CONTRACTED SERVICES (List)	$254,499.00		$0.00	
4980 Contracted Agencies	254,499.00		0.00	
EMPLOYEE BENEFITS:	$48,443.00		$91,765.00	
8280 Retirement	15,550.43			
8300 Insurance: Worker's Compensation				
8330 Social Security	6,956.77			
8360 Health Insurance	23,887.00			
8380 Dental Insurance	2,048.80			
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

DETAIL LISTING OF PERSONAL SERVICES

					Source of Funding by %		
Title of Position	***Grade***	***Step***	***Salary***	***Employee Name***	***Grantor***	***County***	***In-Kind***
Program Coordinator/Medical Social Worker II	23	*12*	$84,838.00	Ellen Higgins	81.5%		
Community HW Supervisor	21	*Step*	$48,152.00	TBD	100%		

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

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

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

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

CURRENT CONTRACT PERIOD:

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

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

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

CURRENT: $ 2,179,685

AMENDED:

FUNDING SOURCE(S)

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

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

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

ATTACHMENTS PART OF THIS AGREEMENT:

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

18-HS-024

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

CONTRACTOR:	STATE AGENCY:
Suffolk County Department of Health	New York State Department of Health
By:	By:
Dennis M. Cohen Printed Name	Bradley Hutton Printed Name
Title: Chief Deputy County Executive	Title: Director, Center for Community Health
Date: 1/17/2014	Date: 2/25/14

STATE OF NEW YORK

County of Suffolk

VIVIAN R. KEYS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KE6168764
Qualified in Suffolk County
My Commission Expires June 18, 2015

On the 17 day of Jan, 2014, before me personally appeared Dennis M. Cohen, to me known, who being by me duly sworn, did depose and say that he/she resides at Suffolk County, that he/she is the Chief Deputy County 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) Vivian R. Keys

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
Printed Name	Printed Name
Title:	Title:
Date:	Date:

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
MAR 04 2014
Benjamin L. Maggi
BENJAMIN L. MAGGI
ASSISTANT ATTORNEY GENERAL

APPROVED
DEPT. OF AUDIT & CONTROL
Date: MAR 18 2014
FOR THE STATE COMPTROLLER

Contract Number: # C-028973

COUNTY OF SUFFOLK

1713

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

Inter-Office Memo

Date: June 16, 2016

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

From: Ellen Higgins, Project Coordinator, Division of Patient Care- Maternal and Infant Community Health Collaborative

Re: Request for Renewal Resolution for the Maternal and Infant Community Health Collaborative (MICHC) grant for SFY 10/1/16 – 9/30/17 in the amount of $435,937.00

We would like to request a Renewal Resolution to appropriate funds for the Maternal and Infant Community Health Collaborative (MICHC) in the amount of $435,937.00 for the 10/1/16-9/30/17 program year.

Project Description:

The MICHC project is a NYSDOH initiative designed to improve health outcomes for women ages 12-44 and their families, while reducing persistent racial/ethnic and economic disparities. The primary goals of the MICHC project are to improve key outcomes related to preterm births, low birth weights, infant mortality and maternal mortality, reduce associated disparities and to maximize the use of public health resources.

The MICHC project is a three part initiative that works to:

- Influence the organizations and institutions that collectively support or improve the health of individuals and populations
- Form meaningful partnerships to plan, develop and implement collaborative community and system level solutions.
- Provide direct 1:1 assistance to help clients obtain and consistently utilize health insurance, primary care, family planning and other needed support services. The MICHC project has developed a home-visiting case-management program that utilizes a team of Community Health Workers who provide women of child-bearing age and their families with individualized social support to encourage and reinforce health promoting behaviors, provide home-visiting client centered services, peer education, risk assessments, preventive screenings and goal setting strategies.

Maternal and Infant Community Health Collaborative
4 Udall Road
West Islip, NY 11795
(631)854-4023 Fax (631)854-4027

2016 Intergovernmental Relations
Memorandum of Support

1713

TITLE OF BILL: Accepting and appropriating 100% Federal pass-through grant funds from New York State Department of Health in the amount of $435,937 for the Maternal and Infant Community Health Collaborative ("MICHC") administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% Federal Grant funds passed through from the New York State Department of Health Services for Maternal and Infant Community Health Collaborative ("MICHC") administered by the Suffolk County Department of Health Services, Division of Patient Care.

SUMMARY OF SPECIAL PROVISIONS: None

JUSTIFICATION: The MICHC provide collectively support or improve the health of individuals and populations form meaningful partnerships to plan, develop and implement collaborative community and system level solutions. It will also provide direct 1:1 assistance to help clients obtain and consistently utilize health insurance, primary care, family planning and other needed support services.

FISCAL IMPLICATIONS: Accept and appropriate $435,937 in additional grant funds to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1713

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 30, 2016

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 New York State Department of Health to the Suffolk County Department of Health Services for the Maternal and Infant Community Health Collaborative. This program is to improve and provide education to service providers, community groups, and partners, and develop strategies and activities to promote positive healthy changes on an individual, organizational and community level.

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

Sincerely,

James L. Tomarken

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
Shaheda Iftikhar, MD, Director of Public Health
Susan Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

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

1714

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 23% NEW YORK STATE AND 77% FEDERAL PASS – THROUGH GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $3,638,909 FOR THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN ("WIC") ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PATIENT CARE AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County 23% New York State and 77% federal pass - through funds under the Special Supplemental Nutrition Program for Woman, Infants and Children ("WIC") to be implemented by the Suffolk County Department of Health Services, Division of Patient Care; and

WHEREAS, the WIC program will provide funds to the Department of Health Services to improve the nutrition and health status of income eligible pregnant and breastfeeding women, infants and preschool children up to five (5) years of age; and

WHEREAS, this grant has a start date of 10/01/16 and ends on 09/30/17 in which the County will receive 100% grant funding in the amount of $3,638,909 for the Special Supplemental Nutrition Program for Woman, Infants and Children Program; and

WHEREAS, said funds have not been included in the 2016 Operating Budget; and

WHEREAS, the WIC grant includes funding for the Department of Health Services to continue the employment of one (1) Nutritionist II (full-time); one (1) Nutritionist I (full-time); one (1) Senior Clerk Typist (full-time); eleven (11) Clerk Typist (full-time); ten (10) Dietitian (full–time); ten (10) Dietetic Technician (full-time); and

WHEREAS, these positions already exist and are unfunded in the 2016 Operating Budget in 001-HSV-4130; now, therefore be it

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept $3,638,909 and appropriate said grant funds as follows:

WIC - $3,638,909

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4131	4403	$2,790,368
001	HSV	4131	3404	$848,541

ORGANIZATIONS

Suffolk County Department of Health Services
Division of Patient Care
Special Supplemental Nutrition Program for
Woman, Infants and Children ("WIC")
001-HSV-4131 $3,638,909

1000-PERSONNEL SERVICES: $2,023,797

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4131	1110	0000	Interim Salaries	$2,023,797

3000-SUPPLIES: $319,127

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4131	3010	0000	Office Supplies	$1,500
001	HSV	DEG	4131	3020	0000	Postage	$2,700
001	HSV	DEG	4131	3040	0000	Printing	$1,000
001	HSV	DEG	4131	3100	0000	Instructional Supplies	$3,000
001	HSV	DEG	4131	3370	0000	Medical, Dental, Lab Supplies	$5,800
001	HSV	DEG	4131	3500	0000	Other: Unclassified	$295,127
001	HSV	DEG	4131	3510	0000	Rent: Business Machines	$10,000

4000-CONTRACTUAL EXPENSES: $168,432

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4131	4010	0000	Telephone & Telegraph	$25,766
001	HSV	DEG	4131	4330	0000	Travel Employee Contracts	$12,200
001	HSV	DEG	4131	4010	0000	Travel Other Contracts	$3,800
001	HSV	DEG	4131	4980	0000	Contracted Agencies	$126,666

Employee Benefits

8000-EMPLOYEE BENEFITS: $1,127,553

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	DE	9030	8330	0000	Social Security	$154,820
001	EMP	ME	9010	8280	0000	Retirement	$346,069
001	EMP	DE	9080	8380	0000	Welfare Fund	$49,503
001	EMP	ODE	9060	8360	0000	Major Medical Claims	$577,161

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $577,161

9000-INTERFUND TRANSFERS: $577,161

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	IFT	DE	E039	9600	0000	Transfer to Funds	$577,161

and be it further

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

REVENUES

Fund	Department	Unit	Revenue Code	Amount
039	IFT	E039	R001	$$577,161

and be it further

3th **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 funded by this resolution at the conclusion of the grant funding provided for such positions funded by said grant; and be it further

4th **RESOLVED**, that the County Executive be and hereby is authorized to execute related agreements; and be it further

5th **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

HSV# 46-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION 1714

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Accepting and appropriating 23% New York State and 77% federal pass - through funds from the New York State Department of Health in the amount of $3,638,909 for the Special Supplemental Nutrition Program for Woman, Infants and Children ("WIC") to be implemented by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements.

3. Purpose or Proposed Legislation

This legislation is needed to accept and appropriate 23% New York State and 77% federal pass - through funds from the New York State Department of Health in the amount of $3,638,909 under the Special Supplemental Nutrition Program for Woman, Infants and Children ("WIC"). The WIC program will provide funds to the Department of Health Services to improve the nutrition and health status of income eligible pregnant and breastfeeding women, infants and preschool children up to five (5) years of age.

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.

None

8. Proposed Source of Funding

23% New York State and 77% federal pass - through funds.

9. Timing of Impact

2016-2017

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Susan Hodosky, ***Principal Financial Analyst***	Susan B Hodosky	7/5/16
Suzanne MARTIN Pr Budget Examiner	Suzanne Martin	7-19-16

SCIN FORM 175b (10/95)

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

1714

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

1714

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 6/15/2016
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

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

Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

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.)

The mission of the WIC Program is to improve the nutrition and health status of income eligible pregnant and breastfeeding women, infants and preschool children up to 5-years of age during critical periods of growth and development through the provision of nutritious foods, nutrition education plus linkages with health and human services.

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: 10/1/2016 To: 9/30/2017

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$2,790,368.00	76.7%				
State	$ 848,541.00	23.3%				
Private						
County	$0.00	0.0%				
Total	$ 3,638,909.00	100.0%				

1714

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.)?

If this assistance is discontinued, either program reduction or termination would be two options available, however, it is probable that the County Executive's Office would make final determination of what would happpen, as the Division of Patient Care would not have authority to make that decision.

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:		2. Signature of Coordinator	3. Date
	Approved		
	Disapproved		

4. Comments

5. Budget Office Review		6. Signature of Budget Director	7. Date
	Approved		
	Disapproved		

8. Comments

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2016

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
PERSONAL SERVICES:	$2,023,797.00		$0.00	
1100 Permanent Salaries	0.00		0.00	
1110 Interim Salaries	2,023,797.00			
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	$319,127.00		$0.00	
3010 Office Supplies	1,500.00			
3020 Postage	2,700.00			
3040 Printing	1,000.00			
3070 Memberships & Subscrip.	0.00			
3100 Instructional Supplies	3,000.00			
3160 Computer Software				
3370 Medical, Dental, Lab Supp.	5,800.00			
3500 Other Unclassified	295,127.00		0.00	
3510 Rent: Business Machines	10,000.00			
3650 Rent: Buildings	0.00		0.00	
3680 Repairs, Special Equip				
UTILITIES:	$25,766.00		$0.00	
4010 Telephone & Telegraph	25,766.00		0.00	
TRAVEL:	$16,000.00		$0.00	
4330 Travel Employee Contracts	12,200.00		0.00	
4340 Travel Other Contracts	3,800.00			

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GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2016

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
FEES FOR SERVICES:	$0.00		$0.00	
4210: Computer Services	$0.00			
4330: Travel: Employee Contracts	0.00			
4560: Fees for Services, Non-Employees	0.00			
CONTRACTED SERVICES (List)	$126,666.00		$0.00	
4980 Contracted Agencies	0.00		0.00	
Suffolk Perinatal Coalition, Inc.	126,666.00			
EMPLOYEE BENEFITS:	$1,127,553.00		$0.00	
8280 Retirement	346,069.00			
8300 Insurance: Worker's Compensation				
8330 Social Security	154,820.00			
8360 Health Insurance	577,161.00			
8380 Dental Insurance	49,503.00			
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
SEE ATTACHED WORKSHEETS								

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Program Support

Additional Program Support Notes

FFY2017 projected WIC staff salary and fringe benefit fiscal information obtained from Office of the County Executive Federal & State Aid Claims Unit.
Vacant Bilingual Clerk Typist position is not listed, and will not be filled.

Vacant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Worked	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	COLA Amount	Final Amount	Budget FTE	Is WIC Coordinator
☐	RDN Nutritionist II - 0010	Sharon	Oliver-Murthy	10/01/16	35.00	35.00	35.00	1.00	$98,733.00	$98,733.00	$98,733.00	$0.00	$98,733.00	1.00	☒
☐	RDN Nutritionist I - 0024	Anne Marie	Orlowski	10/01/16	35.00	35.00	35.00	1.00	$90,710.00	$90,710.00	$90,710.00	$0.00	$90,710.00	1.00	☐
☐	RDN Dietitian - 0037	Lynn	Fishman	10/01/16	35.00	35.00	35.00	1.00	$80,547.00	$80,547.00	$80,547.00	$0.00	$80,547.00	1.00	☐
☐	Sr. Clerk Typist (Bilingual)	Catalina	Spiridon	10/01/16	35.00	35.00	35.00	1.00	$54,189.00	$54,189.00	$54,189.00	$0.00	$54,189.00	1.00	☐
☐	Bilingual Clerk Typist - 0097	Alba	Urso	10/01/16	35.00	35.00	35.00	1.00	$36,922.00	$36,922.00	$36,922.00	$0.00	$36,922.00	1.00	☐
☐	Bilingual Clerk Typist - 0071	Maria	Reyes (nee Gonzalez)	10/01/16	35.00	35.00	35.00	1.00	$46,877.00	$46,877.00	$46,877.00	$0.00	$46,877.00	1.00	☐
☐	Bilingual Clerk Typist - 0096	Lourdes	Iturri	10/01/16	35.00	35.00	35.00	1.00	$47,950.00	$47,950.00	$47,950.00	$0.00	$47,950.00	1.00	☐
☐	Bilingual Clerk Typist - 0078	Alex	Sabillon	10/01/16	35.00	35.00	35.00	1.00	$47,950.00	$47,950.00	$47,950.00	$0.00	$47,950.00	1.00	☐
☐	Bilingual Clerk Typist - 0079	Sonia	Diaz	10/01/16	35.00	35.00	35.00	1.00	$48,450.00	$48,450.00	$48,450.00	$0.00	$48,450.00	1.00	☐
☐	Bilingual Clerk Typist - 0080	Felix	Serrano	10/01/16	35.00	35.00	35.00	1.00	$47,950.00	$47,950.00	$47,950.00	$0.00	$47,950.00	1.00	☐
☐	Bilingual Clerk Typist - 0081	Cindy	Londono	10/01/16	35.00	35.00	35.00	1.00	$40,485.00	$40,485.00	$40,485.00	$0.00	$40,485.00	1.00	☐
☐	Bilingual Clerk Typist - 0082	Evelyn	Maldonado	10/01/16	35.00	35.00	35.00	1.00	$48,450.00	$48,450.00	$48,450.00	$0.00	$48,450.00	1.00	☐
☐	Bilingual Clerk Typist - 0083	Miriam	Leon	10/01/16	35.00	35.00	35.00	1.00	$47,950.00	$47,950.00	$47,950.00	$0.00	$47,950.00	1.00	☐
☐	Bilingual Clerk Typist - 0093	Jacmin	Salcedo	10/01/16	35.00	35.00	35.00	1.00	$43,069.00	$43,069.00	$43,069.00	$0.00	$43,069.00	1.00	☐
☐	Bilingual Clerk Typist - 0094	Lisbeth	Henriquez	10/01/16	35.00	35.00	35.00	1.00	$46,877.00	$46,877.00	$46,877.00	$0.00	$46,877.00	1.00	☐
	Total Justified Program Support Costs							**15.00**		**$827,109.00**					

Nutrition Assistant

Nutrition Assistant - an individual at a local agency who is qualified to provide clinic and office support to the Competent Professional Authority (CPA) staff, including gathering information for nutrition assessments.

Minimum Qualifications

High School Diploma, Licensed Practical Nurse, or GED and one year of experience working with children and families.

Additional Nutrition Assistant Notes

FFY2017 projected WIC staff salary and fringe benefit fiscal information obtained from Office of the County Executive Federal & State Aid Claims Unit.
Awaiting decision from MARO WIC if AAS dietetic technicians (2 year approved SCC Dietetic Technician graduate) can be grandfathered in as CPA per June 2016 proposed NYS WIC Program Manual #1460.
One dietetic technician vacancy not listed below (Paula Small retired Jan 2015) will probably never be filled. Suffolk County Civil Service official job description was finally revised in Sept 2014 requiring all future dietetic technicians to be DTR, and to maintain their DTR registration throughout employment.
One vacant WIC bilingual clerk typist position (Lorena Calderon) will not be replaced and is not indicated below.

Vac-ant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Work-ed	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	COLA Amount	Final Amount	Budget FTE	Is WIC Coord-inator
☐	AAS Dietetic Technician	Patricia (nee Pattie)	Asta	10/01/16	35.00	35.00	35.00	1.00	$59,024.00	$59,024.00	$59,024.00	$0.00	$59,024.00	1.00	☐
Pattie Asta has worked 23 years full time for SCDHS WIC as an AAS dietetic technician since 6/21/93. She left her DTR credential expire, and declined to take the DTR exam.															
☐	AAS Dietetic Technician	Kelly	Jack	10/01/15	0.00	0.00				$0.00	$0.00	$0.00	$0.00	0.00	☐
Kelly Jack is not returning															
☐	AAS Dietetic Technician	Denise	Johnson	10/01/16	35.00	35.00	35.00	1.00	$58,024.00	$58,024.00	$58,024.00	$0.00	$58,024.00	1.00	☐
Denise Johnson has worked 11 years full time for SCDHS WIC as an AAS dietetic technician since 5/24/2005. She declined to take the DTR exam.															
☐	AAS Dietetic Technician	Robin	McCarthy	10/01/16	35.00	35.00	35.00	1.00	$58,024.00	$58,024.00	$58,024.00	$0.00	$58,024.00	1.00	☐
Robin McCarthy has worked 10.5 years full time for SCDHS WIC as an AAS dietetic technician since 12/27/05. She declined to take the DTR exam.															
☐	AAS Dietetic Technician	Teresa	Wolfe	10/01/16	35.00	35.00	35.00	1.00	$54,982.00	$54,982.00	$54,982.00	$0.00	$54,982.00	1.00	☐
Teresa Wolfe has worked 9 years full time for SCDHS WIC as an AAS dietetic technician since 5/21/2007. She declined to take the DTR exam.															
	Total Justified Nutrition Assistant Costs							**4.00**		**$230,054.00**					
	Total Budgeted Nutrition Assistant Costs									**$230,054.00**					

Competent Professional Authority

Competent Professional Authority (CPA) - an individual at a local agency who meets the New York State qualifications of a CPA. This individual is qualified to perform nutrition-related duties at the local agency under the supervision of a Qualified Nutritionist including determining nutrition risk, prescribing supplemental foods, and providing participant centered nutrition education to participants. In addition, the CPA works in conjunction with the Qualified Nutritionist when providing nutrition education/counseling to High Risk participants.

Minimum Qualifications

Registered Nurse (RN) with a Bachelor's Degree

Nutrition and Dietetics Technician, Registered (DTR/NDTR)

Bachelor's degree in an appropriate health-related field with at least 6 hours in nutrition.

Additional Competent Professional Authority Notes

FFY2017 WIC staff salary and fringe benefit fiscal information obtained from Off of the County Executive Federal & State Aid Claims Unit.
Awaiting decision from MARO WIC if the 2 Dietetic Technicians, Loraine Stamm and Francine Gradel can function as a "Qualified Nutritionist" per new June 2016 NYS WIC Program Manual #1460

Vacant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Worked	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	COLA Amount	Final Amount	Budget FTE	Is WIC Coordinator
☐	Dietetic Technician (DTR)	Jean	Galgano	10/01/16	35.00	35.00	35.00	1.00	$52,263.00	$52,263.00	$52,263.00	$0.00	$52,263.00	1.00	☐
☐	Dietetic Technician (DTR)	Patricia (aka Trish)	Graziano	10/01/16	35.00	35.00	35.00	1.00	$59,024.00	$59,024.00	$59,024.00	$0.00	$59,024.00	1.00	☐
☐	Dietetic Technician (DTR)	Barbara	Horan	10/01/16	35.00	35.00	35.00	1.00	$56,698.00	$56,698.00	$56,698.00	$0.00	$56,698.00	1.00	☐
☐	Dietetic Technician (B.A.)	Loraine	Stamm	10/01/15	35.00	35.00	35.00	1.00	$56,698.00	$56,698.00	$56,698.00	$0.00	$56,698.00	1.00	☐
Loraine Stamm graduated from Didactic Program in Dietetics, Queens College, CUNY in 2005. She has worked full time 9.5 years for SCDHS WIC since 12/26/2006. Prior to that she worked for Cornell Cooperative Extension.															
☐	Dietetic Technician (B.S.)	Francine	Gradel	10/01/15	35.00	35.00	35.00	1.00	$50,730.00	$50,730.00	$50,730.00	$0.00	$50,730.00	1.00	☐
Francine Gradel graduated from SUNY Oneonta with a BS in Food and Nutrition in 1977. She has worked full time 7 years for SCDHS WIC. Awaiting decision from MARO WIC if she can function as "Qualified Nutritionist".															

Total Justified Competent Professional Authority Costs	**5.00**		**$275,413.00**
Total Budgeted Competent Professional Authority Costs			**$275,413.00**
Total COLA Competent Professional Authority Costs			**$0.00**
Total Final Budgeted Competent Professional Authority Costs	**5.00**		**$275,413.00**
Total Unbudgeted Competent Professional Authority Costs	***0.00***		**$0.00**

Qualified Nutritionist

Qualified Nutritionist (QN)- an individual at a local agency who has completed the educational requirements and practical experience required to earn a degree and/or credential in the field of Nutrition. This individual possesses expertise that qualifies him or her to perform all nutrition-related duties at the local agency, including providing and overseeing high risk care to high risk participants, and serving as the local agency's Nutrition Coordinator*.

*Nutrition Coordinator - an individual at a local agency who meets the qualifications of a Qualified Nutritionist who is designated to ensure quality nutrition services are provided to program participants and who participates in the development of the local agency nutrition education and breast feeding promotion and support plan.

Minimum Qualifications

Registered Dietitian Nutritionist (RD/RDN)

Bachelor's, Master's, or PhD in Nutrition

CPA Plus - this Staff type is used on a limited basis for a previously grandfathered CPA3 who does not meet the new qualifications of a Qualified Nutritionist (QN) that may continue to provide and oversee high risk care to all high risk participants. Local Agencies must work with Regional Office on a case by case basis to decide if the currently employed individual who does not meet the QN qualifications can be granted a CPA Plus title based on experience, education, and current job duties. This should be a limited number of existing staff, and is for rare cases, in which the WIC Coordinator and Regional Office feel that current staff is qualified, and/or when there is difficulty hiring a QN.

Additional Qualified Nutritionist Notes

All SCDHS WIC Dietitians are RDN. FFY2017 projected WIC staff salary and fringe benefit fiscal information obtained from Off ice of the County Executive Federal & State Aid Claims Unit.
3 RDN Nutritionists (Robin Blocker, Jill Becker, and Patricia Burckhardt) have retired. These 3 vacant WIC nutritionist positions will not be filled, and are not indicated below.

Vac-ant	Title	Staff Type	First Name	Last Name	Effective Date	Work Week Hours	Hours Work-ed	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	COLA Amount	Final Amount	Budget FTE	Is WIC Coord-inator
☐	Dietitian (RDN)	WICQualifiedNutr	Rachel	Brown	10/01/15	35.00	35.00	35.00	1.00	$63,931.00	$63,931.00	$63,931.00	$0.00	$63,931.00	1.00	☐
☐	Dietitian (RDN)	Qualified Nutritior	Jillian	Osborn	10/01/15	35.00	35.00	35.00	1.00	$54,887.00	$54,887.00	$54,887.00	$0.00	$54,887.00	1.00	☐
☐	Dietitian (RDN)	Qualified Nutritior	Laurie Ann	Villorente	10/01/15	35.00	35.00	35.00	1.00	$72,771.00	$72,771.00	$72,771.00	$0.00	$72,771.00	1.00	☐
☐	Dietitian (RDN)	Qualified Nutritior	Ann	Conde	10/01/15	35.00	35.00	35.00	1.00	$73,771.00	$73,771.00	$73,771.00	$0.00	$73,771.00	1.00	☐
☐	Dietitian (RDN)	Qualified Nutritior	Cindy	Salvato	10/01/15	35.00	35.00	35.00	1.00	$71,191.00	$71,191.00	$71,191.00	$0.00	$71,191.00	1.00	☐
☐	Dietitian (RDN)	Qualified Nutritior	Marianne	Moro	10/01/15	35.00	35.00	35.00	1.00	$70,996.00	$70,996.00	$70,996.00	$0.00	$70,996.00	1.00	☐
☐	Dietitian (RDN)	Qualified Nutritior	Diane	Pisciotto	10/01/15	35.00	35.00	35.00	1.00	$65,941.00	$65,941.00	$65,941.00	$0.00	$65,941.00	1.00	☐
☐	Dietitian (RDN)	Qualified Nutritior	Lynne	DiGiuseppe	10/01/16	35.00	35.00	35.00	1.00	$72,771.00	$72,771.00	$72,771.00	$0.00	$72,771.00	1.00	☐
☐	Dietitian (RDN)	Qualified Nutritior	Linda	Ehrenshaft	10/01/16	35.00	35.00	35.00	1.00	$72,771.00	$72,771.00	$72,771.00	$0.00	$72,771.00	1.00	☐

☐	Dietitian (RDN)	Qualified Nutritior	Rose	Hanna	10/01/16	35.00	35.00	35.00	1.00	$72,191.00	$72,191.00	$72,191.00	$0.00	$72,191.00	1.00	☐
☐					10/01/15						$0.00	$0.00	$0.00	$0.00	0.00	☐
☐					10/01/15						$0.00	$0.00	$0.00	$0.00	0.00	☐
☐					10/01/15						$0.00	$0.00	$0.00	$0.00	0.00	☐
☐					10/01/15						$0.00	$0.00	$0.00	$0.00	0.00	☐
☐					10/01/15						$0.00	$0.00	$0.00	$0.00	0.00	☐
☐					10/01/15						$0.00	$0.00	$0.00	$0.00	0.00	☐
☐					10/01/15						$0.00	$0.00	$0.00	$0.00	0.00	☐
☐					10/01/15						$0.00	$0.00	$0.00	$0.00	0.00	☐
☐					10/01/15						$0.00	$0.00	$0.00	$0.00	0.00	☐

Total Justified Qualified Nutritionist Costs	**10.00**		**$691,221.00**
Total Budgeted Qualified Nutritionist Costs			**$691,221.00**
Total COLA Qualified Nutritionist Costs			**$0.00**
Total Final Budgeted Qualified Nutritionist Costs	**10.00**		**$691,221.00**
Total Unbudgeted Qualified Nutritionist Costs	***0.00***		**$0.00**

FFY 2017 WIC Funding Award Details

298 Suffolk County Department of Health Services

Contract Number: DOH01-C30435GG-3450000

Funding Detail

COLA Award	**$277,020**
Total Contract Award	**$3,361,889**
Breast Pumps	**$5,800**
Enhanced Peer Counseling	**$126,666**
Unallocated	**$295,127**
WIC Grant	**$2,934,296**
Base WIC Grant	$2,921,796
WIC Strong	$8,000
Hematology	$4,500
Total Contract and COLA Award	**$3,638,909**

Approved Sites

	Total Target Caseload	**14,300**
Site Name	Site Address	Target Caseload
1-Amityville WIC - HRHCare Maxine Postal Tri-Community Health Center	1080 Sunrise Hwy Amityville, NY 11701	2,000
3-Coram WIC - HRHCare Elsie Owens Health Center	82 Middle Country Road Coram, NY 11727	1,400
4-Wyandanch WIC - HRHCare Martin Luther King Jr. Health Center	1556 Straight Path Wyandanch, NY 11798	1,600
5-Greenlawn WIC - Dolan Family Health Center	284 Pulaski Road Greenlawn, NY 11740	1,600
7-Brentwood WIC - HRHCare Brentwood Family Health Center	1869 Brentwood Road Brentwood, NY 11717	3,500
8-Shirley WIC - HRHCare M. Shellabarger South Brookhaven Health Center	550 Montauk Hwy & Dorsett Place Shirly, NY 11967	1,200
9-Patchogue WIC - HRHCare Health Center at Patchogue	365 East Main Street Patchogue, NY 11772	1,000
10-Riverhead WIC - HRHCare Riverhead Health Center	County Center Building Riverhead, NY 11901	1,400
12-HRHCare Kraus Family Health Center	330 Meeting House Lane Southhampton, NY 11968	600
13-SCDHS WIC Program Administrative Office	100 Veterans Memorial Highway, H. Lee Dennison Building Hauppauge, NY 11788	

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1714

DEPARTMENT OF HEALTH SERVICES

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

PRIVILEGED AND CONFIDENTIAL
INTER-OFFICE/INTRA-AGENCY COMMUNICATION
NOT SUBJECT TO FOIL DISCLOSURE

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

From: Bruce Wladyka, Principal Financial Analyst

Date: June 14, 2016

Subject: Request for Introductory Resolution for Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

I request an Introductory Resolution to appropriate funds for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) for $3,638,909. The WIC Program budget is attached herein for reference.

Project Description:

- The goal of the WIC Program is to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children in New York State through the provision of nutritious foods, nutrition-health education and counseling and linkages with other health and human service programs. The WIC Program nutrition interventions are strategically designed to assist the WIC target population during critical times of growth and development.

wd/
cc: Susan Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

CHILD HEALTH - IMMUNIZATION PROGRAM
3500 Sunrise Highway, Ste. 124, PO Box 9006, Great River, NY 11739-9006
(631) 854-0222 Fax (631) 854-0089

2016 Intergovernmental Relations
Memorandum of Support

1714

TITLE OF BILL: Accepting and appropriating 23% New York State and 77% federal pass - through funds from the New York State Department of Health in the amount of $3,638,909 under the Special Supplemental Nutrition Program for Woman, Infants and Children ("WIC") to be implemented by the Suffolk County Department of Health Services, Division of Patient Care.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 23% New York State and 77% federal pass - through funds from the New York State Department of Health in the amount of $3,638,909 under the Special Supplemental Nutrition Program for Woman, Infants and Children ("WIC").

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The WIC program will provide funds to the Department of Health Services to improve the nutrition and health status of income eligible pregnant and breastfeeding women, infants and preschool children up to five (5) years of age.

FISCAL IMPLICATIONS: Accept and appropriate $3,638,909 in additional grant funds to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1714

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 30, 2016

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 and State grant funds passed through the New York State Department of Health to the Suffolk County Department of Health Services for the Women, Infants and Children (WIC) Program. The mission of the WIC Program is to improve the nutrition and health status of income eligible pregnant and breastfeeding women, infants and preschool children up to 5 years of age during critical periods of growth and development through the provision of nutritious foods, nutrition education plus linkages with health and human services.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-PC WIC.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
Shaheda Iftikhar, MD, Director of Public Health
Sharon Oliver-Murthy, Nutritionist II
Susan Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

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

1715

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $284,836 FOR THE HIV PARTNER NOTIFICATION PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PUBLIC HEALTH AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County State funds under the HIV Partner Notification Program grant to be implemented by the Suffolk County Department of Health Services, Division of Public Health; and

WHEREAS, the HIV Partner Notification Program will improve the provisions of HIV Partner Services within the County and allow those at risk of HIV infection to be notified of their exposure and arrange for HIV testing. The long term goal is to reduce HIV transmission and link patients to care; and

WHEREAS, this grant has a start date of 10/01/16 and ends on 09/30/17 in which the County will receive 100% grant funding in the amount of $284,836 for the HIV Partner Notification Program; and

WHEREAS, a portion of said funds have been included in the 2016 Operating Budget; and

WHEREAS, the HIV Partner Notification Program grant includes partial funding for the Department of Health Services to continue the employment of four (4) Public Health Nurse I (full-time), two (2) Aids Counselor I (full-time), one (1) Clerk Typist (full-time); and

WHEREAS, these positions already exist and are partially funded in the 2016 Operating Budget in 001-HSV-4010; now, therefore be it

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept $284,836 and appropriate said grant funds as follows:

HIV Partner Notification Program - $284,836

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4027	3423	$284,836

ORGANIZATIONS

Suffolk County Department of Health Services
HIV Partner Notification Program
001-HSV-4027 $284,836

1000-PERSONNEL SERVICES: $237,091

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4027	1110	0000	Interim Salaries	$237,091

4000-CONTRACTUAL EXPENSES: $4,000

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4027	4330	0000	Travel Employee Contracts	$3,000
001	HSV	DEG	4027	4340	0000	Travel Other Contracts	$1,000

Employee Benefits

8000-EMPLOYEE BENEFITS: $43,745

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	DE	9030	8330	0000	Social Security	$6,208
001	EMP	ME	9010	8280	0000	Retirement	$13,878
001	EMP	DE	9080	8380	0000	Welfare Fund	$1,869
039	EMP	ODE	9060	8360	0000	Major Medical Claims	$21,790

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $21,790

9000-INTERFUND TRANSFERS: $21,790

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	IFT	DE	E039	9600	0000	Transfer to Funds	$21,790

and be it further

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

REVENUES

Fund	Department	Unit	Revenue Code	Amount
039	IFT	E039	R001	$21,790

and be it

3rd **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 funded by this resolution at the conclusion of the grant funding provided for such positions funded by said grant; and be it further

4th **RESOLVED**, that the County Executive be and hereby is authorized to execute related agreements; and be it further

5th **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

HSV# 50-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1715

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Accepting and appropriating 100% grant funds from the New York State Department of Health in the amount of $284,836 for the HIV Partner Notification Program administered by the Suffolk County Department of Health Services division of Public Health and to execute grant related agreements.

3. Purpose of Proposed Legislation

This legislation is needed to accept and appropriate 100% grant funds from the New York State Department of Health for HIV Partner Notification Program. The HIV Partner Notification Program will improve the provisions of HIV Partner Services within the County and allow those at risk of HIV infection to be notified of their exposure and arrange for HIV testing. The long term goal is to reduce HIV transmission and link patients to care.

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:

None

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

Not applicable.

8. Proposed Source of Funding

100% grant funds from the New York State Department of Health.

9. Timing of Impact

2016-2017

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Susan Hodosky *Principal Financial Analyst*	Susan B Hodosky	7/5/16
Suzanne MARTIN Pr Budget Examiner	Suzanne Martin	7-19-16

SCIN FORM 175b (10/95)

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

1715

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

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 6/15/2016
Submitting Department / Agency: Department of Health Services	Location: 3500 Sunrise Highway, Ste 124, Great River, NY 11739	
Contact Person in Department / Agency Mary Pat Boyle	Telephone Number (631) 854-0365	Grant Application Due Date Multi Year Contract

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
   HIV Partner Notification Program

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.)

   The purpose of this initiative is to improve the provision of HIV Partner Services within Suffolk County. The program allows those at risk of HIV infection to be notified of their exposure and HIV testing is arragnged. The long term goal of this initiative is to reduce disease incidence of HIV, decrease the rate of HIV transmission, educate those with risky sexual and drug using behaviors about risk reduction and ensure newly diagnosed HIV patients are linked to care.

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: 10/1/2016 To: 9/30/2017

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$ -	0.00%				
State	$ 284,836	100.00%				
Private						
County						
Total	$ 284,836	100.00%				

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 X 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, reduced services, financial implications, layoffs, etc.)?

If this assistance is discontinued, either program reduction or termination would be two options available, however, it is probable that the County Executive's Office would make final determination of what would happpen, as the Division of Patient Care would not have authority to make that decision.

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 2016

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
PERSONAL SERVICES:	$237,091			
1100 Permanent Salaries	0			
1110 Interim Salaries	237,091			
1130 Temporary Salaries	0			
EQUIPMENT:	$0			
2010 Furniture	0			
2020 Office Machines	0			
2070 Cameras & Photographic	0			
2080 Medical, Dental, Lab, Equip	0			
2440 Instructional Equipment	0			
2500 Other Equip: Unclassified	0			
SUPPLIES, MATERIALS, OTHER	$0			
3010 Office Supplies	0			
3020 Postage	0			
3040 Printing	0			
3070 Memberships & Subscrip.	0			
3100 Instructional Supplies	0			
3160 Computer Software	0			
3370 Medical, Dental, Lab Supp.	0			
3500 Other Unclassified	0			
3510 Rent: Business Machines	0			
3680 Repairs, Special Equip	0			
UTILITIES:	$0			
4010 Telephone & Telegraph	0			
4015 Telephone Cell	0			
TRAVEL:	$4,000			
4330 Travel Employee Contracts	3,000			
4340 Travel Other Contracts	1,000			

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
FEES FOR SERVICES: 4560: Fees for Services, Non-Employees	$0 0			
CONTRACTED SERVICES (List)				
EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker's Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance	$43,745 13,878 6,208 21,790 1,869			
OTHER: (List Source & Brief Explanation)				

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

Signature of Project Director

DETAIL LISTING OF PERSONAL SERVICES

				Source of Funding by %			
Title of Position	**Grade / Step**	**Salary**	**Employee Name**	**Grantor**	**County**	**In-Kind**	**Remarks**
Clerk Typist	9-6	43,212	G. LaCascia	45.00%			
Aids Counselor I	19-11	71,396	J.Papocchia	55.00%			
Aids Counselor I	19-12	71,396	T. Minnick	55.00%			
Public Health Nurse I	21-S	48,152	Vacant	55.00%			
Public Health Nurse I	21-S	48,152	Vacant	55.00%			
Public Health Nurse I	21-11	78,312	A. Roden	55.00%			
Public Health Nurse I	21-12	78,312	K. Diffley	55.00%			

GMS 1960

NEW YORK
state department of
HEALTH

Howard A. Zucker, M.D., J.D.
Acting Commissioner of Health

Sue Kelly
Executive Deputy Commissioner

Date:	May. 05, 2014
Contract #:	C027881
Contractor:	Suffolk County Department of Health
Contract Period:	Oct. 01, 2012 - Sep. 30, 2017

Attached is your copy of the approved contract. The Contract number must appear on all vouchers and correspondence.

Reports of the Expenditures and Budget Statements should be submitted as outlined in the Contract.

In accordance with the contract, properly completed vouchers and/or programmatic questions should be addressed to the State's designated payment office as stated in the Contract.

Failure of the contracting Agency to comply with payment provisions as set forth in the approved Contract may result in non-payment.

Standard Voucher (AC-92) forms can be obtained at the following web site:
http://www.osc.state.ny.us/agencies/index.htm

New York State Department of Health
Grants & Procurement Unit

17-H3-007A

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Department of Health AIDS Institute Corning Tower, ESP Albany, New York 12237	BUSINESS UNIT/DEPT. ID: DOH01/3450340 CONTRACT NUMBER: C027881 CONTRACT TYPE: ☑ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Suffolk County of	TRANSACTION TYPE: ☐ New ☐ Renewal ☑ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: HIV Partner Notification Program
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000000809 Federal Tax ID Number: 11-6000464 DUNS Number (if applicable): 129090267	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 3500 Sunrise Highway Bldg 200, Suite 124 Great River, NY 11739 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☑ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality, Code: 470100000000.00 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: EPTL 3 ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 10/01/2012 To: 09/30/2017

CURRENT CONTRACT PERIOD:

From: 10/01/2012 To: 09/30/2017

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

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

CURRENT: $ 1,442,775

AMENDED: $ 1,426,039

FUNDING SOURCE(S)

- [x] 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	10/01/2012-09/30/2013	$ 288,555		$ 288,555
2	10/01/2013-09/30/2014	$ 288,255		$ 282,976
3	10/01/2014-09/30/2015	$ 288,255		$ 284,836
4	10/01/2015-09/30/2016	$ 288,255		$ 284,836
5	10/01/06-09/30/2017	$ 288,255		$ 284,836

ATTACHMENTS PART OF THIS AGREEMENT:

- [x] Attachment A:
  - [x] A-1 Program Specific Terms and Conditions
  - [ ] A-2 Federally Funded Grants
- [x] Attachment B:
  - [ ] B-1 Expenditure Based Budget
  - [ ] B-2 Performance Based Budget
  - [ ] B-3 Capital Budget
  - [x] B-1(A) Expenditure Based Budget (Amendment)
  - [ ] B-2(A) Performance Based Budget (Amendment)
  - [ ] B-3(A) Capital Budget (Amendment)
- [ ] Attachment C: Work Plan
- [x] Attachment D: Payment and Reporting Schedule
- [x] Other:
  Attachment E-1, Workers' Compensation
  Attachment E-2, Disability Benefits Coverage
  Attachment E-3, AIDS Institute Policy on Personal Health Related Information

17-HS-007A

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

CONTRACTOR:	STATE AGENCY:
Suffolk County Department of Health	New York State Department of Health
By:	By:
Dennis M. Cohen Printed Name	Margie A. Scully Printed Name
Title: Chief Deputy County Executive	Title: Deputy Director Health Care/Policy, AIDS Institute
Date: 3/17/2014	Date: 4/3/14

STATE OF NEW YORK

County of Suffolk

On the 17 day of March, 2014, before me personally appeared Dennis M. Cohen, to me known, who being by me duly sworn, did depose and say that he/she resides at Suffolk County, that he/she is the Chief Deputy County 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) Vivian R. Keys

VIVIAN R. KEYS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KE6168764
Qualified in Suffolk County
My Commission Expires June 18, 2016

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
Printed Name	Printed Name
Title:	Title:
Date:	Date:

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
APR 24 2014
Benjamin L. Maggi
BENJAMIN L. MAGGI
ASSISTANT ATTORNEY GENERAL

APPROVED
DEPT. OF AUDIT & CONTROL
APR 27 2014
FOR THE STATE COMPTROLLER

Contract Number: # C027881

Suffolk County Law # - 17-HS-007A
Tracking Code #: 24642

HIV Partner Notification Program
Contract Term: 10/1/12-9/30/17
Budget Period: 10/1/13-4/30/14
Multi-Term Period: Yes
NYSDOH Contract #: C-02

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

By: _____
Jessica H. Hogan
Assistant County Attorney

Date: 3/6/14

Approved:
Department of Health Services

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

Date: 1/30/14

COUNTY OF SUFFOLK

1715

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

PRIVILEGED AND CONFIDENTIAL
INTER-OFFICE/INTRA-AGENCY COMMUNICATION
NOT SUBJECT TO FOIL DISCLOSURE

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

From: Mary Pat Boyle, RN, BSN, MPH
Public Health Nurse III (Epidemiology)

Date: June 15, 2016

Subject: Request for Introductory Resolution for HIV Partner Notification Program

---

I request an Introductory Resolution to appropriate funds for the HIV Partner Notification Program, for $284,836. The HIV Partner Notification Program budget is attached herein for reference

Project Description:
The purpose of this initiative is to improve the provision of HIV Partner Services within Suffolk County, and to ensure persons living with HIV and their partners are promptly linked to medical care, HIV testing, STD screening, and other essential prevention and support services. The goals of this initiative are to:

- Initiate field investigation for all newly diagnosed HIV-infected persons within 24 hours of case assignment on CDESS-MIS
- Interview all newly identified HIV positive individuals (index) for the purposes of partner notification
- Promote continuity of care, retention and treatment adherence by ensuring all newly diagnosed HIV positive patients are aware of their status, are promptly linked to medical care, ARV treatment as well as essential support services for follow-up medical care and health maintenance
- Reduce HIV transmission by notifying partners of newly diagnosed persons of their exposure to HIV and offer them HIV testing and assistance with HIV/STD medical evaluation and linkage to prevention services, including PrEP.
- Address the prevention needs among index patients and their named partners via risk reduction education and condom distribution
- Promote partner services to providers, community organizations and populations served to provide information on PHL, reporting requirements, and services available
- Maintain confidentiality of all reports of HIV cases and named partners, and ensure accurate data collection and prompt reporting.

Public Health
Prevent. Promote. Protect.

CHILD HEALTH - IMMUNIZATION PROGRAM
3500 Sunrise Highway, Ste. 124, PO Box 9006, Great River, NY 11739-9006
(631) 854-0222 Fax (631) 854-0089

1715

The long term goal of this initiative is to reduce disease incidence, decrease the rate of HIV transmission, decrease risky sexual and drug using behaviors among newly diagnosed HIV positive and persons at high risk for acquiring HIV, increase the proportion of HIV infected individuals who are aware of their status, and increase the proportion of partners of those infected with HIV who are notified, tested, linked to prevention and treatment/medical care.

wd/
cc: Susan Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

CHILD HEALTH - IMMUNIZATION PROGRAM
3500 Sunrise Highway, Ste. 124, PO Box 9006, Great River, NY 11739-9006
(631) 854-0222 Fax (631) 854-0089

1715

2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting and appropriating 100% grant funds from the New York State Department of Health in the amount of $284,836 for the HIV Partner Notification Program administered by the Suffolk County Department of Health Services division of Public Health and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% grant funds from the New York State Department of Health for HIV Partner Notification Program.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The HIV Partner Notification Program will improve the provisions of HIV Partner Services within the County and allow those at risk of HIV infection to be notified of their exposure and arrange for HIV testing. The long term goal is to reduce HIV transmission and link patients to care.

FISCAL IMPLICATIONS: Accept $284,836 in State grant funds into the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1715

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 30, 2016

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% State grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for HIV Partner Notification Program. This program maintains patient and partner notification service information for the Partnership Surveillance and Partner Service Program in an effort to reduce the spread of HIV.

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-PH Partner Notify Grant.docx."

Sincerely,

James L. Tomarken

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
Shaheda Iftikhar, MD, Director of Public Health
Susan Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

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

1716

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS FROM NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $227,042 FOR THE EMERGENCY MEDICAL SERVICES PROGRAM AGENCY ("EMSPA") ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF EMERGENCY MEDICAL SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County State funds under the Emergency Medical Services Program Agency program to be administered by the Suffolk County Department of Health Services, Division of Emergency Medical Services; and

WHEREAS, the EMSPA provides for the oversight of ninety nine (99) ambulance services that comprise the EMS System and supports the Regional EMS Council. It will also provide for a wide array of support functions across the educational, clinical, policy and procedural areas and work to coordinate services between ambulance services, hospitals and law enforcement agencies; and

WHEREAS, this grant has a start date of 07/01/16 and ends on 06/30/17 in which the County will receive 100% grant funding in the amount of $227,042 for the EMSPA Program; and

WHEREAS, a portion of said funds have been included in the 2016 Operating Budget; and

WHEREAS, the EMSPA grant includes funding for the Department of Health Services to continue the employment of one (1) Coordinator of EMS (full-time), one (1) EMS Medical Director (full-time), one (1) EMT Training Officer (full-time), one (1) Ambulance Services Consultant (full-time), one (1) EMS Officer (full-time), two (2) EMS Instructor (full-time), one (1) Secretarial Assistant (full-time); and

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept $227,042 and appropriate said grant funds as follows:

EMSPA - $227,042

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4619	3418	$227,042

ORGANIZATIONS

Suffolk County Department of Health Services
Emergency Medical Services Program Agency (EMSPA)
001-HSV-4619 $227,042

1000-PERSONNEL SERVICES: $166,520

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4619	1110	0000	Interim Salaries	$166,520

2000-EQUIPMENT: $750

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4619	2500	0000	Other Equipment: Not Otherwise Classified	$750

4000-CONTRACTUAL EXPENSES: $2,230

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4619	4010	0000	Telephone & Telegraph	$400
001	HSV	DEG	4619	4330	0000	Travel Employee Contracts	$1,830

Employee Benefits

8000-EMPLOYEE BENEFITS: $57,542

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	DE	9030	8330	0000	Social Security	$9,686
001	EMP	ME	9010	8280	0000	Retirement	$21,650
001	EMP	DE	9080	8380	0000	Welfare Fund	$2,070
039	EMP	ODE	9060	8360	0000	Major Medical Claims	$24,136

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $24,136

9000-INTERFUND TRANSFERS: $24,136

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	IFT	DE	E039	9600	0000	Transfer to Funds	$24,136

and be it further

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

REVENUES

Fund	Department	Unit	Revenue Code	Amount
039	IFT	E039	R001	$24,136

and be it

3rd **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 funded by this resolution at the conclusion of the grant funding provided for such positions funded by said grant; and be it further

6th **RESOLVED**, that the County Executive be and hereby is authorized to execute related agreements; and be it further

7th **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

HSV# 51-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law _____ Charter Law 1716

2. Title of Proposed Legislation

Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $227,042 for the Emergency Medical Services Program Agency ("EMSPA") program to be administered by the Suffolk County Department of Health Services, Division of Emergency Medical Services and to execute grant related agreements.

3. Purpose or Proposed Legislation

This legislation is needed to accept and appropriate 100% grant funds from New York State Department of Health Services for the Emergency Medical Services Program Agency ("EMSPA") program to be administered by the Suffolk County Department of Health Services, Division of Emergency Medical Services.

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

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

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

6. If the answer to item 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% grant funds from New York State Department of Health

9. Timing of Impact

2016-2017

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Susan Hodosky *Principal Financial Analyst*	Susan B Hodosky	7/5/16
Suzanne MARTIN Pr. Budget Examiner	Suzanne Martin	7-18-16

SCIN FORM 175b (10/95)

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION

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

1716

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 6/13/2016
Submitting Department / Agency: Department of Health Services	Location: 360 Yaphank Ave, Suite 1B Yaphank, NY 11980	
Contact Person in Department / Agency Robert Delagi	Telephone Number 631-852-5080	Grant Application Due Date Multi-Year Grant

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
   Emergency Medical Services Program Agency

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.)

   The Department of Health Services/Division of EMS serves as the Regional EMS Program Agency, authorized pursuant to NY State PHL Article 30, Section 3003-a. The Program Agency is responsible for the PHL-mandated administrative and clinical oversight of the ninety nine ambulance services that comprise the EMS System, and supports the Regional EMS Council, Regional Emergency Medical Avisory Committee and Regional Trauma Advisory Committee, in fulfilling their respective statutory responsibilities. The Regional Program Agency fulfills a series of expense based contract deliverables that cover a wide array of support functions across the educational, clinical, policy, and procedural arena and serves as the single point of contact between ambulance services, hospitals, emergency managemnent, law enforcement, and others.

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: 7/1/2016 To: 6/30/2017

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$ -	0.00%				
State	$ 227,042	100.00%				
Private						
County						
Total	$ 227,042	100.00%				

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

1 position requested in the 2017 Operating Budget

5. Can This program be Refunded by the Proposed Non-County Sources?

Yes X 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.)

$2,175,512

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

The EMS Division could cease to function, thus negatively affecting public safety and ensuring a competent workforce.

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 2016

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
PERSONAL SERVICES:	$166,520			
1100 Permanent Salaries	0			
1110 Interim Salaries	166,520			
1130 Temporary Salaries	0			
EQUIPMENT:	$750			
2010 Furniture	0			
2020 Office Machines	0			
2070 Cameras & Photographic	0			
2080 Medical, Dental, Lab, Equip	0			
2440 Instructional Equipment	0			
2500 Other Equip: Unclassified	750			
SUPPLIES, MATERIALS, OTHER	$0			
3010 Office Supplies	0			
3020 Postage	0			
3040 Printing	0			
3070 Memberships & Subscrip.	0			
3100 Instructional Supplies	0			
3160 Computer Software	0			
3370 Medical, Dental, Lab Supp.	0			
3500 Other Unclassified	0			
3510 Rent: Business Machines	0			
3680 Repairs, Special Equip	0			
UTILITIES:	$400			
4010 Telephone & Telegraph	400			
4015 Telephone Cell	0			
TRAVEL:	$1,830			
4330 Travel Employee Contracts	1,830			
4340 Travel Other Contracts	0			

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
FEES FOR SERVICES:	$0			
4560: Fees for Services, Non-Employees				
XYZ Company	0			
CONTRACTED SERVICES (List)				
EMPLOYEE BENEFITS:	$57,542			
8280 Retirement	21,650			
8300 Insurance: Worker's Compensation				
8330 Social Security	9,686			
8360 Health Insurance	24,136			
8380 Dental Insurance	2,070			
OTHER: (List Source & Brief Explanation)				

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

Signature of Project Director

DETAIL LISTING OF PERSONAL SERVICES

				Source of Funding by %			
Title of Position	***Grade / Step***	***Salary***	***Employee Name***	***Grantor***	***County***	***In-Kind***	***Remarks***
Coordinator of EMS	28/12	104,739	Robert Delagi	30.0%			
EMS Medical Director	38/11	157,722	Gregson H. Pigott, MD, MPH	20.0%			
EMT Training Officer	26/S	56,350	Vacant	25.0%			
Ambulance Svcs Consultant	24/12	88,609	Karl Klug	40.0%			
EMS Officer	23/12	85,164	Peter Bergmann	40.0%			
EMS Instructor	16/12	62,613	Ellen Komosinski	5.0%			
EMS Instructor	16/12	62,613	Martin Matuza	20.0%			
Secreterial Assistant	17/9	61,491	Raegin Kellermann	7.0%			

Provider Agency

NEW YORK
state department of
HEALTH

Howard A. Zucker, M.D., J.D.
Acting Commissioner of Health

Sue Kelly
Executive Deputy Commissioner

June 29, 2015

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

Contract Number: C029457
Contract Period: April 1, 2015 – March 30, 2020

Dear Robert Delagi:

Enclosed for your review and signature is the proposed contract between your organization and the New York State Department of Health, for the annual amount of 227042 during the five year period specified above.

Any grantee doing business with New York State now needs to be established and pre-qualified in the new Grants Gateway system. Your Organization is not in the system and we would like to help you with this process. There are a few steps to accomplish this and they have been outlined below. Please be aware that this process does take some time, so your immediate attention to this matter is important.

Vendor Prequalification for Not-for-Profits

All not-for-profit vendors subject to prequalification are required to prequalify prior to grant application and execution of contracts.

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which requires not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process in order for applications to be evaluated. Information on these initiatives can be found on the Grants Reform Website.

Applications received from not-for-profit applicants that have not Registered and are not Prequalified in the Grants Gateway on the application due date listed on the cover of this RFA cannot be evaluated. Such applications will be disqualified from further consideration.

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. The Vendor Prequalification Manual on the Grants Reform Website details the requirements and an online tutorial are available to walk users through the process.

1) Register for the Grants Gateway

On the Grants Reform Website, download a copy of the Registration Form for Administrator. A signed, notarized original form must be sent to the Division of Budget at the address provided in the instructions. You will be provided with a Username and Password allowing you to access the Grants Gateway.

If you have previously registered and do not know your Username, please email grantsreform@budget.ny.gov . If you do not know your Password, please click the Forgot Password link from the main log in page and follow the prompts.

2) Complete your Prequalification Application

- Log in to the Grants Gateway. If this is your first time logging in, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click SAVE.
- Click the *Organization(s)* link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A *Document Vault* link will become available near the top of the page. Click this link to access the main Document Vault page.
- Answer the questions in the *Required Forms* and upload *Required Documents*. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Application.
- Specific questions about the prequalification process should be referred to your agency representative or to the Grants Reform Team at grantsreform@budget.ny.gov.

3) Submit Your Prequalification Application

- After completing your Prequalification Application, click the *Submit Document Vault* Link located below the Required Documents section to submit your Prequalification Application for State agency review. Once submitted the status of the Document Vault will change to *In Review*.
- If your Prequalification reviewer has questions or requests changes you will receive email notification from the Gateway system.
- Once your Prequalification Application has been approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

The following forms need to be completed for contract approval:

- **2 signature pages with original, notarized signatures**
- **Verify that your organization is up to date with vendor responsibility certification on the NYS Office of the State Comptroller Vend Rep System: available at http://www.osc.state.ny.us/vendrep/index.htm or complete a hard copy Vendor Responsibility questionnaire available at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm**

- **Provide acceptable proof of Worker's Compensation Coverage and Disability Insurance coverage, to be used as Appendix E-1 and E-2 of the contract. Acceptable proof of coverage forms are described in Section IV of the State of New York Agreement. http://www.wcb.ny.gov/**

If there are objections to the contract language which preclude signing the contract, these objections must be stated in writing along with the name of a contact person who can discuss the issues. When received, the objections will be reviewed and the contact person reached for discussion.

The signed contracts and aforementioned documents should be returned as soon as possible to my attention at the following address:

Lisa DeLong
New York State Department of Health
Bureau of EMS
875 Central Avenue
Albany NY 12206

Upon receipt, the proposed contract will be endorsed by the Department of Health and sent of Office of the State Comptroller for approval. Once the contract is executed, a copy will be sent to you. Instructions and forms for submission of expenditures will be included with the executed contract. If you have any questions, please contact me at 518-402-0990.

Sincerely,

Lisa DeLong

Lisa DeLong
Administrative Unit
Bureau of EMS

cc: REMSCO Chair

SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES
EMERGENCY MEDICAL SERVICES PROGRAM
CONTRACT C-029457
CONTRACT PERIOD 07/01/15 -06/30/16

BUDGET STATEMENT AND REPORT OF EXPENDITURES
REPORT FOR PERIOD 01/01/16 - 03/31/16

BUDGET ITEM	BUDGETED AMOUNT	COLUMN I EXPENDITURES PRIOR PERIODS	COLUMN II EXPENDITURES CURRENT PERIOD		COLUMN III TOTAL EXPENDITURES TO DATE
PERSONAL SERVICES					
SALARIES					
G. PIGOTT, Med. Director	$ 10,000	$ 10,000.00		(1)	$ 10,000.00
R. DELAGI, Corr. of Emer Med Svcs.	$ 33,000	$ 29,601.25	$ 3,398.75	(2)	$ 33,000.00
T. LATEULERE, EMT Training Officer	$ 34,000	$ 9,441.10	$ 11,436.25		$ 20,877.35
K. KLUG, Ambul. Svcs Consultant	$ 36,400	$ 23,203.21	$ 13,196.79	(3)	$ 36,400.00
P. BERGMAN, EMS Officer	$ 39,000	$ 27,221.51	$ 11,778.49	(4)	$ 39,000.00
E. KOMOSINSKI, EMS Instructor	$ 2,100	$ 2,100.00		(5)	$ 2,100.00
M. MATUZA, EMS Instructor	$ 8,000	$ 8,000.00		(6)	$ 8,000.00
R. KELLERMAN, Principal Clerk	$ 4,000	$ 4,000.00		(7)	$ 4,000.00
FRINGE BENEFITS	57,542	$ 57,542.00		(8)	57,542.00
TOTAL PERSONAL SERVICES	$ 224,042	171,109.07	$ 39,810.28		$ 210,919.35
OTPS					
TELEPHONE	$ 400	$ 282.60	$ 117.40	(9)	$ 400.00
POSTAGE	$ 750	$ 750.00	$ -	(10)	750.00
TRAVEL	$ 1,850	$ 1,850.00	$ -	(11)	1,850.00
					-
TOTAL OTPS	$ 3,000	$ 2,882.60	$ 117.40		$ 3,000.00
GRAND TOTAL	$ 227,042	$ 173,991.67	$ 39,927.68		$ 213,919.35

COUNTY OF SUFFOLK

1716

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

PRIVILEGED AND CONFIDENTIAL
INTER-OFFICE/INTRA-AGENCY COMMUNICATION
NOT SUBJECT TO FOIL DISCLOSURE

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

From: Robert Delagi, MA, NREMT-P
Director, EMS and Public Health Emergency Preparedness

Date: June 30, 2016

Subject: Request for Introductory Resolution for the Emergency Medical Services Program Agency Grant (7/1/16 – 6/30/17); $227,042

Please request a legislative Introductory Resolution to appropriate funds for the Emergency Medical Services Program Agency grant (7/1/16 – 6/30/17); $227,042.

Program Description:

The EMSPA provides for the oversight of ninety nine (99) ambulance services that comprise the EMS System and supports the Regional EMS Council. It will also provide for a wide array of support functions across the educational, clinical, policy and procedural areas and work to coordinate services between ambulance services, hospitals and law enforcement agencies.

cc: Susan Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

DIVISION OF EMERGENCY MEDICAL SERVICES
P.O. Box 6100, Hauppauge, NY 11788-0099 (631) 853-5800 Fax (631) 853-8307

COUNTY OF SUFFOLK

1716

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 30, 2016

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% grant funds from New York State Department of Health to the Suffolk County Department of Health Services for the Emergency Medical Service Program Agency. This program provides for the oversight of ninety nine (99) ambulance services that comprise the EMS System and supports the Regional EMS Council. It will also provide for a wide array of support functions across the educational, clinical, policy and procedural areas and work to coordinate services between ambulance services, hospitals and law enforcement agencies.

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 PROGRAM.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, Director of Emergency Medical Services
Susan Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

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

1717

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO RE-ALLOCATE 100% STATE AID FROM PEDERSON KRAG CENTER TO PSCH, INC. FOR THE PURPOSE OF OPERATING MENTAL HEALTH PROGRAMS

WHEREAS, Pederson Krag Center will complete a full asset merger with PSCH, Inc. on 10/1/16; and

WHEREAS, the services provided by Pederson Krag Center support adults and children with serious mental illness in Suffolk County and these services will be provided by PSCH, Inc. as of 10/1/16; and

WHEREAS, the New York State Office of Mental Health (NYS OMH) supports the merger of Pederson Krag Center with PSCH, Inc.; and

WHEREAS, time is of the essence in executing a contract with PSCH, Inc. to ensure the continuation of these services; and

WHEREAS, funding is currently included in the 2016 Adopted Operating Budget for Pederson Krag Center and needs to be re-allocated to PSCH, Inc.; now, therefore be it

1st **RESOLVED**, that the County Comptroller be and hereby is authorized to transfer $645,568 in State Aid as follows:

ORGANIZATIONS:

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4330-4980

From: XORG	OBJECT NAME	2016 Adopted Budget	Increase/ Decrease	2016 Mod Budget
ANL2	PK Supp Case Mgt	$327,600	($81,900)	$245,700
GEC1	PK ACT Team	$120,556	($30,139)	$90,417
GGF1	PK MICA TFIP	$589,665	($147,416)	$442,249
GGG1	PK Fam Support &Respite	$406,401	($101,600)	$304,801
GGH1	PK C&Y Training	$19,867	($4,967)	$14,900
GKU1	PK Crisis	$140,000	($35,000)	$105,000
GPM1	PK SPOA	$204,411	($51,103)	$153,308
GPN1	PK ACT	$120,556	($30,139)	$90,417
GUS1	PK Case Mgt Training	$4,000	($1,000)	$3,000
GUU1	PK C&F Emergency Care	$302,680	($75,670)	$227,010
JAY1	PK PROS Coram	$168,104	($42,026)	$126,078
JAZ1	PK PROS Smithtown	$107,796	($26,949)	$80,847
PKP1	PK Drop In	$70,636	($17,659)	$52,977

To:

XORG	OBJECT NAME	2016 Adopted Budget	Increase/ Decrease	2016 Mod Budget
XXXX	PSCH Supp Case Mgt	$0	$81,900	$81,900
XXXX	PSCH ACT Team	$0	$30,139	$30,139
XXXX	PSCH MICA TFIP	$0	$147,416	$147,416
XXXX	PSCH Fam Support&Respite	$0	$101,600	$101,600
XXXX	PSCH C&Y Training	$0	$4,967	$4,967
XXXX	PSCH Crisis	$0	$35,000	$35,000
XXXX	PSCH SPOA	$0	$51,103	$51,103
XXXX	PSCH ACT	$0	$30,139	$30,139
XXXX	PSCH Case Mgt Training	$0	$1,000	$1,000
XXXX	PSCH C&F Emergency Care	$0	$75,670	$75,670
XXXX	PSCH PROS Coram	$0	$42,026	$42,026
XXXX	PSCH PROS Smithtown	$0	$26,949	$26,949
XXXX	PSCH Drop In	$0	$17,659	$17,659

and be it further

2ND **RESOLVED**, that the County Executive be and hereby is authorized to execute a contract amendment with Pederson Krag Center and a new contract with PSCH, Inc.; and be it further

3rd **RESOLVED**, that the 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 # 52-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1117

Resolution ___X___ Local Law _____ Charter Law _____

Title of Proposed Legislation
AMENDING THE 2016 ADOPTED OPERATING BUDGET TO RE-ALLOCATE 100% STATE AID FROM PEDERSON KRAG CENTER TO PSCH, INC FOR THE PURPOSE OF OPERATING MENTAL HEALTH PROGRAMS.

3. Purpose of Proposed Legislation
This legislation is needed to re-allocate 100% State Aid from the New York State Office of Mental Health due to a full asset merger of Pederson Krag Center with PSCH, Inc. Pederson Krag Center will continue providing program services through 9/30/16, and PSCH, Inc. will begin operation on 10/1/16 of these programs.

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
State Aid from the New York State Office of Mental Health

9. Timing of Impact
Immediate upon approval of the resolution and execution of contract amendment with the current provider and a contract with the new provider.

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***Date***
Susan B. Hodosky	Susan B Hodosky	7/1/16
Principal Financial Analyst		
Suzanne MARTIN		
Pr Budget Examiner	Suzanne Martin	7-13-16

SCIN FORM 175b (10/95)

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

1717

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

NEW YORK STATE OF OPPORTUNITY. | Long Island Field Office

1717

ANDREW M. CUOMO
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

MARTHA A. CARLIN, PsyD
Director

June 17, 2016

Ms. Ann Marie Csorny, LCSW-R, Director
Suffolk County Department of Health Services
Division of Community Mental Hygiene Services
North County Complex - 725 Veterans Memorial Highway
Building C-928
Hauppauge, New York 11788

Re: Pederson-Krag Center/PSCH, Inc. Merger

Dear Ms. Csorny:

The New York State Office of Mental Health (OMH) directs the re-allocation of twenty five percent of Pederson-Krag Center's 2016 OMH State aid funding that it is currently allocated by the Suffolk County Department of Health Services, to PSCH, Inc. effective October 1, 2016 following PSCH's planned full asset merger with Pederson-Krag where PSCH will be the surviving agency. The attached 2016 County Allocation Tracker Detail Report identifies the OMH funding sources and mental health programs that are currently operated by Pederson-Krag ($2,582,273 in total). We support three-quarter of these funds being retained by the Pederson-Krag Center for program operations covering January 1 to September 30, 2016; and one-quarter to be allocated to PSCH, Inc. for program operations covering October 1 to December 31, 2016. The mental health programs that are being provided by the Pederson-Krag Center with OMH State aid are expected to be maintained by PSCH, Inc. at existing annualized funding levels.

Please update the 2016 County Allocation Tracker to reflect the division of funding at your earliest convenience. If you have any questions or concerns, please feel free to contact Shalendra Ramadhin at (631) 761-3334 or myself.

Sincerely,
Martha Carlin, PsyD
Martha Carlin, PsyD.
Director - OMH Long Island Field Office

cc: Michael Katz
Helen Messemer
Shalendra Ramadhin
Barbara Russo

Attachment

NEW YORK STATE OF OPPORTUNITY. | Office of Mental Health

Aid to Localities Financial System

County Allocation Tracker Detail Report

Year - 2016 County - Suffolk (52) Letter Type - DMH

Amendment Number/Date: 7 - 06/15/2016 03:20:51 PM

Provider FS/Program/CBR Index/Team Type	Local Contract Number	Managers	Slots	Beds	Units of Service	Total Gross Expenses	LGU Share	Voluntary Share	SSI Amount	Medicaid Amount	Other Revenue	Carry Over Revenue	Non Funded	One Time Adjustment	Total State Aid	Annualized Value
50430 - Pederson-Krag Center, Inc.																
034J - Adult Case Management & ACT																
0800 - ACT																
00 68 Slot	GEC1 & GPN1	0.00	136.00	0	1,320	$2,022,470	$0	$0	$0	$1,847,694	$0	$0	$0	$0	$174,776	$174,776
8810 - Assertive Community Treatment-Service Dollars																
00 68 Slot	GEC1 & GPN1	0.00	0.00	0	0	$66,336	$0	$0	$0	$0	$0	$0	$0	$0	$66,336	$66,636
Totals For FS 034J		0.00	136.00	0	1,320	$2,088,806	$0	$0	$0	$1,847,694	$0	$0	$0	$0	$241,112	$241,412
037P - PROS State Aid																
6340 - Comprehensive PROS with Clinical Treatment																
01 NO_SUBCODE	JAZ1	0.00	0.00	0	29,104	$949,793	$0	$0	$0	$842,774	$29,223	$0	$0	$0	$77,796	$77,796
00 NO_SUBCODE	JAY1	0.00	0.00	0	81,836	$2,272,268	$0	$0	$0	$2,063,264	$40,900	$0	$0	$0	$168,104	$168,104
Totals For FS 037P		0.00	0.00	0	110,940	$3,222,061	$0	$0	$0	$2,906,038	$70,123	$0	$0	$0	$245,900	$245,900
041 - CMHS Block Grant Adult																
1760 - Advocacy/Support Services																
03 NO_SUBCODE	GUS1	0.00	0.00	0	0	$4,000	$0	$0	$0	$0	$0	$0	$0	$0	$4,000	$4,000
1770 - Drop In Centers																
00 NO_SUBCODE	PKP1	0.00	0.00	0	2,748	$62,609	$0	$0	$0	$0	$0	$0	$0	$0	$62,609	$62,609
Totals For FS 041		0.00	0.00	0	2,748	$66,609	$0	$0	$0	$0	$0	$0	$0	$0	$66,609	$66,609
044 - CMHS Block Grant C&F																
1400 - Single Point of Access (SPOA)																
00 NO_SUBCODE	GPM1	0.00	0.00	0	0	$116,376	$0	$0	$0	$0	$0	$0	$0	$0	$116,376	$116,376
1650 - Family Support Services - Children & Family																
00 NO_SUBCODE	GGG1	0.00	0.00	0	2,194	$114,674	$0	$0	$0	$0	$0	$0	$0	$0	$114,674	$114,674
1760 - Advocacy/Support Services																
00 NO_SUBCODE	GGF1	0.00	0.00	0	0	$375,851	$0	$0	$0	$0	$0	$0	$0	$0	$375,851	$375,851
3040 - Home Based Crisis Intervention																
00 NO_SUBCODE	GUU1	0.00	0.00	0	4,489	$225,000	$0	$0	$0	$0	$0	$0	$0	$0	$225,000	$225,000
Totals For FS 044		0.00	0.00	0	6,683	$831,901	$0	$0	$0	$0	$0	$0	$0	$0	$831,901	$831,901

NEW YORK STATE OF OPPORTUNITY. | Office of Mental Health

Aid to Localities Financial System

County Allocation Tracker Detail Report

Year - 2016 County - Suffolk (52) Letter Type - DMH

Amendment Number/Date: 7 - 06/15/2016 03:20:51 PM

Provider FS/Program/CBR Index/Team Type	Local Contract Number	Managers	Slots	Beds	Units of Service	Total Gross Expenses	LGU Share	Voluntary Share	SSI Amount	Medicaid Amount	Other Revenue	Carry Over Revenue	Non Funded	One Time Adjustment	Total State Aid	Annualized Value
50430 - Pederson-Krag Center, Inc.																
046A - Clinical Infrastructure-C&F																
1400 - Single Point of Access (SPOA)																
00 NO_SUBCODE	GPM1	0.00	0.00	0	0	$88,036	$0	$0	$0	$0	$0	$0	$0	$0	$88,036	$88,036
Totals For FS 046A		**0.00**	**0.00**	**0**	**0**	**$88,036**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$88,036**	**$88,036**
046G - Emergency Services C&F																
3040 - Home Based Crisis Intervention																
00 NO_SUBCODE	GUU1	0.00	0.00	0	791	$77,680	$0	$0	$0	$0	$0	$0	$0	$0	$77,680	$77,680
Totals For FS 046G		**0.00**	**0.00**	**0**	**791**	**$77,680**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$77,680**	**$77,680**
046L - Community Support Programs-C&F																
1650 - Family Support Services - Children & Family																
00 NO_SUBCODE	GGG1	0.00	0.00	0	2,453	$291,727	$0	$0	$0	$0	$0	$0	$0	$0	$291,727	$291,727
1760 - Advocacy/Support Services																
00 NO_SUBCODE	GGF1	0.00	0.00	0	0	$77,344	$0	$0	$0	$0	$0	$0	$0	$0	$77,344	$77,344
Totals For FS 046L		**0.00**	**0.00**	**0**	**2,453**	**$369,071**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$369,071**	**$369,071**
175A - Article 28&31 Closure Re-Invest. (Adult)																
1760 - Advocacy/Support Services																
04 NO_SUBCODE	SUFFOLK	0.00	0.00	0	0	$30,000	$0	$0	$0	$0	$0	$0	$0	$0	$30,000	$30,000
Totals For FS 175A		**0.00**	**0.00**	**0**	**0**	**$30,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$30,000**	**$30,000**
200 - Com. Reinvestment																
1760 - Advocacy/Support Services																
02 NO_SUBCODE	GGH1	0.00	0.00	0	260	$19,867	$0	$0	$0	$0	$0	$0	$0	$0	$19,867	$19,867
00 NO_SUBCODE	GGF1	0.00	0.00	0	665	$136,470	$0	$0	$0	$0	$0	$0	$0	$0	$136,470	$136,470
1770 - Drop In Centers																
00 NO_SUBCODE	PKP1	0.00	0.00	0	252	$8,027	$0	$0	$0	$0	$0	$0	$0	$0	$8,027	$8,027
2680 - Crisis Intervention																
00 NO_SUBCODE	GKU1	0.00	0.00	0	1,994	$126,476	$0	$0	$0	$0	$0	$0	$0	$0	$126,476	$126,476
Totals For FS 200		**0.00**	**0.00**	**0**	**3,171**	**$290,840**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$290,840**	**$290,840**

NEW YORK STATE OF OPPORTUNITY. | Office of Mental Health

Aid to Localities Financial System

County Allocation Tracker Detail Report

Year - 2016 County - Suffolk (52) Letter Type - DMH

Amendment Number/Date: 7 - 06/15/2016 03:20:51 PM

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50430 - Pederson-Krag Center, Inc.																	
400 - Commissioner's Perf.																	
2680 - Crisis Intervention																	
00	NO_SUBCODE	GKU1	0.00	0.00	0	0	$13,524	$0	$0	$0	$0	$0	$0	$0	$0	$13,524	$13,524
Totals For FS 400			0.00	0.00	0	0	$13,524	$0	$0	$0	$0	$0	$0	$0	$0	$13,524	$13,524
570 - Health Home																	
2620 - Health Home Non-Medicaid Care Management																	
00	NO_SUBCODE	ANL2	0.00	0.00	0	43	$219,872	$0	$0	$0	$0	$0	$0	$0	$0	$219,872	$219,872
2740 - Health Home Care Management Service Dollars																	
00	NO_SUBCODE	ANL2	0.00	0.00	0	288	$107,728	$0	$0	$0	$0	$0	$0	$0	$0	$107,728	$107,728
Totals For FS 570			0.00	0.00	0	331	$327,600	$0	$0	$0	$0	$0	$0	$0	$0	$327,600	$327,600
Totals For 50430 - Pederson-Krag Center, Inc.			0.00	136.00	0	128,437	$7,406,128	$0	$0	$0	$4,753,732	$70,123	$0	$0	$0	$2,582,273	$2,582,573
Report Totals			0.00	136.00	0	128,437	$7,406,128	$0	$0	$0	$4,753,732	$70,123	$0	$0	$0	$2,582,273	$2,582,573

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1717

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: James L. Tomarken, MD, MPH, MBA, MSW
Commissioner, Department of Health Services

From: Ann Marie Csorny, LCSW
Acting Director, Division of Community Mental Hygiene Services

Date: **June 27, 2016**

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to re-allocate 100% state aid from Pederson Krag Center to PSCH, Inc. due to a full asset merger of Pederson Krag with PSCH on October 1, 2016. The New York State Office of Mental Health supports the merger of these agencies on said date.

I am attaching drafts of the fiscal impact statement, intro resolution and routing form as well as the support letter from the OMH Long Island Field Office which provide further specifics of the funding.

AMC/HM
Enclosures
Cc: S. Hodosky, S.Reagan, D. Holtsford, B. Russo

Public Health
Prevent. Promote. Protect.

DIVISION OF COMMUNITY MENTAL HYGIENE
North County Complex, Building C928, 725 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788
(631) 853-8500 FAX: (631) 853-3117

2016 Intergovernmental Relations
Memorandum of Support

1717

TITLE OF BILL: Amending the 2016 Adopted Operating Budget to re-allocate 100% State Aid from Pederson-Krag Center to PSCH, Inc. for the purpose of operating mental health programs.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to re-allocate 100% State Aid from the New York State Office of Mental Health due to a full asset merger of Pederson Krag Center with PSCH, Inc. Pederson Krag Center will continue providing program services through 9/30/16, and PSCH, Inc. will begin operation on 10/1/16 of these programs.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This legislation is needed to re-allocate 100% State Aid from the New York State Office of Mental Health due to a full asset merger of Pederson Krag Center with PSCH, Inc. Pederson Krag Center will continue providing program services through 9/30/16, and PSCH, Inc. will begin operation on 10/1/16 of these programs, which provide services to adults and children with serious mental illness in Suffolk County.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

1717

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 29, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2016 Adopted Operating Budget to re-allocate 100% State Aid from Pederson Krag Center to PSCH, Inc. for the purpose of operating mental health programs. This legislation is needed to re-allocate 100% State Aid from the New York State Office of Mental Health due to a full asset merger of Pederson Krag Center with PSCH, Inc. Pederson-Krag Center will continue providing program services through 9/30/16, and PSCH, Inc. will begin operation on 10/1/16 of these programs, which provide services to adults and children with serious mental illness in Suffolk County.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Barbara Russo at 3-8533. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH PK to PSCH OMH.docx."

Sincerely,

James Tomarken

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, MPA, Assistant to the Commissioner of Health Services
Ann Marie Csorny, Director, Division of Community Mental Hygiene Services
Barbara Russo, Principal Financial Analyst
Susan B. Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

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

1718

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO RE-ALLOCATE FUNDS FROM PEDERSON KRAG CENTER TO PSCH, INC. FOR THE PURPOSE OF OPERATING CHEMICAL DEPENDENCY PROGRAMS

WHEREAS, Pederson Krag Center will complete a full asset merger with PSCH, Inc. on 10/1/16; and

WHEREAS, the services provided by Pederson Krag Center support individuals with substance use disorders in Suffolk County and these services will be provided by PSCH, Inc. as of 10/1/16; and

WHEREAS, the New York State Office of Alcohol and Substance Abuse Services (NYS OASAS) supports the merger of Pederson Krag Center with PSCH, Inc.; and

WHEREAS, time is of the essence in executing a contract with PSCH, Inc. to ensure the continuation of these services; and

WHEREAS, funding is currently included in the 2016 Adopted Operating Budget for Pederson Krag Center and needs to be re-allocated to PSCH, Inc.; now, therefore be it

1st **RESOLVED**, that the County Comptroller be and hereby is authorized to transfer $265,106 in State and County funding as follows:

ORGANIZATIONS:

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4310-4980

From:

XORG	OBJECT NAME	2016 Adopted Budget	Increase/ Decrease	2016 Mod Budget
ANL7	Pederson-Krag	$1,060,427	($265,106)	$795,321

To:

XORG	OBJECT NAME	2016 Adopted Budget	Increase/ Decrease	2016 Mod Budget
XXXX	PSCH, Inc.	$0	$265,106	$265,106

and be it further

2ND **RESOLVED**, that the County Executive be and hereby is authorized to execute a contract amendment with Pederson Krag Center and a new contract with PSCH, Inc.; and be it further

3rd **RESOLVED**, that the 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 # 53-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1718

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed

AMENDING THE 2016 ADOPTED OPERATING BUDGET TO RE-ALLOCATE FUNDS FROM PEDERSON KRAG CENTER TO PSCH, INC. FOR THE PURPOSE OF OPERATING CHEMICAL DEPENDENCY PROGRAMS.

3. Purpose or Proposed Legislation

This legislation is needed to transfer funding included in the 2016 Adopted Operating Budget due to a full asset merger of Pederson Krag Center with PSCH, Inc. Pederson Krag Center will continue providing program services through 9/30/16, and PSCH, Inc. will begin operation on 10/1/16 of these programs.

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

State Aid Funding from NYS OASAS and Local Assistance included in the 2016 Adopted Operating Budget.

9. Timing of Impact

Immediate upon approval of the resolution and execution of contract amendment with the current provider and a contract with the new provider.

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Susan Hodosky	Susan Hodosky	7/1/16
Principal Financial Analyst		
Suzanne MARTIN	Suzanne Martin	7-13-16
Pr Budget Examiner		

SCIN FORM 175b (10/95)

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

1718

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

NEW YORK STATE | Office of Alcoholism and Substance Abuse Services

ANDREW M. CUOMO
Governor

ARLENE GONZÁLEZ-SÁNCHEZ, M.S., L.M.S.W.
Commissioner

June 29, 2016 1718

Ms. Shavone Hamilton
Chief Operating Officer
PSCH Inc.
142-01 20th Avenue
Flushing NY 11351

Re: Certification Application #: 2016-052
Contingent Approval

Dear Ms. Hamilton:

The Office of Alcoholism and Substance Abuse Services (OASAS) is issuing contingent approval of the Certification Application from PSCH Inc. to merge with the Pedersen-Krag Center, Inc.

Contingent approval is not authorization to implement the action requested. OASAS will issue a final approval letter with Operating Certificate following a determination that the contingency listed below is satisfactorily met:

- A copy of the filing receipt from the New York State Department of State.

Please forward your response to the contingency directly to me and continue to use Certification Application #: 2016-052 when corresponding with OASAS regarding this application. Thank you.

Sincerely,

Michele Woods

Michele Woods
Certification Bureau and
Systems Management

Cc: Cheri Brown
Antonette Whyte-Etere
Steve Rabinowitz
Janet Paloski
Rachel Fernbach, Esq.
Ms. Ann Marie Csorny, Acting Director (Division of Community Mental Health Services, Suffolk County Department of Health Services)

NEW YORK STATE | Office of Alcoholism and Substance Abuse Services

1718

ANDREW M. CUOMO
Governor

ARLENE GONZÁLEZ-SÁNCHEZ, M.S., L.M.S.W.
Commissioner

June 29, 2016

Rachel Fernbach, Esq.
Moritt Hock & Hamroff LLP
400 Garden City Plaza – Suite 202
Garden City, New York 11530

Re: Certificate of Merger of PSCH Inc. and Pedersen-Krag Center, Inc. (CA #: 2016-052)

Dear Ms. Fernbach:

Enclosed is the consent of the Office of Alcoholism and Substance Abuse Services (OASAS) to file the above referenced Certificate of Merger with the Secretary of State.

Once the Certificate of Merger has been filed with the Secretary of State, please send me a copy of the "filing receipt" for our records. Thank you.

Sincerely,

Janet Paloski

Janet Paloski
Director
Bureau of Certification and
Systems Management

Enclosure
Cc: (w/o enc.) Mark Boss
Shavone Hamilton

1718

STATE OF NEW YORK

OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES

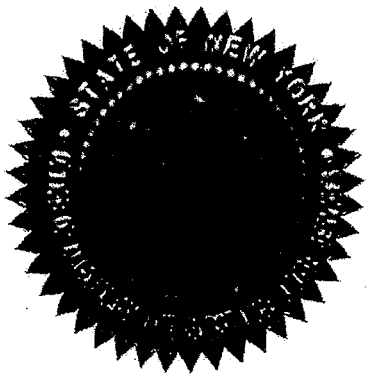
ALBANY, NEW YORK

KNOWN ALL PERSONS BY THESE PRESENTS:

Pursuant to the provisions of Article 32 of the Mental Hygiene Law, and Section 904 of the Not-For-Profit Corporation Law, approval is hereby given to the filing of the Certificate of Merger of

PSCH INC.
and
PEDERSON-KRAG CENTER, INC.
into
PSCH INC.

This approval shall not be construed as an authorization for the Corporation to engage in any activity for which the provisions of Article 32 of the Mental Hygiene Law require an Operating Certificate to be issued by the Office of Alcoholism and Substance Abuse Services unless said Corporation has been issued such Operating Certificate; nor shall it be construed to eliminate the need for the said Corporation to meet any and all of the requirements and conditions precedent set forth in Article 32 of such law and the regulations promulgated thereunder for issuance of said Operating Certificate.



IN WITNESS WHEREOF, this instrument is Executed and the Seal of the New York State Office of Alcoholism and Substance Abuse Services is affixed this 29th day of June, 2016

ROBERT A. KENT
GENERAL COUNSEL
NYS OASAS

By: Janet L. Paloski
Director
Bureau of Certification and
Systems Management

Janet Paloski

New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

County: Suffolk (52)

Region: Long Island

Fiscal Year : 2016

As of: 01/20/2016

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts: Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
00172		3520 00	992	812,926	345,973	466,953	466,953	013F		370,520	96,433	0	
Huntington Youth Bureau Youth Development Research Institute, Inc.		5520 00	90142	235,001	48,722	186,279	186,279	013F		158,819	27,460	0	
		5550 00	90817	4,934	0	4,934	4,934	013M		4,070	864	0	
		Agency 00172 Total:		**1,052,861**	**394,695**	**658,166**	**658,166**			**533,409**	**124,757**	**0**	
00290		3520 00	776	1,134,140	457,015	677,125	677,125	013F		558,250	118,875	0	
Alternatives Counseling Services, Inc.		5520 00	90143	214,536	0	214,536	214,536	013F		196,107	18,429	0	
		Agency 00290 Total:		**1,348,676**	**457,015**	**891,661**	**891,661**			**754,357**	**137,304**	**0**	
00352		3520 00	1203	1,327,958	425,981	901,977	901,977	013F		755,531	146,446	0	
The Young Men's Christian Association of Long Island, Incorporated		5520 00	90145	349,472	272	349,200	349,200	013F		341,992	7,208	0	
		Agency 00352 Total:		**1,677,430**	**426,253**	**1,251,177**	**1,251,177**			**1,097,523**	**153,654**	**0**	
00372		3520 00	560	1,064,131	632,132	431,999	431,999	013F		350,054	81,945	0	
Town of Babylon		**Agency 00372 Total:**		**1,064,131**	**632,132**	**431,999**	**431,999**			**350,054**	**81,945**	**0**	
00667		3520 00	7116	929,465	475,410	454,055	454,055	013M		333,043	121,012	0	
Town of Smithtown		4078 00		245,157	0	245,157	245,157	013M		245,157	0	0	
		5520 00	90146	348,825	65,128	283,697	283,697	013F		283,697	0	0	
		Agency 00667 Total:		**1,523,447**	**540,538**	**982,909**	**982,909**			**861,897**	**121,012**	**0**	
02011		5520 00	90193	197,514	0	197,514	197,514	013M		193,680	3,834	0	
Riverhead Community Awareness Program		5550 00	90638	112,707	0	112,707	112,707	013M		110,687	2,020	0	
		Agency 02011 Total:		**310,221**	**0**	**310,221**	**310,221**			**304,367**	**5,854**	**0**	

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New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

County: Suffolk (52)

Region: Long Island

Fiscal Year : 2016

As of: 01/20/2016

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts: Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
16320	Y	3528 00	52394	287,713	79,666	208,047	208,047	013M		208,047	0	0	
Hope for Youth, Inc.		5520 00	90875	200,097	0	200,097	200,097	013M		75,000	125,097	0	
		Agency 16320 Total:		**487,810**	**79,666**	**408,144**	**408,144**			**283,047**	**125,097**	**0**	
16390		3078 00	52618	82,286	0	82,286	82,286	013M		82,286	0	0	
Concern For Independent Living, Inc		**Agency 16390 Total:**		**82,286**	**0**	**82,286**	**82,286**			**82,286**	**0**	**0**	
16810		3520 03	6429	1,082,357	522,111	560,246	560,246	013M		560,246	0	0	
Daytop Village, Inc.		**Agency 16810 Total:**		**1,082,357**	**522,111**	**560,246**	**560,246**			**560,246**	**0**	**0**	
20580		3510 00	8019	1,818,055	92,365	1,725,690	1,725,690	013F		1,626,577	99,113	0	
Catholic Charities of the Diocese of Rockville Centre		3520 00	50121	1,018,646	822,887	195,759	195,759	013M		114,944	80,815	0	
		3520 01	50125	686,285	414,458	271,827	271,827	013M		48,376	223,451	0	
		Agency 20580 Total:		**3,522,986**	**1,329,710**	**2,193,276**	**2,193,276**			**1,789,897**	**403,379**	**0**	
22270		3570 00	51329	770,231	168,737	601,494	601,494	013F		590,507	10,987	0	
SCO Family of Services	P	3570 01	52107	529,320	114,481	414,839	414,839	013F		414,839	0	0	
		Agency 22270 Total:		**1,299,551**	**283,218**	**1,016,333**	**1,016,333**			**1,005,346**	**10,987**	**0**	
23220		5520 00	90194	2,601,054	1,549,557	1,051,497	1,051,497	013M		1,028,264	23,233	0	
Eastern Suffolk BOCES		5550 00	90655	431,788	252,920	178,868	178,868	013M		174,768	4,100	0	
		Agency 23220 Total:		**3,032,842**	**1,802,477**	**1,230,365**	**1,230,365**			**1,203,032**	**27,333**	**0**	

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New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

County: Suffolk (52) | Fiscal Year : 2016 | As of: 01/20/2016

Region: Long Island

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts: Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
31360		3520 03	52648	1,353,834	590,957	762,877	762,877	013M		590,616	172,261	0	
Outreach Development Corporation		Agency 31360 Total:		1,353,834	590,957	762,877	762,877			590,616	172,261	0	
33200		5520 00	90201	231,807	63,087	168,720	168,720	013F		129,842	38,878	0	
Human Understanding & Growth Seminars		Agency 33200 Total:		231,807	63,087	168,720	168,720			129,842	38,878	0	
48170		5520 00	90845	322,429	0	322,429	322,429	013F		275,551	46,878	0	
West Islip Youth Enrichment Services, Inc.		Agency 48170 Total:		322,429	0	322,429	322,429			275,551	46,878	0	
50430		3520 00	51802	1,149,505	779,700	369,805	369,805	013M		127,993	241,812	0	
PSCH, Inc. as Sponsor, Pederson-Krag Center, Inc. as Operator		3520 01	51803	976,999	731,673	245,326	245,326	013M		75,635	169,691	0	
		3520 02	50376	1,120,874	862,205	258,669	258,669	013M		159,796	98,873	0	
		4072 00	52399	41,627	0	41,627	41,627	013F		41,627	0	0	
		5520 00	90335	145,430	430	145,000	145,000	013F		145,000	0	0	
		Agency 50430 Total:		3,434,435	2,374,008	1,060,427	1,060,427			550,051	510,376	0	
50440		3100 00	90875	375,354	0	375,354	375,354	013M		375,354	0	0	
Family Service League, Inc.		3520 00	50994	730,288	521,919	208,369	208,369	013M		88,044	120,325	0	
		3520 01	51813	1,528,539	1,037,792	490,747	490,747	013M		260,038	230,709	0	
		3520 02	52084	541,610	519,302	22,308	22,308	013M		22,308	0	0	
		3520 03	52640	820,538	454,766	365,772	365,772	013M		197,030	168,742	0	
		5520 00	90842	94,496	0	94,496	94,496	013F		94,496	0	0	
		Agency 50440 Total:		4,090,825	2,533,779	1,557,046	1,557,046			1,037,270	519,776	0	

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New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

County: Suffolk (52)

Region: Long Island

Fiscal Year : 2016

As of: 01/20/2016

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts: Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
70370		0890 01	70002	925,583	0	925,583	925,583	013S		226,061	699,522	0	
Suffolk County Department of Health Services		2050 01	6731	2,105,704	723,518	1,382,186	1,382,186	013F		781,670	600,516	0	
		2050 02	3097	2,651,146	1,107,322	1,543,824	1,543,824	013M		1,018,247	525,577	0	
		2050 03	202	2,132,338	875,010	1,257,328	1,257,328	013M		740,486	516,842	0	
		2050 04	201	1,982,740	519,473	1,463,267	1,463,267	013M		899,189	564,078	0	
		4072 00	52400	48,555	0	48,555	48,555	013F		48,555	0	0	
		Agency 70370 Total:		**9,846,066**	**3,225,323**	**6,620,743**	**6,620,743**			**3,714,208**	**2,906,535**	**0**	
81980		5990 00	52752	111,169	0	111,169	111,169	013M		86,632	24,537	0	
The Long Island Home d/b/a South Oaks Hospital		**Agency 81980 Total:**		**111,169**	**0**	**111,169**	**111,169**			**86,632**	**24,537**	**0**	
83220		3520 00	50023	1,315,420	1,133,257	182,163	182,163	013M		95,439	86,724	0	
John T. Mather Hospital of Port Jefferson, New York, Inc.		**Agency 83220 Total:**		**1,315,420**	**1,133,257**	**182,163**	**182,163**			**95,439**	**86,724**	**0**	
85340		3520 00	50101	528,542	360,424	168,118	168,118	013M		165,130	2,988	0	
Brookhaven Memorial Hospital Medical Center, Inc.		**Agency 85340 Total:**		**528,542**	**360,424**	**168,118**	**168,118**			**165,130**	**2,988**	**0**	

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New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

County: Suffolk (52) | Fiscal Year : 2016 | As of: 01/20/2016

Region: Long Island

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts: Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
County Suffolk (52) Summary - All Agencies:				37,719,125	16,748,650	20,970,475	20,970,475			15,470,200	5,500,275	0	
Less Direct Contracts/DASNY:				0	0	0	0			0	0	0	
Approved LGU Funding:				37,719,125	16,748,650	20,970,475	20,970,475			15,470,200	5,500,275	0	

Signature

Date 1/28/16

(c) NYS Office of Alcoholism and Substance Abuse Services, All Rights Reserved

1718

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: James L. Tomarken, MD, MPH, MBA, MSW
Commissioner, Department of Health Services

From: Ann Marie Csorny, LCSW
Acting Director, Division of Community Mental Hygiene Services

Date: **June 29, 2016**

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to re-allocate funding from Pederson Krag Center to PSCH, Inc. due to a full asset merger of Pederson Krag with PSCH on October 1, 2016. The New York State Office of Alcoholism and Substance Abuse Services (NYSOASAS) supports the merger of these agencies on said date.

I am attaching drafts of the fiscal impact statement, intro resolution and routing form as well as the letter from the NYSOASAS Certification Bureau and email from Antonette Whyte-Etere of the Long Island Field Office.

AMC/PM
Enclosures
Cc: S. Hodosky, D. Holtsford, S. Reagan, G. Terry, B. Russo

Public Health
Prevent. Promote. Protect.

DIVISION OF COMMUNITY MENTAL HYGIENE
North County Complex, Building C928, 725 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788
(631) 853-8500 FAX: (631) 853-3117

1718

2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Amending the 2016 Adopted Operating Budget to re-allocate funds from Pederson-Krag Center to PSCH, Inc. for the purpose of operating chemical dependency programs.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to transfer funding included in the 2016 Adopted Operating Budget due to a full asset merger of Pederson Krag Center with PSCH, Inc. Pederson Krag Center will continue providing program services through 9/30/16, and PSCH, Inc. will begin operation on 10/1/16 of these programs.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This legislation is needed to transfer funding included in the 2016 Adopted Operating Budget due to a full asset merger of Pederson Krag with PSCH, Inc. Pederson Krag Center will continue providing program services through 9/30/16, and PSCH, Inc. will begin operation on 10/1/16 of these programs, which provide chemical dependency services to the residents in Suffolk County.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

1718

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 29, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2016 Adopted Operating Budget to re-allocate funds from Pederson Krag Center to PSCH, Inc. for the purpose of operating chemical dependency programs. This legislation is needed to transfer funding included in the 2016 Adopted Operating Budget due to a full asset merger of Pederson Krag Center with PSCH, Inc. Pederson-Krag Center will continue providing program services through 9/30/16, and PSCH, Inc. will begin operation on 10/1/16 of these programs, which provide chemical dependency services to residents in Suffolk County.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Barbara Russo at 3-8533. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH PK to PSCH OASAS.docx."

Sincerely,

James Tomarken

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, MPA, Assistant to the Commissioner of Health Services
Ann Marie Csorny, Director, Division of Community Mental Hygiene Services
Barbara Russo, Principal Financial Analyst
Susan B. Hodosky, Principal Financial Analyst

Public Health
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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

1719

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS FROM NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $566,745 FOR THE PUBLIC HEALTH TUBERCULOSIS PREVENTION AND CONTROL PROGRAM ("TBPC") ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PATIENT CARE AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County State funds under the Tuberculosis Prevention and Control Program to be administered by the Suffolk County Department of Health Services, Division of Patient Care; and

WHEREAS, the TBPC will maintain and expand TB control, support TB prevention activities and work toward the national objective of TB elimination; and

WHEREAS, this grant has a start date of 03/31/16 and ends on 03/30/17 in which the County will receive 100% grant funding in the amount of $566,745 for the TBPC Program; and

WHEREAS, a portion of said funds have been included in the 2016 Operating Budget; and

WHEREAS, the TBPC grant includes funding for the Department of Health Services to continue the employment of one (1) Registered Nurse Supervisor-Clinic (full-time), one (1) Registered Nurse (full-time), one (1) Community Service Worker (full-time), two (2) Community Service Worker Spanish Speaking (full-time), one (1) Medical Records Clerk (full-time), one (1) Medical Assistant Spanish Speaking (full-time); and

WHEREAS, these positions already exist and are partially funded in the 2016 Operating Budget in 001-HSV-4160; now, therefore be it

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept $566,745 and appropriate said grant funds as follows:

TBPC - $566,745

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4162	3461	$566,745

ORGANIZATIONS

Suffolk County Department of Health
Services
Tuberculosis Prevention
and Control Program
(TBPC)
001-HSV-4162 $566,745

1000-PERSONNEL SERVICES: $337,197

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4162	1110	0000	Interim Salaries	$337,197

3000-SUPPLIES: $750

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4162	3010	0000	Office Supplies	$750

4000-CONTRACTUAL EXPENSES: $76,781

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4162	4010	0000	Telephone & Telegraph	$2,288
001	HSV	DEG	4162	4330	0000	Travel Employee Contracts	$23,289
001	HSV	DEG	4162	4560	0000	Fee For Service: Non-Employee	$51,204

Employee Benefits

8000-EMPLOYEE BENEFITS: $152,017

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	DE	9030	8330	0000	Social Security	$20,019
001	EMP	ME	9010	8280	0000	Retirement	$44,747
001	EMP	DE	9080	8380	0000	Welfare Fund	$6,892
039	EMP	ODE	9060	8360	0000	Major Medical Claims	$80,359

Interfund
Transfer
Transfer to Employee Medical Health
Plan
001-IFT-E039 - $80,359

9000-INTERFUND TRANSFERS: $80,359

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	IFT	DE	E039	9600	0000	Transfer to Funds	$80,359

and be it further

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

REVENUES

Fund	Department	Unit	Revenue Code	Amount
039	IFT	E039	R001	$80,359

and be it

3rd **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 funded by this resolution at the conclusion of the grant funding provided for such positions funded by said grant; and be it further

4th **RESOLVED**, that the County Executive be and hereby is authorized to execute related agreements; and be it further

5th **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

HSV# 54-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1719

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $566,745 for the Tuberculosis Prevention and Control Program ("TBPC") program to be administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements.

3. Purpose or Proposed Legislation

This legislation is needed to accept and appropriate 100% State grant funds from New York State Department of Health for the Tuberculosis Prevention and Control Program. This program will maintain and expand TB control, support TB prevention activities and work toward the national objective of TB elimination.

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.

None

8. Proposed Source of Funding

100% State grant funds from the New York State Department of Health

9. Timing of Impact

2016-2017

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Susan Hodosky *Principal Financial Analyst*	Susan B Hodosky	7/5/16
Suzanne MARTIN Pr Budget Examiner	Suzanne Martin	7-19-16

SCIN FORM 175b (10/95)

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

1719

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

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 6/27/2016
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 Multi Year Grant

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

   Tuberculosis Prevention and Control

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.)

   Bring newly diagnosed TB patients for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 90%.

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: 3/31/2016 To: 3/30/2017

2. 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	$ 566,745.00	100.0%				
Private						
County	$0.00	0.0%				
Total	$ 566,745.00	100.0%				

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.)?

There will be a reduction in revenue and services.

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 2016		PAGE 1 OF 3
Category	***Appropriation Number Grantor Funds***	***Appropriation Number County Funds***	***Appropriation Number In-Kind Contribution***	***Remarks***
PERSONAL SERVICES:	$337,197.00		$0.00	
1100 Permanent Salaries	0.00		0.00	
1110 Interim Salaries	337,197.00		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	$750.00		$0.00	
3010 Office Supplies	750.00			
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	0.00		0.00	
3650 Rent: Buildings	0.00		0.00	
3680 Repairs, Special Equip				
UTILITIES:	$2,288.00		$0.00	
4010 Telephone & Telegraph	2,288.00		0.00	
TRAVEL:	$23,289.00		$0.00	
4330 Travel Employee Contracts	23,289.00		0.00	
4340 Travel Other Contracts	0.00			

GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 2016		PAGE 2 OF 3
Category	***Appropriation Number Grantor Funds***	***Appropriation Number County Funds***	***Appropriation Number In-Kind Contribution***	***Remarks***
FEES FOR SERVICES:	$51,204.00		$0.00	
4210: Computer Services	$0.00			
4330: Travel: Employee Contracts	0.00			
4560: Fees for Services, Non-Employees	0.00			
Outreach Worker-Macias Lus	51,204.00		0.00	
Sunrise Labs	0.00		0	
CONTRACTED SERVICES (List)	$0.00		$0.00	
4980 Contracted Agencies	0.00		0.00	
	$0.00			
EMPLOYEE BENEFITS:	$152,017.00		$0.00	
8280 Retirement	44,747.00			
8300 Insurance: Worker's Compensation				
8330 Social Security	20,019.00			
8360 Health Insurance	80,359.00			
8380 Dental Insurance	6,892.00			
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

DETAIL LISTING OF PERSONAL SERVICES

					Source of Funding by %			
Title of Position	***Grade***	***Step***	***Salary***	***Employee Name***	***Grantor***	***County***	***In-Kind***	***Remarks***
Registered Nurse Supvr-Clinic	22	*12*	$ 81,380	Diaz, Lourdes	100%			
Registered Nurse	19	*12*	$ 71,396	Gordon, Jean	60%			
Comm Svc Wrkr (Sp Spkg)	12	*8*	$ 48,022	Jimenez, Yesenia	100%			
Community Service Worker	12	*12*	$ 51,740	Shepski, Thel	50%			
Comm Svc Wrkr (Sp Spkg)	12	*12*	$ 51,740	Salcedo, Enoc	100%			
Medical Records Clerk	11	*8*	$ 46,709	Juarez, Ilda	100%			
Med Assist (Sp Spkg)	11	*8*	$ 40,638	Matias, Susan	100%			

GMS # 2327
Award letter

NEW YORK
state department of
HEALTH

Howard A. Zucker, M.D., J.D.
Acting Commissioner of Health

Sue Kelly
Executive Deputy Commissioner

June 18, 2014

James L. Tomarken, MD MSW, MPH, MBA, FRCPC, FACP
Commissioner
Suffolk County Department of Health Services
3500 Sunrise Highway, Suite 124
Great River, NY 11739-9006

Re: Contract # C-029376

Dear Dr. Tomarken:

The New York State Department of Health Bureau of Tuberculosis Control (BTBC) invites the Suffolk County Department of Health Services to apply for continued funding to support your Tuberculosis Prevention and Control Program. Up to $2,618,000.00 is available to Suffolk County Department of Health Services for the total five year contract term March 31, 2014 through March 30, 2019. Funds will be allocated on annual amount of $523,600.00.

BTBC will continue to utilize a multi-year contract term to streamline the contract administration process. The multi-year contract requires a separate budget and work plan for each budget period. Any future adjustments to the budget or work plan will be handled through the budget/work plan modification process. Any change in the total available funding will require a formal contract amendment through the submission of an amendment. Please note that future awards are contingent upon available funding.

Funds are to be used to maintain and expand TB control program infrastructure, and support TB prevention and control activities. Funds can be used to support salaries, fringe benefits, travel, staff training, to purchase client incentives/enablers, supplies, and educational materials. Contract funds can NOT be used to supplant existing county funds or pay for construction. The purchase of equipment should not be considered in the initial budget.

To qualify for contractual funding, the local health department must agree to work toward the national objective of TB elimination. The TB work plan has several objectives and is intended to measure your program's success toward achieving the national objectives. For each objective, you will be required to develop an implementation plan/activity and identify the staff responsible for implementing the plan/activity. Include at the end of the work plan a key for responsible staff, title and name.

Using the attached Master Contract budget and work plan templates, please submit a budget, budget justification and work plan for each budget period electronically to Ms. Lourdes M. Cacciotti at lourdes.cacciotti@health.ny.gov by June 30, 2014.

If you have fiscal questions or require assistance, please contact Ms. Cacciotti at 518-474-4845. Programmatic work plan issues should be discussed with Mr. Christopher Klemfuss at 518-474-4845 or by e-mail at Christopher.Klemfuss@health.ny.gov. Thank you.

Sincerely,

Stephen E. Hughes, Ph. D.
Assistant Director
Bureau of Tuberculosis Control

PROPOSED USE OF 2016-17 COLA

Contact Person (for questions regarding COLA request): Lourdes Graver
Phone: 518-474-4845

Contractor Name: Suffolk County Health Department
Contract Initiative: Tuberculosis Prevention & Control
Contract No.: C029376

FY 16-17 COLA Award: $ 43,145
Budget Period (Claim Period): 4/1/2016-3/31/2017

Budget Item	Total COLA Expenditures	Description of how the expense relates to the program/initiative
Personal Services (PS + Fringe Benefits)		
PATRICIA BERGMAN, REGISTERED NURSE	$ 43,145.00	Staff Salary is directly related to staff retention; which guarantees the continuity of service. Salary for the time period of April 1, 2016 through March 31, 2017.
Subtotal PS/FB	**$ 43,145.00**	
Non Personal Services (NPS)		
Subtotal NPS	**$ -**	
GRAND TOTAL	**$ 43,145.00**	

Contractor Approval
Signed:

Title:

Date:

In the event that this COLA award is greater than $25,000, I acknowledge the Department's MWBE usage goal of 30%, and if applicable, will take ste towards meeting that requirement.

Contract/Program Manager Approval (DOH)
Signed:

Title:

Date:

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1719

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: Susan B. Hodosky
Principal Financial Analyst

From: Gary Amato
Accountant

Date: June 30, 2016

Subject: Request for Legislative Resolution—Tobacco ATUPA COLA Award

---

The Division of Preventive Medicine is requesting a legislative resolution to accept and appropriate $566,745 in State grant funds for the Tuberculosis Prevention and Control grant. The grant period is from 4/1/16-3/31/17. These funds are to be used for existing positions, employee benefits and program expenses necessary to run the program. These funds need to be added to the 2016 Adopted Operating Budget.

Grant coordination forms and the award letter have been provided. Please prepare the resolution accordingly.

Public Health
Prevent. Promote. Protect.

DIVISION OF PREVENTIVE MEDICINE
H. Lee Dennison Building, 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, NY 11788
(631) 853-3032 Fax (631) 853-6208

2016 Intergovernmental Relations
Memorandum of Support

1719

TITLE OF BILL: Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $566,745 for the Tuberculosis Prevention and Control Program ("TBPC") program to be administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% State grant funds from New York State Department of Health for the Tuberculosis Prevention and Control Program.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This program will maintain and expand TB control, support TB prevention activities and work toward the national objective of TB elimination.

FISCAL IMPLICATIONS: Accept and appropriate $566,745 in additional grant funds to the 2016 Adopted Operating Budget

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1719

DEPARTMENT OF HEALTH SERVICES

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

June 30, 2016

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% State grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for the Tuberculosis Prevention and Control Program. This program will maintain and expand TB control, support TB prevention activities and work toward the national objective of TB elimination.

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

Sincerely,

James Tomarken

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
Shaheda Iftikhar, MD, Director of Public Health
Susan Hodosky, Principal Financial Analyst

Public Health
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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

1720

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS FROM THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOOD AND DRUG ADMINISTRATION IN THE AMOUNT OF $70,000 FOR THE CONTINUING TO ADVANCE SUFFOLK COUNTY'S CONFORMANCE WITH THE VOLUNTARY NATIONAL RETAIL FOOD REGULATORY PROGRAM STANDARDS (VNRFRPS) ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PUBLIC HEALTH AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the Department of Health and Human Services Food and Drug Administration has awarded Suffolk County Federal funds under the Continuing to Advance Suffolk County's Conformance with the VNRFRPS grant to be implemented by the Suffolk County Department of Health Services, Division of Public Health; and

WHEREAS, the VNRFRPS will provide funds to the Department of Health Services to support an increase in active managerial control and decrease in the occurrence of risk factors that contribute to food borne illness; and

WHEREAS, this grant has a start date of 09/10/15 and ends on 06/30/16 in which the County will receive 100% grant funding in the amount of $ 70,000 for the VNRFRPS; and

WHEREAS, as said funds have not been included in the 2016 Operating Budget; now, therefore be it

1st **RESOLVED**, the County Comptroller be and they hereby are authorized to accept $70,000 and appropriate said grant funds as follows:

VNRFRPS - $70,000

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4120	4420	$70,000

ORGANIZATIONS

Suffolk County Department of Health Services

Division of Public Health

Voluntary National Retail Food Regulatory Program Standards
001-HSV-4120 $70,000

4000-CONTRACTUAL EXPENSES: $70,000

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4120	4560	0000	Fee For Service: Non-Employee	$70,000

and be it further

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 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

HSV# 57-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1720

Resolution X Local Law ____ Charter Law ____

Title of Proposed Legislation
Accepting and Appropriating 100% Federal grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements.

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate 100% Federal grant funds from the Food and Drug Administration for Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS).

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

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:
Not applicable

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
None

8. Proposed Source of Funding
100% Federal grant funds from the Department of Health and Human Services Food and Drug Administration

9. Timing of Impact
2015-2016

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*Date*
Susan Hodosky *Principal Financial Analyst*	Susan B Hodosky	7/5/16
Suzanne Martin Pr Budget Examiner	Suzanne Martin	7-19-16

SCIN FORM 175b (10/95)

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

1720

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

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 6/16/2016
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 This is year 1 of a 5 year contract.

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

Continuing to Advancing Suffolk County's Conformance with Voluntary National Retail Food Regulatory Program Standards (VNRFRPS).

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

3. Grant / Contract Status (Check One Box)

__X__ A. New Program Application
_____ 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.)

The objective of the project is to advance Suffolk County's conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS).

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: 9/1/2015 To: 6/30/2016

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$70,000.00	100.0%				
State	$ -	0.0%				
Private						
County	$0.00	0.0%				
Total	$ 70,000.00	100.0%				

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:		2. Signature of Coordinator	3. Date
	Approved		
	Disapproved		

4. Comments

5. Budget Office Review		6. Signature of Budget Director	7. Date
	Approved		
	Disapproved		

8. Comments

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2016

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		0.00	
SUPPLIES, MATERIALS, OTHER	$0.00		$0.00	
3010 Office Supplies				
3020 Postage				
3040 Printing				
3070 Memberships & Subscrip.	0.00			
3100 Instructional Supplies	0.00			
3160 Computer Software				
3310 Clothing & Accessories	0.00			
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	0.00			

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2016

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
FEES FOR SERVICES:	$70,000.00		$0.00	
4210: Computer Services	$0.00			
4330: Travel: Employee Contracts	0.00			
4560: Fees for Services, Non-Employees	70,000.00			
CONTRACTED SERVICES (List)	$0.00		$0.00	
4980 Contracted Agencies	0.00		0.00	
HRH Healthcare, Inc.	$0.00			
EMPLOYEE BENEFITS:	$0.00		$0.00	
8280 Retirement				
8300 Insurance: Worker's Compensation				
8330 Social Security				
8360 Health Insurance				
8380 Dental Insurance				
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

DETAIL LISTING OF PERSONAL SERVICES

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

Notice of Grant Award

RESEARCH DEMONSTRATION COOPERATIVE AGREEMENTS

Issue Date: 09/10/2015

Department of Health and Human Services
FOOD AND DRUG ADMINISTRATION

Grant Number: 1U18FD005632-01
FAIN: U18FD005632

Principal Investigator:
CHRISTOPHER SORTINO, BS

Project Title: Continuing to Advance Suffolk County's Conformance with the VNRFRPS

11739-9006 Tomarken, James L
1116000464B1
3500 Sunrise Highway, Suite 124
Great River, NY 117399006

Award e-mailed to: james.tomarken@suffolkcountyny.gov

Budget Period: 09/10/2015 – 06/30/2016
Project Period: 09/10/2015 – 06/30/2020

Dear Business Official:

The Food and Drug Administration hereby awards a grant in the amount of $70,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to SUFFOLK COUNTY DEPT/HEALTH SERVICES in support of the above referenced project. This award is pursuant to the authority of PHS Act,Sec 1706,42 USC 300u-5,as amended;Sec2(d),PL 98-551 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the Grants Management Specialist and the Project Officer listed in the terms and conditions.

Sincerely yours,

Kimberly Pendleton
Grants Management Officer
Office of Acquisitions & Grants Services
Division of Acquisition Support and Grants
Grants & Assistance Team
FOOD AND DRUG ADMINISTRATION

See additional information below

COUNTY OF SUFFOLK

1720

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

PRIVILEGED AND CONFIDENTIAL
INTER-OFFICE/INTRA-AGENCY COMMUNICATION
NOT SUBJECT TO FOIL DISCLOSURE

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

From: Chris Sortino
Chief Public Health Sanitarian, Bureau of Public Health Protection

Date: July 1, 2016

Subject: Request for Introductory Resolution for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) Grant (9/10/15 – 6/30/16); $70,000.

Please request a legislative Introductory Resolution to appropriate funds for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) (9/10/15 – 6/30/16); $70,000.

Program Description:
The objective of the grant is to continue the advancement of Suffolk County's conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS). The VNRFRPS define what constitutes a highly effective and responsive program for the regulation of food service and retail food establishments. The objectives of the VNRFRPS are in an increase in active managerial control, a decrease in the occurrence of risk factors that contribute to foodborne illness and reduced rates of foodborne illness.

The grant provides reimbursement for:

- Consultant services to enhance the food protection program with an online portal which will enable the Bureau to communicate and interact with food service operators and the general public in an efficient electronic format. The dual-access platform will allow food establishment operators and the general public to submit, and the Bureau to respond to, applications, service requests, payments and complaints.
- Consultant services to enhance the food protection database with customized reports which will enable us to conduct statistical analysis such as violations cited and inspector productivity.
- Call processor – The call processor will allow industry and the general public to access services in a more user friendly format and to access information 24 hours a day.

Public Health
Prevent. Promote. Protect.

BUREAU OF PUBLIC HEALTH PROTECTION
360 Yaphank Avenue, Suite 2A, Yaphank, NY 11980 (631) 852-5900 FAX (631) 852-5871

1720

- Touchscreen computer kiosk – The kiosk will allow industry and the general public to walk in to our office and access services ion multiple languages. The kiosk will feature our online portal and will allow individuals to apply for permits, pay bills, make complaints and access all services available on our online portal.
- Travel expenses for training.
- Supplies such as shirts, caps and lab coats worn by sanitarians conducting food inspections.
- Food inspection supplies – Thermometers, flashlights and other equipment necessary to conduct food service inspections.
- Classroom training supplies –For hands-on demonstrations in our food safety class.

cc: Susan Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

CHILD HEALTH - IMMUNIZATION PROGRAM
3500 Sunrise Highway, Ste. 124, PO Box 9006, Great River, NY 11739-9006
(631) 854-0222 Fax (631) 854-0089

1720

2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting and Appropriating 100% Federal grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% Federal grant funds from the Food and Drug Administration for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS).

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: Food and Drug Administration is providing funds to the Department of Health Services to support an increase in active managerial control and decrease in the occurrence of risk factors that contribute to food borne illness.

FISCAL IMPLICATIONS: Accept and appropriate additional $70,000 in federal grant funds to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1720

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

July 1, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2016 Adopted Operating Budget to accept and appropriate 100% Federal grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS), administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. The term of this resolution is 9/10/15 and ends on 6/30/16. These funds will support an increase in active managerial control and decrease in the occurrence of risk factors that contribute to food borne illness.

I enclose the financial impact statement and other 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-PH VNRFRPS Continuing.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, MPA, Assistant to the Commissioner of Health Services
Dr. Shaheda Iftikhar, Director of Public Health
Christopher Sortino, Chief Public Health Sanitarian
Susan Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

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

1721

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS FROM THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOOD AND DRUG ADMINISTRATION IN THE AMOUNT OF $70,000 FOR THE CONTINUING TO ADVANCE SUFFOLK COUNTY'S CONFORMANCE WITH THE VOLUNTARY NATIONAL RETAIL FOOD REGULATORY PROGRAM STANDARDS (VNRFRPS) ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PUBLIC HEALTH AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the Department of Health and Human Services Food and Drug Administration has awarded Suffolk County Federal funds under the Continuing to Advance Suffolk County's Conformance with the VNRFRPS grant to be implemented by the Suffolk County Department of Health Services, Division of Public Health; and

WHEREAS, the VNRFRPS will provide funds to the Department of Health Services to support an increase in active managerial control and decrease in the occurrence of risk factors that contribute to food borne illness; and

WHEREAS, this grant has a start date of 07/01/16 and ends on 06/30/17 in which the County will receive 100% grant funding in the amount of $ 70,000 for the VNRFRPS; and

WHEREAS, as said funds have not been included in the 2016 Operating Budget; now, therefore be it

1st **RESOLVED**, the County Comptroller be and they hereby are authorized to accept $70,000 and appropriate said grant funds as follows:

VNRFRPS - $70,000

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4121	4420	$70,000

ORGANIZATIONS

1721

Suffolk County Department of Health Services

Division of Public Health

Voluntary National Retail Food Regulatory Program Standards
001-HSV-4121 $70,000

4000-CONTRACTUAL EXPENSES: $70,000

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4121	4560	0000	Fee For Service: Non-Employee	$70,000

and be it further

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 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

HSV# 58-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1721

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

Title of Proposed Legislation
Accepting and Appropriating 100% Federal grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements.

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate 100% Federal grant funds from the Food and Drug Administration for Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS).

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

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:
Not applicable

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
None

8. Proposed Source of Funding
100% Federal grant funds from the Department of Health and Human Services Food and Drug Administration

9. Timing of Impact
2016-2017

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*Date*
Susan Hodosky *Principal Financial Analyst*	Susan B Hodosky	7/5/16
Suzanne MARTIN Pr Budget Examiner	Suzanne Martin	7-19-16

SCIN FORM 175b (10/95)

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

(72)

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

1721

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 6/30/2016
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 This is year 2 of a 5 year contract.

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

Continuing to Advancing Suffolk County's Conformance with Voluntary National Retail Food Regulatory Program Standards (VNRFRPS).

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.)

The objective of the project is to advance Suffolk County's conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS).

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: 7/1/2016 To: 6/30/2017

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$70,000.00	100.0%				
State	$ -	0.0%				
Private						
County	$0.00	0.0%				
Total	$ 70,000.00	100.0%				

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 2016

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		0.00	
SUPPLIES, MATERIALS, OTHER	$0.00		$0.00	
3010 Office Supplies				
3020 Postage				
3040 Printing				
3070 Memberships & Subscrip.	0.00			
3100 Instructional Supplies	0.00			
3160 Computer Software				
3310 Clothing & Accessories	0.00			
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	0.00			

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2016

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	$70,000.00 $0.00 0.00 70,000.00		$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

DETAIL LISTING OF PERSONAL SERVICES

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

Notice of Grant Award

RESEARCH DEMONSTRATION COOPERATIVE AGREEMENTS

Issue Date: 07/01/2016

Department of Health and Human Services

FOOD AND DRUG ADMINISTRATION

Grant Number: 5U18FD005632-02
FAIN: U18FD005632

Principal Investigator:
CHRISTOPHER SORTINO, BS

Project Title: Continuing to Advance Suffolk County's Conformance with the VNRFRPS

11739-9006 Tomarken, James L
1116000464B1
3500 Sunrise Highway, Suite 124
Great River, NY 117399006

Award e-mailed to: james.tomarken@suffolkcountyny.gov

Budget Period: 07/01/2016 – 06/30/2017
Project Period: 09/10/2015 – 06/30/2020

Dear Business Official:

The Food and Drug Administration hereby awards a grant in the amount of $70,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to SUFFOLK COUNTY DEPT/HEALTH SERVICES in support of the above referenced project. This award is pursuant to the authority of PHS Act,Sec 1706,42 USC 300u-5,as amended;Sec2(d),PL 98-551 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the Grants Management Specialist and the Project Officer listed in the terms and conditions.

Sincerely yours,

Kimberly Pendleton
Grants Management Officer
Office of Acquisitions & Grants Services
Division of Acquisition Support and Grants
Grants & Assistance Team
FOOD AND DRUG ADMINISTRATION

See additional information below

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

PRIVILEGED AND CONFIDENTIAL
INTER-OFFICE/INTRA-AGENCY COMMUNICATION
NOT SUBJECT TO FOIL DISCLOSURE

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

From: Chris Sortino
Chief Public Health Sanitarian, Bureau of Public Health Protection

Date: July 1, 2016

Subject: Request for Introductory Resolution for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) Grant (7/1/16 – 6/30/17); $70,000.

Please request a legislative Introductory Resolution to appropriate funds for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) (7/1/16 – 6/30/17); $70,000.

Program Description:
The objective of the grant is to continue the advancement of Suffolk County's conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS). The VNRFRPS define what constitutes a highly effective and responsive program for the regulation of food service and retail food establishments. The objectives of the VNRFRPS are in an increase in active managerial control, a decrease in the occurrence of risk factors that contribute to foodborne illness and reduced rates of foodborne illness.

The grant provides reimbursement for:

- Consultant services to enhance the food protection program with an online portal which will enable the Bureau to communicate and interact with food service operators and the general public in an efficient electronic format. The dual-access platform will allow food establishment operators and the general public to submit, and the Bureau to respond to, applications, service requests, payments and complaints.
- Consultant services to enhance the food protection database with customized reports which will enable us to conduct statistical analysis such as violations cited and inspector productivity.
- Call processor – The call processor will allow industry and the general public to access services in a more user friendly format and to access information 24 hours a day.

Public Health
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BUREAU OF PUBLIC HEALTH PROTECTION
360 Yaphank Avenue, Suite 2A, Yaphank, NY 11980 (631) 852-5900 FAX (631) 852-5871

- Touchscreen computer kiosk – The kiosk will allow industry and the general public to walk in to our office and access services ion multiple languages. The kiosk will feature our online portal and will allow individuals to apply for permits, pay bills, make complaints and access all services available on our online portal.
- Travel expenses for training.
- Supplies such as shirts, caps and lab coats worn by sanitarians conducting food inspections.
- Food inspection supplies – Thermometers, flashlights and other equipment necessary to conduct food service inspections.
- Classroom training supplies –For hands-on demonstrations in our food safety class.

cc: Susan Hodosky, Principal Financial Analyst

Public Health
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CHILD HEALTH - IMMUNIZATION PROGRAM
3500 Sunrise Highway, Ste. 124, PO Box 9006, Great River, NY 11739-9006
(631) 854-0222 Fax (631) 854-0089

2016 Intergovernmental Relations
Memorandum of Support

1721

TITLE OF BILL: Accepting and Appropriating 100% Federal grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% Federal grant funds from the Food and Drug Administration for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS).

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: Food and Drug Administration is providing funds to the Department of Health Services to support an increase in active managerial control and decrease in the occurrence of risk factors that contribute to food borne illness.

FISCAL IMPLICATIONS: Accept and appropriate additional $70,000 in federal grant funds to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1721

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

July 1, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2016 Adopted Operating Budget to accept and appropriate 100% Federal grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS), administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. The term of this resolution is 7/1/16 and ends on 6/30/17.These funds will support an increase in active managerial control and decrease in the occurrence of risk factors that contribute to food borne illness.

I enclose the financial impact statement and other 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-PH VNRFRPS Continuing 2.docx".

Sincerely,

James Tomarken

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, MPA, Assistant to the Commissioner of Health Services
Dr. Shaheda Iftikhar, Director of Public Health
Christopher Sortino, Chief Public Health Sanitarian
Susan Hodosky, Principal Financial Analyst

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

1722

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. - 2016, AUTHORIZING CERTAIN TECHNICAL CORRECTION TO ADOPTED RESOLUTION NO. 338-2016

WHEREAS, the County Legislature has adopted and the County Executive has signed Resolution No. 338-2016; and

WHEREAS, the 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. 338-2016

In the 1st RESOLVED paragraph change the Unit Code:

FROM:

FEP - $196,123

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4301	4492	$196,123

ORGANIZATIONS

Department of Health Services (HSV)
First Episode Psychosis (FEP) Program
001-HSV-4301 $196,123

1000-PERSONNEL SERVICES: $83,107

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4301	1110	0000	Interim Salaries	$83,107

2000-EQUIPMENT: $8,500

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4301	2010	0000	Furniture	$1,500
001	HSV	DEG	4301	2020	0000	Office Machines	$7,000

3000-SUPPLIES, MATERIAL & OTHER EXPENSES: $28,987

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4301	3010	0000	Office Supplies	$750
001	HSV	DEG	4301	3370	0000	Medical, Dental Lab Supplies	$2,500
001	HSV	DEG	4301	3500	0000	Other	$19,492
001	HSV	DEG	4301	3510	0000	Rent: Business Machines	$1,800
001	HSV	DEG	4301	3650	0000	Repairs: Buildings	$4,445

4000-CONTRACTUAL EXPENSES: $36,125

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4301	4015	0000	Cellular Communications	$250
001	HSV	DEG	4301	4340	0000	Travel: Other	$2,625
001	HSV	DEG	4301	4560	0000	Fees For Service: Non-Employees	$33,250

TO:

FEP - $196,123

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	**4302**	4492	$196,123

ORGANIZATIONS

Department of Health Services (HSV)
First Episode Psychosis (FEP) Program
001-HSV-**4302** $196,123

1000-PERSONNEL SERVICES: $83,107

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	**4302**	1110	0000	Interim Salaries	$83,107

2000-EQUIPMENT: $8,500

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	**4302**	2010	0000	Furniture	$1,500
001	HSV	DEG	**4302**	2020	0000	Office Machines	$7,000

3000-SUPPLIES, MATERIAL & OTHER EXPENSES: $28,987

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	**4302**	3010	0000	Office Supplies	$750
001	HSV	DEG	**4302**	3370	0000	Medical, Dental Lab Supplies	$2,500
001	HSV	DEG	**4302**	3500	0000	Other	$19,492
001	HSV	DEG	**4302**	3510	0000	Rent: Business Machines	$1,800
001	HSV	DEG	**4302**	3650	0000	Repairs: Buildings	$4,445

4000-CONTRACTUAL EXPENSES: $36,125

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	**4302**	4015	0000	Cellular Communications	$250
001	HSV	DEG	**4302**	4340	0000	Travel: Other	$2,625
001	HSV	DEG	**4302**	4560	0000	Fees For Service: Non-Employees	$33,250

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

HSV #48-2016

1722

Intro. Res. No. 1383-2016 Laid on Table 4/12/2016
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 338 -2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% FEDERAL PASS THROUGH GRANT FUNDS FROM THE RESEARCH FOUNDATION FOR MENTAL HYGIENE, INC. IN THE AMOUNT OF $196,123 FOR FIRST EPISODE PSYCHOSIS ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF COMMUNITY MENTAL HYGIENE AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the NYS Office of Mental Hygiene through Research Foundation for Mental Hygiene, Inc. has awarded Suffolk County 100% federal funds under block grant funding for First Episode Psychosis Initiative to be implemented by the Suffolk County Department of Health Services, Division of Community Mental Hygiene; and

WHEREAS, the funding will provide a First Episode Psychosis Program to support a specialized treatment team to provide early intervention services for adolescents and young adults with first-episode psychosis (FEP) in Suffolk County; and

WHEREAS, this grant has a start date of 01/01/2016 and ends on 06/30/2016 in which the County will receive 100% grant funding in the amount of $196,123 for FEP; and

WHEREAS, said funds have not been included in the 2016 Operating Budget; and

WHEREAS, the FEP grant includes funding for the Department of Health Services for partial reimbursement of one (1) Medical Social Worker Assistant (full-time); one (1) Clinical Nurse Practitioner (full-time); one (1) Psychiatric Social Worker (full-time); now, therefore be it

1st **RESOLVED**, the County Comptroller be and they herby are authorized to accept $196,123 and appropriate said grant funds as follows:

FEP - $196,123

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4301	4492	$196,123

ORGANIZATIONS:

Department of Health Services (HSV)
First Episode Psychosis (FEP) Program
001-HSV-4301 $196,123

1722

1000-PERSONNEL SERVICES: $83,107

Fund	Dept.	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4301	1110	0000	Interim Salaries	$83,107

2000-EQUIPMENT: $8,500

Fund	Dept.	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4301	2010	0000	Furniture	$1,500
001	HSV	DEG	4301	2020	0000	Office Machines	$7,000

3000-SUPPLIES: $28,987

Fund	Dept.	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4301	3010	0000	Office Supplies	$750
001	HSV	DEG	4301	3370	0000	Medical, Dental Lab Supplies	$2,500
001	HSV	DEG	4301	3500	0000	Other	$19,492
001	HSV	DEG	4301	3510	0000	Rent: Business Machines	$1,800
001	HSV	DEG	4301	3650	0000	Repairs: Buildings	$4,445

4000-CONTRACTUAL EXPENSES: $36,125

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4301	4015	0000	Cellular Communications	$250
001	HSV	DEG	4301	4340	0000	Travel: Other	$2,625
001	HSV	DEG	4301	4560	0000	Fees For Service: Non-Employees	$33,250

Employee Benefits

8000-EMPLOYEE BENEFITS: $39,404

Fund	Dept.	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	DE	9030	8330	0000	Social Security	$6,358
001	EMP	ME	9010	8280	0000	Retirement	$14,211
001	EMP	DE	9080	8380	0000	Welfare Fund	$1,602
039	EMP	ODE	9060	8360	0000	Major Medical Claims	$17,233

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $17,233

9000-INTERFUND TRANSFERS: $17,233

1722

Fund	Dept.	Budget Type	Unit	Object	Activity	Description	Amount
001	IFT	DE	E039	9600	0000	Transfer to Funds	$17,233

and be it further

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

REVENUES:

Fund	Dept.	Unit	Revenue Code	Amount
039	IFT	E039	R001	$17,233

and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute related agreements; and be it further

4th **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

5th **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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: May 10, 2016

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: May 18, 2016

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

1722

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

COUNTY OF SUFFOLK

1722

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 29, 2016

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 authorizing certain technical correction to Adopted Resolution No. 338-2016. The resolution when adopted contained a technical error. The unit code for the First Episode Psychosis (FEP) program should be 4302 not 4301 as listed.

If you have any questions on the enclosed, please call Barbara Russo at 3-8533. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-Correct Unit on Reso. No. 338-2016.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, MPA, Assistant to the Commissioner of Health Services
Ann Marie Csorny, Director, Division of Community Mental Hygiene Services
Barbara Russo, Principal Financial Analyst
Susan B. Hodosky, Principal Financial Analyst

Public Health
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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

1723

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS – THROUGH GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION IN THE AMOUNT OF $149,225 FOR THE STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM (SPDES) WATER QUALITY MANAGEMENT PLANNING PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH, DIVISION OF ENVIRONMENTAL QUALITY AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Environmental Conservation has awarded Suffolk County Federal funds under the State Pollutant Discharge Elimination System ("SPDES") Water Quality Management Planning Program grant to be implemented by the Suffolk County Department of Health, Division of Environmental Quality; and

WHEREAS, the SPDES program will provide funds to the Department of Health to support water quality monitoring, inspections and compliance activities; and

WHEREAS, this grant has a start date of 04/01/16 and ends on 03/31/17 in which the County will receive 100% grant funding in the amount of $ 149,225 for the SPDES program; and

WHEREAS, a portion of said funds have been included in the 2016 Operating Budget; and

WHEREAS, the SPDES program grant includes partial funding for the Department of Health Services to continue the employment of one (1) Principal Public Health Engineer (full-time), one (1) Associate Public Health Engineer (full-time), one (1) Assistant Public Health Engineer Trainee (full-time), one (1) Associate Public Health Sanitarian (full-time), one (1) Senior Public Health Sanitarian (full-time); and

WHEREAS, these positions already exist and are partially funded in the 2016 Operating Budget in 001-HSV-4400; and

WHEREAS, employee benefits associated with these positions are not covered under this grant; now, therefore be it

1st **RESOLVED**, the County Comptroller be and they hereby are authorized to accept $149,225 and appropriate said grant funds as follows:

SPDES - $149,225

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4406	4906	$149,225

ORGANIZATIONS

Suffolk County Department of Health Services

Division of Environmental Quality
State Pollutant Discharge
Elimination System
("SPDES") Water Quality
Management Planning
Program 001-HSV-4406
$149,225

1000-PERSONNEL SERVICES: $88,489

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4406	1110	0000	Interim Salaries	$88,489

2000-EQUIPMENT: $52,416

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4406	2010	0000	Furniture	$6,620
001	HSV	DEG	4406	2020	0000	Office Machines	$8,625
001	HSV	DEG	4406	2440	0000	Instructional Equipment	$9,827
001	HSV	DEG	4406	2500	0000	Other Equipment-Otherwise Unclassified	$27,344

3000-SUPPLIES: $8,320

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4406	3010	0000	Office Supplies	$4,616
001	HSV	DEG	4406	3160	0000	Computer Software	$2,520
001	HSV	DEG	4406	3190	0000	Small Tools	$1,184

and be it further

2nd **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 funded by this resolution at the conclusion of the grant funding provided for such positions funded by said grant; and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute related agreements; and be it further

4th **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

HSV# 49-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1723

Resolution ___X___ Local Law _____ Charter Law _____

2.Title of Proposed Legislation
Accepting and appropriating 100% federal pass - through grant funds from the New York State Department of Environmental Conservation in the amount of $149,225 for the State Pollutant Discharge Elimination System (SPDES) Water Quality Management Planning Program administered by the Suffolk County Department of Health, Division of Environmental Quality and to execute grant related agreements.

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate 100% federal pass - through grant funds from the New York State Department of Environmental Conservation to support water quality inspections and compliance activities.

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 pass – through grant funds from the New York State Department of Environmental Conservation

9. Timing of Impact
2016-2017

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***Date***
Susan Hodosky	Susan B Hodosky	7/6/16
Principal Financial Analyst		
Suzanne MARTIN		
Pr Budget Examiner	Suzanne Martin	7-19-16

SCIN FORM 175b (10/95)

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

1723

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

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 6/6/2016
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 Multi-year Contract

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

SPDES, Water Quality Management Planning

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.)

Current County personnel will review, inspect and investigate complaints of various site location for water quality.

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: 4/1/2016 To: 3/31/2017

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$149,225.00	100.0%				
State	$ -	0.0%				
Private						
County	$0.00	0.0%				
Total	$ 149,225.00	100.0%				

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.)?

There will be a reduction in revenue to support the program.

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:		2. Signature of Coordinator	3. Date
	Approved		
	Disapproved		

4. Comments

5. Budget Office Review		6. Signature of Budget Director	7. Date
	Approved		
	Disapproved		

8. Comments

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2016

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
PERSONAL SERVICES:	$88,489.00		$0.00	
1100 Permanent Salaries	0.00		0.00	
1110 Interim Salaries	88,489.00			
1120 Overtime Salaries				
1130 Temporary Salaries: no fringe	0.00			
EQUIPMENT:	$52,416.00		$0.00	
2010 Furniture	6,620.00			
2020 Office Machines	8,625.00			
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip	0.00			
2090 Radio and Communication				
2440 Instructional Equipment	9,827.00			
2500 Other Equip: Unclassified	27,344.00		0.00	
SUPPLIES, MATERIALS, OTHER	$8,320.00		$0.00	
3010 Office Supplies	4,616.00			
3020 Postage				
3040 Printing				
3070 Memberships & Subscrip.	0.00			
3100 Instructional Supplies				
3160 Computer Software	2,520.00			
3190 Small Tools	1,184.00			
3310 Clothing & Accessories	0.00			
3350 Safety Supplies	0.00			
3370 Medical, Dental, Lab Supp.	0.00			
3500 Other Unclassified	0.00		0.00	
3660 Service Contracts	0.00		0.00	
3680 Repairs, Special Equip	0.00			
UTILITIES:	$0.00		$0.00	
4010 Telephone & Telegraph			0.00	
TRAVEL:	$0.00		$0.00	
4330 Travel Employee Contracts	0.00		0.00	
4340 Travel Other Contracts				

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

DETAIL LISTING OF PERSONAL SERVICES

Title of Position	Grade	Step	Salary	Employee Name	Source of Funding by %			Remarks
					Grantor	County	In-Kind	
Principal Public Health Engineer	34	12	$131,805.00	Walter Hilbert	5%			
Associate Public Health Engineer	32	9	$110,507.00	Tanima Adhya, PE	40%			
Assistant Public Health Engineer Trainee	19	1	$44,161.00	Zhao Wang	40%			
Associate Public Health Sanitarian	28	9	$92,786.00	Charles Olsen	12%			
Senior Public Health Sanitarian	24	10	$80,884.00	Andrew Aguirre	11%			

C. D. Amato
L. Wright
K. Negri

New York State Department of Environmental Conservation
Division of Water
Bureau of Water Compliance, 4th Floor
625 Broadway, Albany, New York 12233-3506
Phone: (518) 402-8177 • **FAX:** (518) 402-8082
Website: www.dec.ny.gov

Joe Martens
Commissioner

1723

SEP 4 2015

RECEIVED
SEP 10 2015
OFFICE OF THE
SUFFOLK COUNTY EXECUTIVE
HAUPPAUGE

Honorable Steven Bellone
Suffolk County Executive
H. Lee Dennison Bldg
100 Veterans Memorial Hwy
P.O. Box 6100
Hauppauge, NY 11788

Dear County Executive Bellone:

I am pleased to enclose your fully executed copy of Contract No. C009765 for the Water Quality Management project. This contract is for $746,125.00 and the contract term is from April 1, 2014 to March 31, 2019. The work plan (Appendix C) for the period April 1, 2014 through March 31, 2015 has been approved in the amount of $149,225.00.

Please submit quarterly reports and payment requests with a New York State Standard Voucher and supporting documentation directly to Mr. Tony Leung, Regional Water Engineer, NYSDEC, Region 1, SUNY @ Stony Brook, 50 Circle Road, Stony Brook, New York 11790-3409. Please be sure to refer to the contract number noted above and to include your federal tax identification number on the voucher. The supporting documentation should be in the same format as the budget submitted with your scope of services. A supply of standard vouchers is also enclosed.

Any technical questions should be referred to Mr. Leung at (631) 444-0419. Any administrative questions concerning this contract should be referred to me at (518) 402-8255.

Thank you for your efforts in preventing and protecting New York State's waters from pollution.

Sincerely,

Toni Shields

Toni Shields
Environmental Program Specialist
Division of Water

Enclosures

c: w/letter & contract: T. Leung, P.E., Regional Water Engineer, NYSDEC, Region #1, Stony Brook
c: w/letter only: L. Liddane, Management & Budget, Albany
S. June, NYSDEC, M/WBE Program Office, Albany

SIGNATURE PAGE
Contract Number: C009765 1723

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

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."

Contractor's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

In addition to the acceptance of this contract, the Contractor affirms that it understands and agrees to comply with the procedures of the New York State Department of Environmental Conservation relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

CONTRACTOR SIGNATURE:

PRINT NAME:
Dennis M. Cohen

TITLE:
Chief Deputy County Executive

DATED: 7/15/2015

AGENCY SIGNATURE:

PRINT NAME:
Nancy W. Lussier

TITLE:
Director of Management and Budget Services

DATED: AUG 03 2015

ATTORNEY GENERAL'S SIGNATURE

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

AUG 07 2015

DATED:
BENJAMIN L. MAGGI
ASSISTANT ATTORNEY GENERAL

Approved:
Thomas P. DiNapoli
State Comptroller

DATED:

APPROVED
DEPT. OF AUDIT & CONTROL
AUG 31 2015
FOR THE STATE COMPTROLLER

Acknowledgement Form 1723

State of New York)

) ss.:

County of Suffolk)

On the 15th day of July in the year 2015, before me, the undersigned notary public, personally appeared Dennis M. Cohen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Vivian R. Keys Notary Public

VIVIAN R. KEYS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KE6168764
Qualified in Suffolk County
My Commission Expires June 18, ~~2015~~ 2019

Suffolk County Law # - 19-HS-045
Tracking Code #: 0033610

Water Quality Management Project
Contract Term: April 1, 2014 through March 31, 2019
NYSDEC Contract No. C009765

1723

Approved as to Form;
Dennis M. Brown, County Attorney

By: Jennifer B. Kohn
~~Jessica H. Hogan~~ Jennifer B. Kohn
Assistant County Attorney

Date: 7/10/15

Approved:
Department of Health Services

By: Barbara Marano
Barbara Marano, CPA
Executive Assistant for Finance and Administration

Date: 6/23/15

COUNTY OF SUFFOLK

1723

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

Inter-Office Memo

To: James Tomarken, MD, MPH, MBA, MSW
Commissioner

From: Walter Dawydiak, P.E., J.D. – Director of Environmental Quality W.D.

Date: June 17, 2016

Subject: SPDES Resolution for the Fiscal Year 2016 – 2017

The Office of Wastewater Management (OWM) requests for the appropriation of the fund in the amount of $149,225.00 for the fiscal year 04/01/16 – 03/31/17 for the expenses in support of the OWM's program activities.

Description of the Program Activities

The OWM's Sewage Treatment Plant (STP) Program conducts the responsibilities, delegated by New York State Department of Environmental Conservation (NYSDEC), of managing all the sewage treatment facilities currently operating in the County. The OWM, in accordance with the State Pollutant Discharge Elimination Systems (SPDES) Permit Program, ensures that the sewage treatment facilities are constructed based on proper engineering designs and operated adequately, following the required maintenance and preventative maintenance procedures, thereby, protecting the County's aquifer from pollutants contained in improperly treated sewage. Funding for the program supports the following:

- Two full time review engineers – The engineering staff reviews and approves design and construction of new STPs and existing STP upgrades, as well as construction of replacement STPs.
- Two full time sanitarians – There are approximately 200 STPs currently operating in the County. The sanitarians perform thorough inspections and collect samples from each facility at least two times a year, poorly performing STPs are inspected four times a year. They also initiate legal proceedings against non-conforming facilities.
- The program's goal is to achieve overall yearly rolling average of total nitrogen (TN) less than 6 mg/l and a compliance rate greater than 90% for all tertiary plants. For the past 5 years the TN average has consistently improved – TN is down from 9.9 mg/l in 2011 to 7.6 mg/l as of 2015 sampling data from all tertiary plants. Overall tertiary STP compliance is now 84%.
- Currently, all the secondary plants are either in the process of construction to new tertiary plants, or under review of OWM for approval for construction for new replacement plants. The funds will support all the activities necessary for the advancement of the Department's STP Program toward its goal.

PublicHealth
Prevent. Promote. Protect.

DIVISION OF ENVIRONMENTAL QUALITY
Office of Wastewater Management • 360 Yaphank Avenue, Suite 2C, Yaphank NY 11980
(631) 852-5700 Fax (631) 852-5755

2016 Intergovernmental Relations
Memorandum of Support

1723

TITLE OF BILL: Accepting and appropriating 100% federal pass - through grant funds from the New York State Department of Environmental Conservation in the amount of $149,225 for the State Pollutant Discharge Elimination System (SPDES) Water Quality Management Planning Program administered by the Suffolk County Department of Health, Division of Environmental Quality and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% federal pass - through grant funds from the New York State Department of Environmental Conservation to support water quality inspections and compliance activities.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The SPDES Program will provide funding to the Department of Health to support water quality inspections and compliance activities.

FISCAL IMPLICATIONS: Accept and appropriate $149,225 in additional grant funds to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1723

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

July 6, 2016

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 pass – through grant funds from the New York State Department of Environmental Conservation to the Department of Health Services for the State Pollutant Discharge Elimination System (SPDES) Water Quality Management Planning Program. This program provides inspections and water sampling data.

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

Sincerely,

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

Enclosures

JLT/lw

C: Christina Capobianco, CPA, Deputy Commissioner
Barbara Marano, CPA, Executive Assistant for Finance & Administration
Jennifer Culp, Assistant to the Commissioner of Health Services
Walter Dawydiak, Director, Division of Environmental Quality
Susan Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

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

1724

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF FOURTEEN PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF BABYLON

WHEREAS, Suffolk County Administrative Code § A36-2 (B) sets forth the criteria for New York State General Municipal Law § 72-h transfers for Affordable Housing and that pursuant to § A36-2 (B) (2) (a) (1) (d) and § A36-2 (B) (2) (a) (2) (d) construction must be completed and occupancy established within three years of the date of the transfer; and

WHEREAS, Suffolk County Administrative Code § A36-2 (B) allows for an extension of time for construction and occupancy where the three year period is exhausted; said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

WHEREAS, the County of Suffolk transferred fourteen (14) parcels of property, identified in Schedule "A," annexed hereto, to the Town of Babylon, which then transferred said properties to various non-profit housing agencies for affordable housing development and occupancy; and

WHEREAS, all time periods for construction and occupancy under § A36-2 (B) have expired; and

WHEREAS, a legislative resolution is necessary in order to further extend the construction and occupancy time for the parcels; and

WHEREAS, the Town of Babylon and its non-profit housing partners are seeking to continue working together to develop affordable housing on these parcels which will benefit the residents of the County; now, therefore be it

1st **RESOLVED**, the Director of Real Estate, is hereby authorized and empowered to extend the time for construction of and occupancy of the parcels identified in Schedule "A" for two years, effective as of the date this Resolution is approved, and to take such other actions as are necessary or desirable to effectuate the purposes and intent of the resolutions contained herein; 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 N.Y.C.R.R.) 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 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:

Schedule A	
0100 04000 0100 041000	54 North 15th Street, Wyandanch
0100 05400 0400 031000	74 Brooklyn Avenue, Wyandanch
0100 08100 0100 023000	56 Troy Avenue, W. Babylon
0100 19900 0300 066000	50 Cessana Place, Copiague
0100 20500 0300 101000	380 Atlantic St., N. Lindenhurst
0100 04100 0300 004007	20 Adams Ave., Wyandanch
0100 05500 0300 006000	1465 Straight Path, Wyandanch
0100 05700 0100 026000	46 Woodlawn Drive, Wyandanch
0100 05700 0100 029000	34 Woodlawn Drive, Wyandanch
0100 05700 0200 048000	32 Deer Street, Wyandanch
0100 05700 0200 071000	87 Commonwealth, Wyandanch
0100 05700 0200 072000	89 Commonwealth, Wyandanch
0100 05800 0400 023000	14 Jackson Street, Wyandanch
0100 05300 0100 027000	89 South 35th Street, Wyandanch

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1724

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF FOURTEEN PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF BABYLON

3. Purpose of Proposed Legislation
SAME AS 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.

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy Keyes Government Liaison Officer		7/11/16

SCIN FORM 175b (10/95)

Diane E. Weyer Chief Financial Analyst 7/13/2016

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1724

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1725

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF FIFTEEN PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF ISLIP

WHEREAS, Suffolk County Administrative Code § A36-2 (B) sets forth the criteria for New York State General Municipal Law § 72-h transfers for Affordable Housing and that pursuant to § A36-2 (B) (2) (a) (1) (d) and § A36-2 (B) (2) (a) (2) (d) construction must be completed and occupancy established within three years of the date of the transfer; and

WHEREAS, Suffolk County Administrative Code § A36-2 (B) allows for an extension of time for construction and occupancy where the three year period is exhausted; said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

WHEREAS, the County of Suffolk transferred fifteen (15) parcels of property, identified in Schedule "A," annexed hereto, to the Town of Islip, which then transferred said properties to various non-profit housing agencies for affordable housing development and occupancy; and

WHEREAS, all time periods for construction and occupancy under § A36-2 (B) have expired; and

WHEREAS, a legislative resolution is necessary in order to further extend the construction and occupancy time for the parcels; and

WHEREAS, the Town of Islip and its non-profit housing partners are seeking to continue working together to develop affordable housing on these parcels which will benefit the residents of the County; now, therefore be it

1st **RESOLVED**, the Director of Real Estate is hereby authorized and empowered to extend the time for construction of and occupancy of the parcels identified in Schedule "A" for two years, effective as of the date this Resolution is approved, and to take such other actions as are necessary or desirable to effectuate the purposes and intent of the resolutions contained herein; 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 N.Y.C.R.R.) 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 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:

Schedule A	
0500 09800 0300 019000	29 Church Street, Central Islip
0500 11400 0200 051000	Crooked Hill Road, Brentwood
0500 11400 0300 103000	142 McNair Street, Brentwood
0500 13600 0200 094000	Grant Avenue, Brentwood
0500 13600 0200 095000	Grant Avenue, Brentwood
0500 13600 0200 113000	Fletcher Street, Brentwood
0500 13600 0200 114000	Fletcher Street, Brentwood
0500 13600 0200 115000	531 Suffolk Avenue, Brentwood
0500 13600 0200 116000	Suffolk Avenue, Brentwood
0500 14300 0100 028000	34 Cypress Street, Central Islip
0500 15800 0300 040001	Savoy Ave., Bay Shore
0500 15800 0300 045000	Hyde Park, Bayshore/W. Brentwood
0500 15800 0300 072000	Savoy Ave., Bay Shore
0500 18100 0300 019000	Hyde Park Ave., Brentwood
0500 31500 0100 063000	Holbrook Street, Bayshore

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1725

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF FIFTEEN PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF ISLIP

3. Purpose of Proposed Legislation
SAME AS 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.

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy Keyes Government Liaison Officer		7/11/16

SCIN FORM 175b (10/95)

Diane E. Weyer Chief Financial Analyst 7/13/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1725

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1726

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF TWENTY-NINE PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF BROOKHAVEN

WHEREAS, Suffolk County Administrative Code § A36-2 (B) sets forth the criteria for New York State General Municipal Law § 72-h transfers for Affordable Housing and that pursuant to § A36-2 (B) (2) (a) (1) (d) and § A36-2 (B) (2) (a) (2) (d) construction must be completed and occupancy established within three years of the date of the transfer; and

WHEREAS, Suffolk County Administrative Code § A36-2 (B) allows for an extension of time for construction and occupancy where the three year period is exhausted; said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

WHEREAS, the County of Suffolk transferred twenty-nine (29) parcels of property, identified in Schedule "A," annexed hereto, to the Town of Brookhaven, which then transferred said properties to various non-profit housing agencies for affordable housing development and occupancy; and

WHEREAS, all time periods for construction and occupancy under § A36-2 (B) have expired; and

WHEREAS, a legislative resolution is necessary in order to further extend the construction and occupancy time for the parcels; and

WHEREAS, the Town of Brookhaven and its non-profit housing partners are seeking to continue working together to develop affordable housing on these parcels which will benefit the residents of the County; now, therefore be it

1st **RESOLVED**, the Director of Real Estate, is hereby authorized and empowered to extend the time for construction of and occupancy of the parcels identified in Schedule "A" for two years, effective as of the date this Resolution is approved, and to take such other actions as are necessary or desirable to effectuate the purposes and intent of the resolutions contained herein; 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 N.Y.C.R.R.) 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 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:

1726

Schedule A	
0200 49800 0300 020000	Bartlett Road, Middle Island
0200 95800 0900 009000	861 Meade Ave., Bellport
0200 95900 0100 017000	836 Provost Ave., Bellport
0200 95900 0300 027000	Eckes Ave., Bellport
0200 95900 0300 028000	Eckes Ave., Bellport
0200 95900 0300 030000	Eckes Ave., Bellport
0200 95900 0300 031000	Eckes Ave., Bellport
0200 95900 0500 029000	715 Michigan Avenue, Bellport
0200 95900 0600 013000	Hampton Avenue, Bellport
0200 95900 0600 017000	819 Doane Avenue, Bellport
0200 95900 0600 035000	Bayview Ave., N. Bellport
0200 97370 0300 005000	Amsterdam Ave., Bellport
0200 97380 0500 048001	Ecke Ave., Bellport
0200 97380 0500 048002	Ecke Ave., Bellport
0200 97380 0500 054000	Ecke Ave., Bellport
0200 97380 0500 056000	Ecke Ave., Bellport
0200 97380 0500 057000	Ecke Ave., Bellport
0200 97380 0500 058000	Ecke Ave., Bellport
0200 97380 0600 001000	Ecke Ave., Bellport
0200 97380 0600 004000	Ecke Ave., Bellport
0200 97380 0600 006000	Ecke Ave., Bellport
0200 97380 0600 007000	Ecke Ave., Bellport

1726

0200 97380 1000 012000	603 Michigan Avenue, E. Patchogue
0200 95100 0600 031000	Arlington Street, N. Patchogue
0200 95800 0700 034000	Taylor Avenue, Patchoge
0200 95800 0700 035000	Taylor Ave., Patchogue
0200 95900 0500 037000	Post Ave., Bellport
0200 97370 0500 003000	Brookhaven Ave., Bellport
0200 97370 0500 023000	Donegan Ave.,Bellport

1726

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. -2016, AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF TWENTY-NINE PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF BROOKHAVEN

3. Purpose of Proposed Legislation
SAME AS 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.

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy Keyes Government Liaison Officer		7/11/16

SCIN FORM 175b (10/95)

Diane E Weyer Chief Financial Analyst 7/13/2016

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1726

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1727

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF SEVEN PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF SOUTHAMPTON

WHEREAS, Suffolk County Administrative Code § A36-2 (B) sets forth the criteria for New York State General Municipal Law § 72-h transfers for Affordable Housing and that pursuant to § A36-2 (B) (2) (a) (1) (d) and § A36-2 (B) (2) (a) (2) (d) construction must be completed and occupancy established within three years of the date of the transfer; and

WHEREAS, Suffolk County Administrative Code § A36-2 (B) allows for an extension of time for construction and occupancy where the three year period is exhausted; said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

WHEREAS, the County of Suffolk transferred seven (7) parcels of property, identified in Schedule "A," annexed hereto, to the Town of Southampton, which then transferred said properties to various non-profit housing agencies for affordable housing development and occupancy; and

WHEREAS, all time periods for construction and occupancy under § A36-2 (B) have expired; and

WHEREAS, a legislative resolution is necessary in order to further extend the construction and occupancy time for the parcels; and

WHEREAS, the Town of Southampton and its non-profit housing partners are seeking to continue working together to develop affordable housing on these parcels which will benefit the residents of the County; now, therefore be it

1st **RESOLVED**, the Director of Real Estate, is hereby authorized and empowered to extend the time for construction of and occupancy of the parcels identified in Schedule "A" for two years, effective as of the date this Resolution is approved, and to take such other actions as are necessary or desirable to effectuate the purposes and intent of the resolutions contained herein; 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 N.Y.C.R.R.) 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 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:

Schedule A	
0900 05300 0100 020000	2245 Scuttle Hole Road, Bridgehampton
0900 13900 0100 062004	254 Riverleigh Avenue
0900 13900 0200 036000	100 Vail Avenue, Riverside
0900 13900 0200 044000	116 Vail Avenue, Riverside
0900 13900 0200 056000	93 Vail Avenue, Riverside
0900 25100 0200 004001	9 Jones Road
0900 25100 0200 004002	11 Jones Road

1727

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. -2016, AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF SEVEN PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF SOUTHAMPTON

3. Purpose of Proposed Legislation
SAME AS 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.

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy Keyes Government Liaison Officer		7/11/16

SCIN FORM 175b (10/95)

Diane B. Weyer Chief Financial Analyst 7/13/2016

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

127

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1728

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, RETURNING TO THE COUNTY A PARCEL OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF SOUTHAMPTON

WHEREAS, Suffolk County Administrative Code § A36-2 (B) sets forth the criteria for New York State General Municipal Law § 72-h transfers for Affordable Housing and that pursuant to § A36-2 (B) (2) (a) (1) (d) and § A36-2 (B) (2) (a) (2) (d) construction must be completed and occupancy established within three years of the date of the transfer; and

WHEREAS, Suffolk County Administrative Code § A36-2 (B) allows for an extension of time for construction and occupancy where the three year period is exhausted; said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

WHEREAS, the County of Suffolk transferred one (1) parcel of property, identified in Schedule "A," annexed hereto, to the Town of Southampton for affordable housing development and occupancy; and

WHEREAS, all time periods for construction and occupancy under § A36-2 (B) have expired; and

WHEREAS, occasionally conditions beyond reasonable control arise preventing the development of affordable housing; and

WHEREAS, the Town of Southampton wishes to return the parcel identified in Schedule "A" to the County; now, therefore be it

1st **RESOLVED**, the Director of Real Estate, is hereby authorized and empowered to take such actions as are necessary to return ownership of the parcels identified in Schedule "A" to the County; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this 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 N.Y.C.R.R.) 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 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

1728

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. -2016, RETURNING TO THE COUNTY A PARCEL OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF SOUTHAMPTON

3. Purpose of Proposed Legislation
SAME AS 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.

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy Keyes Government Liaison Officer		7/12/16

SCIN FORM 175b (10/95)

Diane E. Weyer Chief Financial Analyst. 7/13/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1728

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1729

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, RETURNING TO THE COUNTY A PARCEL OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF ISLIP

WHEREAS, Suffolk County Administrative Code § A36-2 (B) sets forth the criteria for New York State General Municipal Law § 72-h transfers for Affordable Housing and that pursuant to § A36-2 (B) (2) (a) (1) (d) and § A36-2 (B) (2) (a) (2) (d) construction must be completed and occupancy established within three years of the date of the transfer; and

WHEREAS, Suffolk County Administrative Code § A36-2 (B) allows for an extension of time for construction and occupancy where the three year period is exhausted; said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

WHEREAS, the County of Suffolk transferred one (1) parcel of property, identified in Schedule "A," annexed hereto, to the Town of Islip for affordable housing development and occupancy; and

WHEREAS, all time periods for construction and occupancy under § A36-2 (B) have expired; and

WHEREAS, occasionally conditions beyond reasonable control arise preventing the development of affordable housing; and

WHEREAS, the Town of Islip wishes to return the parcel identified in Schedule "A" to the County; now, therefore be it

1st **RESOLVED**, the Director of Real Estate, is hereby authorized and empowered to take such actions as are necessary to return ownership of the parcels identified in Schedule "A" to the County; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this 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 N.Y.C.R.R.) 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 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

Schedule A

0500 22400 0100 014006	550 New Hampshire Ave., Bay Shore

1729

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. -2016, RETURNING TO THE COUNTY A PARCEL OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF ISLIP

3. Purpose of Proposed Legislation
SAME AS 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.

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy Keyes Government Liaison Officer		7/12/16

SCIN FORM 175b (10/95)

Diane E Weyer
Chief Financial Analyst

7/13/2016

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1729

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1730

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, RETURNING TO THE COUNTY A PARCEL OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF EAST HAMPTON

WHEREAS, Suffolk County Administrative Code § A36-2 (B) sets forth the criteria for New York State General Municipal Law § 72-h transfers for Affordable Housing and that pursuant to § A36-2 (B) (2) (a) (1) (d) and § A36-2 (B) (2) (a) (2) (d) construction must be completed and occupancy established within three years of the date of the transfer; and

WHEREAS, Suffolk County Administrative Code § A36-2 (B) allows for an extension of time for construction and occupancy where the three year period is exhausted; said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

WHEREAS, the County of Suffolk transferred one (1) parcel of property, identified in Schedule "A," annexed hereto, to the Town of East Hampton for affordable housing development and occupancy; and

WHEREAS, all time periods for construction and occupancy under § A36-2 (B) have expired; and

WHEREAS, occasionally conditions beyond reasonable control arise preventing the development of affordable housing; and

WHEREAS, the Town of East Hampton wishes to return the parcel identified in Schedule "A" to the County; now, therefore be it

1st **RESOLVED**, the Director of Real Estate is hereby authorized and empowered to take such actions as are necessary to return ownership of the parcels identified in Schedule "A" to the County; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this 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 N.Y.C.R.R.) 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 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

Schedule A	
0300 08200 0100 019000	Springs-Fireplace Road, East Hampton

1730

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. -2016, RETURNING TO THE COUNTY A PARCEL OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF EAST HAMPTON

3. Purpose of Proposed Legislation
SAME AS 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.

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy Keyes Government Liaison Officer		7/12/16

SCIN FORM 175b (10/95)

Diane E. Weyer
Chief Financial Analyst

7/13/2016

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1730

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 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. 1731 -2016 Laid on Table 7/26/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, RETURNING TO THE COUNTY A PARCEL OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF BROOKHAVEN

WHEREAS, Suffolk County Administrative Code § A36-2 (B) sets forth the criteria for New York State General Municipal Law § 72-h transfers for Affordable Housing and that pursuant to § A36-2 (B) (2) (a) (1) (d) and § A36-2 (B) (2) (a) (2) (d) construction must be completed and occupancy established within three years of the date of the transfer; and

WHEREAS, Suffolk County Administrative Code § A36-2 (B) allows for an extension of time for construction and occupancy where the three year period is exhausted; said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

WHEREAS, the County of Suffolk transferred one (1) parcel of property, identified in Schedule "A," annexed hereto, to the Town of Brookhaven for affordable housing development and occupancy; and

WHEREAS, all time periods for construction and occupancy under § A36-2 (B) have expired; and

WHEREAS, occasionally conditions beyond reasonable control arise preventing the development of affordable housing; and

WHEREAS, the Town of Brookhaven wishes to return the parcel identified in Schedule "A" to the County; now, therefore be it

1st **RESOLVED**, the Director of Real Estate is hereby authorized and empowered to take such actions as are necessary to return ownership of the parcels identified in Schedule "A" to the County; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this 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 N.Y.C.R.R.) 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 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

Schedule A	
0200 64100 0300 002000	Colin Drive, Shirley

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1731

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, RETURNING TO THE COUNTY A PARCEL OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF BROOKHAVEN

3. Purpose of Proposed Legislation
SAME AS 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.

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy Keyes Government Liaison Officer		7/12/16

SCIN FORM 175b (10/95)

Diane E. Weyer
Chief Financial Analyst

7/13/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1731

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1732

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, RETURNING TO THE COUNTY A PARCELS OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF BABYLON

WHEREAS, Suffolk County Administrative Code § A36-2 (B) sets forth the criteria for New York State General Municipal Law § 72-h transfers for Affordable Housing and that pursuant to § A36-2 (B) (2) (a) (1) (d) and § A36-2 (B) (2) (a) (2) (d) construction must be completed and occupancy established within three years of the date of the transfer; and

WHEREAS, Suffolk County Administrative Code § A36-2 (B) allows for an extension of time for construction and occupancy where the three year period is exhausted; said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

WHEREAS, the County of Suffolk transferred eight (8) parcels of property, identified in Schedule "A," annexed hereto, to the Town of Babylon for affordable housing development and occupancy; and

WHEREAS, all time periods for construction and occupancy under § A36-2 (B) have expired; and

WHEREAS, occasionally conditions beyond reasonable control arise preventing the development of affordable housing; and

WHEREAS, the Town of Babylon wishes to return the parcels identified in Schedule "A" to the County; now, therefore be it

1st **RESOLVED**, the Director of Real Estate, is hereby authorized and empowered to take such actions as are necessary to return ownership of the parcels identified in Schedule "A" to the County; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this 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 N.Y.C.R.R.) 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 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

Schedule A	
0100 05300 0100 028000	93 South 35th Street, Wyandanch
0100 05300 0100 029000	95 South 35th Street, Wyandanch
0100 01400 0300 067000	1716 Straight Path, Wyandanch
0100 05400 0200 062000	Brooklyn Avenue, Wyandanch
0100 05400 0200 063000	62 Brooklyn Avenue, Wyandanch
0100 05500 0200 049000	24 South 22nd Street, Wyandanch
0100 05500 0200 050000	26 South 22nd Street, Wyandanch
0100 16800 0200 039000	18 Juniper Place, Amityville

1732

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. -2016, RETURNING TO THE COUNTY PARCELS OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF BABYLON

3. Purpose of Proposed Legislation

SAME AS 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.

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy Keyes Government Liaison Officer		7/12/16

SCIN FORM 175b (10/95)

Dare E. Weyer
Chief Financial Analyst

7/13/2016

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1732

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Intro. Reso. No. 1733-16 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROVING A TEMPORARY INCREASE TO THE FLEET FOR THE SUFFOLK COUNTY POLICE DEPARTMENT

WHEREAS, the National Insurance Crime Bureau and MetLife Insurance Company have made two vehicles available to the Suffolk County Police Department for use as bait cars to combat vehicle theft and other vehicle crimes; and

WHEREAS, this program is designed to assist law enforcement in the detection, prevention, deterrence, and response to vehicle crimes which increase costs to taxpayers; and

WHEREAS, additional bait vehicles may be obtained in the future; and

WHEREAS, Chapter 255 of the Code of Suffolk County requires that no vehicles shall be purchased or leased unless "explicit approval for the acquisition of such vehicles, via lease or purchase, has been granted by the Suffolk County Legislature"; and

WHEREAS, the Police Commissioner finds that these vehicles will be important tools to combat vehicle crimes; now, therefore be it

1st **RESOLVED**, that said vehicles shall constitute a temporary increase to the fleet and shall only be replaced at the end of their useful life with another vehicle obtained in a similar manner, at no cost to the County; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (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 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:

1733

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Approving a temporary increase to the fleet for the Suffolk County Police Department

PURPOSE OR GENERAL IDEA OF BILL: To allow the SCPD to temporarily increase its fleet to allow the use of bait vehicles to combat vehicle theft and other vehicle crimes.

SUMMARY OF SPECIFIC PROVISIONS: The National Insurance Crime Bureau and MetLife Insurance Company have currently made two vehicles available to the Suffolk County Police Department for use as bait vehicles, at no cost to the County. Additional vehicles may be obtained in a similar manner in the future, either as replacements for the current vehicles or in addition to. Any additional or replacement bait vehicles will be obtained at no cost to the County.

JUSTIFICATION: The Suffolk County Police Department will use the bait vehicles to combat vehicle theft and other vehicle crimes which increase costs to taxpayers through higher insurance rates.

FISCAL IMPLICATIONS: Costs to maintain these vehicles will be minimal, as they are not used for regular travel.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1733

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

APPROVING A TEMPORARY INCREASE TO THE FLEET FOR THE SUFFOLK COUNTY POLICE DEPARTMENT

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX No**

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

The cost of maintenance and fuel

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

Unknown

8. Proposed Source of Funding

Operating budget

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Patricia Saunders Principal Research Analyst		7-18-16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1733

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK CO REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT O ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1733

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

Approving a temporary increase to the fleet for the Suffolk County Police Department

3. Purpose of Proposed Legislation

To allow for the temporary increase to the fleet for bait cars made available to the Suffolk County Police Department to combat vehicle theft and other vehicle crimes.

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes No XX**

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.

8. Proposed Source of Funding

9. Timing of Impact

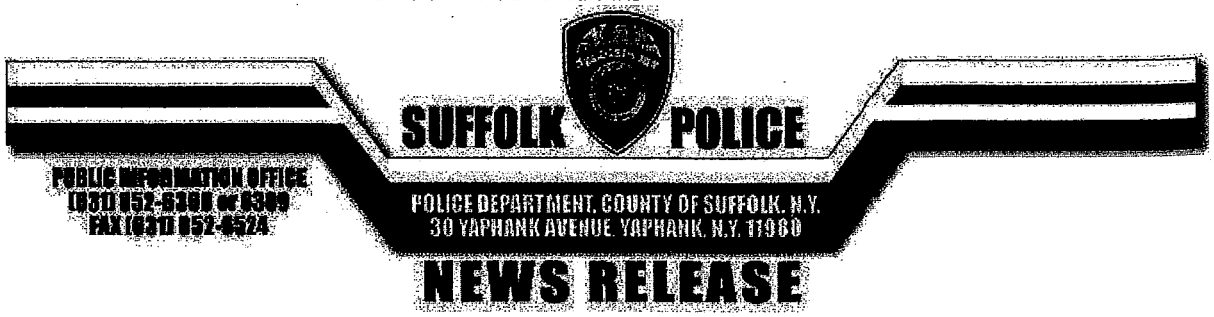
Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Sarah Furey Sr. Grants Analyst	S. Furey	7/12/16

PIO,

From: PIO,
Sent: Wednesday, June 29, 2016 5:06 PM
To: PIO,
Subject: SCPD Partners with MetLife Insurance & National Insurance Crime Bureau to Combat Vehicle Theft & Break-ins

1733



For Immediate Release
June 29, 2016

MEDIA ADVISORY

SCPD Partners with MetLife Insurance & National Insurance Crime Bureau to Combat Vehicle Theft & Break-ins

What: Suffolk County Police Commissioner Timothy D. Sini, National Insurance Crime Bureau Director of Operations Kevin Gallagher and MetLife Special Investigations Unit Director John Sargent, will hold a press conference at Suffolk County Police Headquarters on June 30 at 11 a.m. to announce the donation of two bait cars to the department.

The vehicles, which are classified as luxury cars, will be equipped with cameras and tracking devices and planted in areas with vehicle crime patterns.

One of the vehicles will be on site for the press conference. The vehicle will be wrapped for anonymity.

Who: Commissioner Timothy D. Sini
First Deputy Commissioner John Barry
Chief of Department Stuart Cameron
National Insurance Crime Bureau Director of Operations Kevin Gallagher
MetLife Special Investigations Unit Director John Sargent

When: **Thursday, June 30, 2016 at 11 a.m.**

Where: **Suffolk County Police Headquarters**
30 Yaphank Ave., Yaphank

COUNTY OF SUFFOLK
NEW YORK

1733

POLICE DEPARTMENT

TIMOTHY D. SINI
POLICE COMMISSIONER

MEMORANDUM

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

FROM: **Robert G. Cassagne, Chief of Support Services**
Suffolk County Police Department

DATE: **July 12, 2016**

SUBJECT: **Resolution Package requesting a temporary increase to the fleet for the Suffolk County Police Department**

Certificate of Necessity requested

Attached please find the following supporting documents for the SCPD resolution requesting a temporary increase to its fleet:

- Draft Resolution
- Certificate of Necessity
- Memorandum of Support
- Request for Introduction of Legislation
- Financial Impact Statement
- Copy of media advisory related to the bait cars donation

This resolution will provide for a temporary increase to the fleet to enable the Police Department to use the donated vehicles as bait cars to combat vehicle theft and other vehicle crimes. The resolution also provides for future temporary increase to the fleet if the Department receives any additional bait car vehicles at no cost to the County.

We are requesting a Certificate of Necessity for the July 26, 2016 meeting of the Legislature in order to put these vehicles into service as soon as possible.

Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW and also to Federal and State Aid for review.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042, or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.
RGC/sf

Intro. Res. No. 1734-16 Laid on the Table 7/26/16
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO APPROPRIATE ADDITIONAL REVENUE WITHIN THE SUFFOLK COUNTY CLERK'S 2016 OPERATING BUDGET

WHEREAS, the mandatory electronic filing (e-filing) of court records requires the use of credit card payments for the filing of court documents with the Suffolk County Clerk's Office via the New York State Electronic Filing System (NYSCEF); and

WHEREAS, The New York State Unified Court System reimburses the County Clerk's Office for service fees associated with the acceptance of credit card payments on a monthly basis; and

WHEREAS, the said revenue has not been appropriated in the 2016 Adopted Operating Budget; and

WHEREAS, the County Clerk requests the appropriation of said revenue to cover the associated expenditures; now, therefore be it

1st **RESOLVED,** that the 2016 Adopted Operating Budget be and hereby is amended and that the funds are hereby appropriated as follows:

REVENUES:	**AMOUNT**
001-CLK-1410-2463	
Reimbursement of Merchant Service Fees	$108,343.12

APPROPRIATIONS	
001-CLK-1410-3460	
Banking Fees	$108,343.12

and be it further

2nd **RESOLVED**, that the County Comptroller be and hereby is authorized and directed to accept and appropriate said funds; 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)(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 preliminary planning and budgetary processes, and adoption of policies, procedures and local legislative decisions.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1734

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

AMENDING THE 2016 ADOPTED OPERATING BUDGET TO APPROPRIATE ADDITIONAL REVENUE WITHIN THE SUFFOLK COUNTY CLERK'S 2016 OPERATING BUDGET

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.

THE RESOLUTION AMENDS THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE ADDITIONAL REVENUE FOR THE COUNTY CLERK'S OFFICE. NYS REIMBURSES CREDIT CARD FEES INCURRED BY THE COUNTY CLERK'S OFFICE ASSOCIATED WITH E-FILING OF SUPREME COURT RECORDS.

8. Proposed Source of Funding

NEW YORK STATE UNIFIED COURT SYSTEM

9. Timing of Impact

2016

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
THERESA M. LOLLO PRINCIPAL FINANCIAL ANALYST		July 14, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT

2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1734

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

1735

Intro. Res. No. -2016 Laid on Table 7/26/16
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $1,350,000 FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES, FOR THE PROVISION OF A REGIONAL IMMIGRATION CENTER

WHEREAS, the State of New York Office of Indigent Legal Services ("ILS") has awarded a grant of $1,350,000 (New York State Grant Contract No. C000847, hereinafter, the "Grant") for the creation of a bi-county Immigration Center to improve the quality of mandated representation to noncitizen clients by every indigent service provider in Region 6 (Suffolk and Nassau Counties); and

WHEREAS, the Grant was awarded following the submission of a joint proposal by the Suffolk County Legal Aid Society and the Nassau County Legal Aid Society for the development of legal support and training for the providers of indigent legal services in both counties; and

WHEREAS, Suffolk County has agreed to take the lead in coordinating the distribution of the Grant to Suffolk County Legal Aid Society and the Nassau County Legal Aid Society; and

WHEREAS, said Grant funds have not been included in the 2016 Suffolk County Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Comptroller be and hereby is authorized to accept and appropriate said grant funds in the sum of as follows:

REVENUES:	**AMOUNT**
001-LAS-1186(unit)-3215(revenue) State Aid- Indigent Legal Services	$666,965.50
001-LAS-1187(unit)-3215(revenue) State Aid- Indigent Legal Services	$683,034.50

ORGANIZATIONS:

Legal Aid Society (LAS)
Bi-County Regional Immigration Center- Suffolk

4000- CONTRACTUAL EXPENSES:

001-LAS-DEG-1186-4770 Special Services	$666,965.50

Legal Aid Society (LAS)
Bi-County Regional Immigration Center- Nassau

4000- CONTRACTUAL EXPENSES:

001-LAS-DEG-1187-4770 Special Services	$683,034.50

and be it further

2nd **RESOLVED,** that the County Executive be and hereby is authorized to execute the Grant agreement between Suffolk County and the State of New York and to execute any and all necessary agreements to carry out the programs as outlined in the Grant agreement with New York State.

3rd **RESOLVED,** that the 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.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1735

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): **NYS Office of Indigent Legal Services** **A. E. Smith Building, 11th Floor** **80 South Swan Street** **Albany, New York 12210**	BUSINESS UNIT/DEPT. ID: **OLS01** **1350200** CONTRACT NUMBER: **C000847** 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: **Regional Immigration Assistance Center**
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: **1000000809** Federal Tax ID Number: **11-6000464** DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: **H. Lee Dennison Bldg.** **100 Veterans Memorial Highway** **PO Box 6100** **Hauppauge, NY 11788** CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address **Suffolk County Treasurer** **330 Center Drive** **Riverhead, NY 11901** CONTRACTOR MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: **470100000000** ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT (*Multi-year* – enter total projected amount of the contract; *Fixed Term/Simplified Renewal* – enter current period amount):
From: November 1, 2015 **To: October 31, 2018** CURRENT CONTRACT PERIOD: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CURRENT: **$1,350,000.00** 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:

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

CONTRACTOR:	STATE AGENCY:
_____	NYS Office of Indigent Legal Services
_____	_____
By: _____	By: _____
_____ Printed Name	William J. Leahy Printed Name
Title: _____	Title: Director
Date: _____	Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
_____	_____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

Contract Number: C000847

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

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

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

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

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

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other 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: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

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

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

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

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

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

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

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

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

V. Federally Funded Grants 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.

C. Termination:

1. *Grounds*:

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

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

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

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

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

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

2. *Notice of Termination*:

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

(i) personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

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

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

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

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

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

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

B. Advance Payment and Recoupment:

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

2. 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.

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:

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

2. 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.

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

(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

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

of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and 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

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.

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.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

REGIONAL IMMIGRATION ASSISTANCE CENTERS

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, 11th 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.

ATTACHMENT B

BUDGET

Office of Indigent Legal Services
REGIONAL IMMIGRATION ASSISTANCE CENTER
November 1, 2015 - October 31, 2018

COUNTY OF SUFFOLK

Total Contract Amount: $1,350,000.00

Item	Year 1 11/1/15-10/31/16	Year 2 11/1/16-10/31/17	Year 3 11/1/17-10/31/18
Personnel:			
Staff Padilla Attorney	$160,000.00	$164,800.00	$169,744.00
Spanish Speaking Social Worker	$80,000.00	$82,400.00	$84,872.00
Subtotal Personnel	**$240,000.00**	**$247,200.00**	**$254,616.00**
Fringe Benefits	$113,355.00	$137,644.00	$142,965.00
Total Personnel	**$353,355.00**	**$384,844.00**	**$397,581.00**
Contracted/Consultant:			
Actuarial Fees	$1,200.00	$1,200.00	$1,200.00
Accounting and Bookkeeping	$1,200.00	$1,200.00	$1,200.00
Fees for Service	$40,000.00	$31,500.00	$27,500.00
Insurances	$3,500.00	$3,500.00	$3,500.00
Subtotal Contracted/Consultant	**$45,900.00**	**$37,400.00**	**$33,400.00**
OTPS:			
Training	$8,000.00	$6,500.00	$2,500.00
Travel	$6,100.00	$4,100.00	$2,100.00
Legal Reference (online research capability)	$3,500.00	$3,500.00	$3,319.00
Supplies	$5,500.00	$4,056.00	$3,500.00
Information Technology	$7,200.00	$6,200.00	$5,200.00
Transcripts	$400.00	$400.00	$400.00
Printed Resources	$1,500.00	$1,000.00	$500.00
Postage	$500.00	$500.00	$500.00
Subtotal OTPS	**$32,700.00**	**$26,256.00**	**$18,019.00**
Equipment:			
Equipment, furniture and repair	$15,500.00	$1,500.00	$1,000.00
Printer/scanner/fax	$2,545.00	$0.00	$0.00
Subtotal Equipment	**$18,045.00**	**$1,500.00**	**$1,000.00**
TOTAL	**$450,000.00**	**$450,000.00**	**$450,000.00**
THREE-YEAR TOTAL	**$1,350,000.00**		

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

REGIONAL IMMIGRATION ASSISTANCE CENTER

NOVEMBER 1, 2015 – OCTOBER 31, 2018

COUNTY OF SUFFOLK

Goal: To improve the quality of mandated representation to noncitizen clients by every indigent service provider in Region 6, inclusive of Nassau and Suffolk Counties.

Task #1

Region 6 (Suffolk and Nassau Counties, with Suffolk as lead) will create a bi-county Immigration Center (Center) to address the proportional share of foreign born population on Long Island and provide support for both Legal Aid Attorneys and 18-B Assigned Counsel Attorneys.

Task #2

The Center will establish and implement a comprehensive Immigration Service Plan that will enhance existing programs and create a systematic approach that will ensure:

- Legal support to foster Padilla-compliant representation for all indigent service providers within the region;
- Collection of data to assess the needs of the region, identify those most at risk and in need of services, and identify regional trends;
- Training and development of expertise for all providers within the region, with the establishment of attorney protocols and best practices;
- Language access services for effective and meaningful communication with limited English proficient clients.

Task #3

Forge a collaborative effort, intra-region and inter-region, through a network of partners including:

- Legal Service Partners
- Technical Assistance Partners
- Language Access Partners

- Legal Education and Training Partners
- Immigration Assistance Partners

Task #4

The Center staff will synchronize efforts internally and with partnerships through the New York State Defenders Association (NYSDA) and Immigrant Defense Project (IDP) to provide necessary training for Padilla-compliant representation. These collaborative efforts will extend to the performance of periodic needs assessments, the identification of regional trends that impact local practice, and the formulation of attorney protocols within the region.

Task #5

The Center will centralize immigration assistance and support in Nassau and Suffolk Counties by hiring two (2) Criminal-Immigration expert attorneys who will work closely with existing experts on-site to assure that all indigent service providers in the region are upholding their obligations:

- Proper identification of client status and collection of information;
- Timely and appropriate advising of the client as to the risk of deportation;
- Actively negotiating to mitigate potential negative immigration consequences.

Task #6

The Center will hire two (2) bilingual, Spanish-fluent Client Advocates/Paralegals who can assist in tasks including:

- Screening of noncitizen clients
- Data collection
- On-site and on-demand interpretation and translation of documents
- Training
- Case management

Task #7

The Center will form a partnership with NYSDA to assist with developing and coordinating a curriculum of immigration training for all Region 6 indigent service providers to assure Padilla compliant representation. Center staff will also work with NYSDA and IDP to educate providers and assure compliance with Indigent Legal Services standards.

Task #8

In addition to training in partnership with NYSDA, the Center staff will be responsible for conducting in-house and regional trainings on a routine basis. Trainings will be broken down by subject (i.e., DWI and the noncitizen client) by provider (18-B, Legal Aid, criminal, family court, appellate), and by location.

Task #9

The Center will expand on an existing collaboration with IDP as a provider of training for Center staff (and thereby the indigent legal service provider community) by providing intensive two-day trainings off-sit, full-day trainings on-site, webinar trainings monthly, phone trainings, LISTServ capabilities for regional trainings and collaboration with national providers.

Task #10

Through the partnership with NYSDA, the Center will utilize NYSDA's extensive outreach capacity through its compilation of assigned counsel lists for outreach to assigned counsel practitioners. Once identified, they may be added to the day-to-day operations of the Center, including webinars, LISTServ capabilities, reginal trainings, practice materials, checklists, etc. The Center will work with 18-B Administrators in each county for feedback on the efficacy of its outreach efforts and the effectiveness of the programs provided.

Task #11

Center staff will conduct periodic needs assessments to review the changing needs of all providers on a consistent basis and to address any necessary revisions to the Immigration Service Plan.

Task #12

Collect and report data annually, in written form, to measure the impact of the Regional Immigration Assistance Centers project and analyze and evaluate project outcomes.

Performance Measures

To ensure and demonstrate compliance with *Padilla*, indigent legal service providers should develop and maintain consistent and accurate record keeping of the immigration status of each noncitizen client. Providers should also maintain a record of the advice offered to a noncitizen client as to the potential immigration consequences that may result from a particular criminal conviction.

Accordingly, the Center is expected to track the progress of providers of indigent legal services within their region toward the goal of obtaining and recording reliable immigration status from each client and delivering the legal advice necessary to ensure effective assistance of counsel.

The Centers is expected to provide both quantitative and qualitative data to the Office of Indigent Legal Services (ILS) demonstrating efforts made to ensure *Padilla* compliance throughout the designated region. In so doing, the Center is to annually report to ILS the following data:

A. A list of those indigent legal services providers within the region, noting the following information for each provider:

1. The availability and use of a computerized case management system that is currently being used to track the following data:
    i. client immigration status; and
    ii. the immigration advice offered to noncitizen clients.

2. The current status of data collection capabilities by the provider.

3. Where available data in cases recording immigration status is reliably recorded, the number and percentage of noncitizen clients served by each provider in the prior year.

The Center must show that they are actively responding to solicitations for legal assistance from indigent legal service providers and others seeking advice on behalf of noncitizen clients. Additionally, the Center is required to demonstrate that it is actively conducting and/or coordinating trainings throughout the designated region to help educate attorneys on the immigration consequences resulting from a criminal conviction and/or family court disposition.

To achieve this, the Center must report annually to ILS on the following information:

B. The number of requests for legal assistance received. A request for legal assistance, which includes but is not limited to a request for legal advice, is defined as all communication, in whatever form and from whatever party, in relation to a single case or matter. Cases in criminal, family, appellate or other courts should be counted separately. Report the following statistics:

    1. The number of requests for legal assistance broken down by county;

    2. For each county:
        i. the number of requests for legal assistance broken by affiliation of the attorney concerned, (e.g., county public defender, conflict defender, legal aid attorney or assigned counsel attorney);
        ii. the number of requests for legal assistance broken down by whether they involved a criminal, family, appellate court or other matter; and
        iii. the number of advisory opinion letters, or other form of written communication, that was generated in response to the request for legal assistance.

C. A list of training events conducted within the designated region, noting,

    1. The office and affiliation of the attorneys registered for each training event, (e.g., county public defender, conflict defender, legal aid attorney or assigned counsel attorney; criminal or family court practitioner);

    2. The role played by the Center in developing, planning or coordinating the training event, if any; and

3. The total number of training programs conducted and the total number of attorneys in attendance at training.

Finally, the Center should make concerted efforts to assist indigent legal service providers within the designated region in developing protocol/procedures that will ensure early intervention and quality representation afforded to noncitizen clients. The Center is, therefore, encouraged to report to ILS both on any examples of successfully implemented protocols and/or procedures developed to address the specific needs of noncitizen clients, and also on the obstacles they encounter in the course of implementing these reforms. Reports should include information on the Center's efforts to assist providers with developing protocol and immigration service plans within their designated region.

ILS is available to assist counties on how best to comply with these Performance Measures.

Program Location:

Designated Region 6 counties (Nassau and Suffolk)

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

REGIONAL IMMIGRATION ASSISTANCE CENTER

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):

☒ **Quarterly Reimbursement**
Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: November 1st – January 31st
2nd Quarter: February 1st – April 30th
3rd Quarter: May 1st – July 31st
4th Quarter: August 1st – October 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.

☒ **Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the

end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ **Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

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

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
#1 *(Refer to Attachment D. II. C. "Other Reports")*	First year of grant *(Refer to Attachment C, Work Plan)*	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:

1735

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. -2016; ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $1,350,000 FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES, FOR THE PROVISION OF A REGIONAL IMMIGRATION CENTER

3. Purpose of Proposed Legislation
See 2. above

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
N/A

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
Grant Funding in the amount of $1,350,000 over a three year period from 11/1/15 thru 10/31/18.

8. Proposed Source of Funding
State Grant Funds

9. Timing of Impact
Upon adoption of the resolution

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jackie Whist, Budget Analyst		7/19/16

SCIN FORM 175b (10/95)

1736

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS FROM NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $24,720 FOR THE IMMUNIZATION ACTION PLAN ("IAP") ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PATIENT CARE SERVICES FOR A COST OF LIVING ADJUSTMENT (COLA)

WHEREAS, the New York State Department of Health has awarded Suffolk County 100% grant funds under the Immunization Action Plan ("IAP") to be implemented by the Suffolk County Department of Health Services, Division of Patient Care Services; and

WHEREAS, this grant has a start date of 04/01/16 and ends on 03/31/17 in which the County will receive 100% grant funding in the amount of $24,720 for the IAP Program COLA; and

WHEREAS, said funds have not been included in the 2016 Operating Budget; now, therefore be it

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept $24,720 and appropriate said grant funds as follows:

IAP - $24,720

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4116	3416	$24,720

ORGANIZATIONS

Suffolk County Department of Health Services

Immunization Action Plan Program (IAP)
001-HSV-4116 $24,720

Employee Benefits

8000-EMPLOYEE BENEFITS: $24,720

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	ME	9010	8280	0000	Retirement	$24,720

and be it further

2nd **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

HSV# 55-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1736

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

Title of Proposed Legislation
Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $24,720 for the Immunization Action Plan (IAP) program administered by the Suffolk County Department of Health Services, Division of Patient Care for a cost of living adjustment (COLA).

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate 100% grant funds from New York State Department of Health in the amount of $24,720 for the Immunization Action Plan (IAP) COLA award.

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% State grant funds from the New York State Department of Health

9. Timing of Impact
2016-2017

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***Date***
Susan B. Hodosky ***Principal Financial Analyst***	Susan B Hodosky	7/5/16
Suzanne Martin Pr Budget Examiner	Suzanne Martin	7-19-16

SCIN FORM 175b (10/95)

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

1736

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

1736

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 6/30/2016
Submitting Department / Agency: Department of Health Services	Location: 3500 Sunrise Hwy. Great River, NY 11739	
Contact Person in Department / Agency Gary Amato	Telephone Number 854-0143	Grant Application Due Date

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
   Immunization Action Plan (IAP)

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

3. Grant / Contract Status (Check One Box)

   ____ A. New Program Application
   ____ B. Renewal Application
   X C. Supplemental (Specify) COLA Award
   ____ 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.)
   The purpose of this funding is to provide an annual Cost of Living Adjustment (COLA) for the IAP grant.

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: 4/1/2016 To: 3/31/2017

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$ -					
State	$ 24,720	100.0%				
Private						
County						
Total	$ 24,720	100.0%				

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 **X** 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, reduced services, financial implications, layoffs, etc.)?

The program will continu at additional cost to the County.

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 2016

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
PERSONAL SERVICES:	$0			
1100 Permanent Salaries				
1110 Interim Salaries	0			
1130 Temporary Salaries				
EQUIPMENT:	$0			
2010 Furniture				
2020 Office Machines				
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip				
2440 Instructional Equipment				
2500 Other Equip: Unclassified				
SUPPLIES, MATERIALS, OTHER	$0			
3010 Office Supplies	0			
3020 Postage				
3040 Printing				
3070 Memberships & Subscrip.				
3100 Instructional Supplies				
3160 Computer Software				
3370 Medical, Dental, Lab Supp.				
3500 Other Unclassified				
3510 Rent: Business Machines				
3680 Repairs, Special Equip				
UTILITIES:				
4010 Telephone & Telegraph				
TRAVEL:	$0			
4330 Travel Employee Contracts				
4340 Travel Other Contracts	0			

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
FEES FOR SERVICES:	$0			
4560: Fees for Services, Non-Employees				
Maxim Health Care	0			
CONTRACTED SERVICES (List)				
EMPLOYEE BENEFITS:	$24,720			
8280 Retirement	24,720			
8300 Insurance: Worker's Compensation				
8330 Social Security	0			
8360 Health Insurance	0			
8380 Dental Insurance	0			
OTHER: (List Source & Brief Explanation)				

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

Signature of Project Director

DETAIL LISTING OF PERSONAL SERVICES

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

NEW YORK STATE OF OPPORTUNITY. | Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

May 23, 2016

James L. Tomarken, MD, MSW, MPH, MBA, FRCPC, FACP
Health Commissioner
Suffolk County Department of Health Services
3500 Sunrise Highway, Suite 124, PO Box 9006
Great River, NY 11739-9006

Re: Cost of Living Adjustment (COLA) payments for State Fiscal Year (SFY) 2016-2017
Contract Initiative: Immunization Action Plan
Contract #: C-028322
Budget Period: 4/1/2016 – 3/31/2017

Dear Commissioner Tomarken:

Section 1 of part C of chapter 57 of the laws of 2006, as amended by section 1 of part I of chapter 60 of the laws of 2014, provide for the Commissioner of Health to establish an annual COLA for programs outlined in the statute. The SFY 2016-17 COLA appropriation has been allocated to eligible organizations at the rate of 8.24%.

The COLA award for the above referenced contract is **$24,720**. **Please read this letter and the attachments carefully** to ensure proper and timely submission of all required documents.

Please use the attached Proposal template to prepare a written plan for the COLA award and submit it to the Bureau of Immunization Administration Unit at ImmAdmin@health.ny.gov for approval **within 30 days** of this letter. Prior approval will ensure the most appropriate use of the funds and reduce processing delays. Once prior approval is granted by the contract manager, further instructions will be provided regarding the process for submission of the Claim for Payment (CFP), Budget Statement Report of Expenditures (BSROE), and all required supporting documentation as referenced in the attached guidance materials.

The attached BSROE contains a certification statement confirming that COLA funds were used to promote the recruitment and retention of staff or respond to other critical Non-Personal Services (NPS) costs. After all your COLA expenditures have been paid, **the certification must be completed, signed, and submitted along with your CFP prior to receiving reimbursement for approved expenditures**.

This letter and all attachments are being provided in electronic versions via e-mail to expedite completion. We require electronic submission of your completed documents. Do not mail in originals; they can be retained for your files. Include your county name in all file names and email subject lines, i.e., "County Name IAP 2016-17 COLA Proposal." Completed documents should be signed where applicable, scanned, and submitted by the deadlines to the Administration Unit at ImmAdmin@health.ny.gov.

Please contact me at 518-473-4437 or ImmAdmin@health.ny.gov with any questions regarding this 2016-17 COLA award.

Sincerely,

Betty Castle
Administration Unit
Bureau of Immunization

Attachments:
IAP 16-17 COLA Guidance for Submitting Claims
IAP 16-17 COLA Proposal and BSROE
IAP 16-17 COLA Claim for Payment

CC:
Mary Beth Petraco
Bruce Wladyka
Gary Amato
Sandra Williams

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1736

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: Susan B. Hodosky
Principal Financial Analyst

From: Gary Amato
Accountant

Date: June 30, 2016

Subject: Request for Legislative Resolution—Immunization Action Plan (IAP) COLA Award

---

The Division of Patient Care is requesting a legislative resolution to accept and appropriate $24,720 in additional State grant funds for the Immunization Action Plan (IAP) grant. These funds are for a Cost of Living Adjustment (COLA). The grant period is from 4/1/16-3/31/17.

Grant coordination forms and the award letter have been provided. Please prepare the resolution accordingly.

Public Health
Prevent. Promote. Protect.

DIVISION OF PREVENTIVE MEDICINE
H. Lee Dennison Building, 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, NY 11788
(631) 853-3032 Fax (631) 853-6208

2016 Intergovernmental Relations
Memorandum of Support

1736

TITLE OF BILL: Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $24,720 for the Immunization Action Program (IAP) administered by the Suffolk County Department of Health Services, Division of Patient Care for a cost of living adjustment (COLA).

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% grant funds from New York State Department of Health in the amount of $24,720 for the Immunization Action Program (IAP) COLA award.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This Resolution is needed to accept and appropriate additional State funds for a cost of living adjustment (COLA).

FISCAL IMPLICATIONS: Additional State grant funds in the amount of $24,720 will be added to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1736

DEPARTMENT OF HEALTH SERVICES

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

June 30, 2016

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% State grant funds from the New York State Department of Health in the amount of $24,720 for the Immunization Action Plan (IAP) Cost of Living Adjustment (COLA).

I enclose the 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-IAP COLA.docx."

Sincerely,

James Tomarken

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, MPA, Assistant to the Commissioner of Health Services
Dr. Shaheda Iftikar, MD, Director of Public health
Mary Beth Petraco, Public Health Nurse IV,
Susan B. Hodosky, Principal Financial Analyst

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

1737

Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS FROM NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $26,690 FOR THE TOBACCO ENFORCEMENT PROGRAM-ATUPA ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PREVENTIVE MEDICINE FOR A COST OF LIVING ADJUSTMENT (COLA)

WHEREAS, the New York State Department of Health has awarded Suffolk County State grant funds under the Tobacco Enforcement Program - ATUPA to be implemented by the Suffolk County Department of Health Services; and

WHEREAS, this grant has a start date of 04/01/16 and ends on 03/31/17 in which the County will receive 100% grant funding in the amount of $26,690 for the Tobacco Enforcement Program - ATUPA COLA; and

WHEREAS, said funds have not been included in the 2016 Operating Budget; now, therefore be it

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept $26,690 and appropriate said grant funds as follows:

ATUPA - $26,690

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4502	3403	$26,690

ORGANIZATIONS

Suffolk County Department of Health Services

Tobacco Enforcement Program - ATUPA
001-HSV-4502 $26,690

Employee Benefits

8000-EMPLOYEE BENEFITS: $26,690

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	ME	9010	8280	0000	Retirement	$26,690

and be it further

2nd **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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 of Approval:

HSV# 56-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION 1737

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

Title of Proposed Legislation
Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $26,690 for the Tobacco Enforcement Program-ATUPA administered by the Suffolk County Department of Health Services, Division of Preventive Medicine for a cost of living adjustment (COLA).

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate 100% grant funds from New York State Department of Health in the amount of $26,690 for the Tobacco Enforcement Program-ATUPA COLA award.

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% State grant funds from the New York State Department of Health

9. Timing of Impact
2016-2017

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***Date***
Susan B. Hodosky ***Principal Financial Analyst***	Susan B Hodosky	7/5/16
Suzanne MARTIN Pr Budget Examiner	Suzanne Martin	7-19-16

SCIN FORM 175b (10/95)

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

1737

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

1737

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 6/30/2016
Submitting Department / Agency: Department of Health Services	Location: 3500 Sunrise Hwy. Great River, NY 11739	
Contact Person in Department / Agency Gary Amato	Telephone Number 854-0143	Grant Application Due Date

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

   Tobacco Enforcement Program - ATUPA COLA

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

3. Grant / Contract Status (Check One Box)

   ____ A. New Program Application
   ____ B. Renewal Application
   X C. Supplemental (Specify) COLA Award
   ____ 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.)

   To accept a cost of living adjustment (COLA) from the NYS Department of Health for the ATUPA program.

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: 4/1/2016 To: 3/31/2017

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$ -					
State	$ 26,690	100.00%				
Private						
County						
Total	$ 26,690	100.00%				

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 X 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, reduced services, financial implications, layoffs, etc.)?

The program will terminate.

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 2016

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
PERSONAL SERVICES:	$0			
1100 Permanent Salaries	0			
1110 Interim Salaries	0			
1130 Temporary Salaries	0			
EQUIPMENT:	$0			
2010 Furniture				
2020 Office Machines	0			
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip				
2440 Instructional Equipment				
2500 Other Equip: Unclassified				
SUPPLIES, MATERIALS, OTHER	$0			
3010 Office Supplies	0			
3020 Postage				
3040 Printing				
3070 Memberships & Subscrip.				
3100 Instructional Supplies				
3160 Computer Software				
3370 Medical, Dental, Lab Supp.				
3500 Other Unclassified	0			
3510 Rent: Business Machines				
3680 Repairs, Special Equip				
UTILITIES:				
4010 Telephone & Telegraph				
TRAVEL:	$0			
4330 Travel Employee Contracts	0			
4340 Travel Other Contracts	0			

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
FEES FOR SERVICES:	$0			
4560: Fees for Services, Non-Employees				
Maxim Health Care	0			
CONTRACTED SERVICES (List)				
EMPLOYEE BENEFITS:	$26,690			
8280 Retirement	26,690			
8300 Insurance: Worker's Compensation				
8330 Social Security	0			
8360 Health Insurance	0			
8380 Dental Insurance	0			
OTHER: (List Source & Brief Explanation)				

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

Signature of Project Director

DETAIL LISTING OF PERSONAL SERVICES

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

Contact Person (for questions regarding COLA request): Rachel Cates NYSDOH-----Diane Brown Suffolk County Exec Office

Phone: 516-402-7510----------631-852-2814

Contractor Name: Suffolk County Health Department

Contract Initiative: Tobacco Enforcement Program

Contract No.: C028541

FY 15-16 COLA Award: $ 26,690

Budget Period (Claim Period): 4/1/16-3/31/17

Budget Item	Total COLA Expenditures	Description of how the expense relates to the program/initiative
Personal Services (PS + Fringe Benefits)		
Fringe Benefits	$ 26,690.00	Anticipated Fringe Benefits for Tobacco Enforcement Personnel are approximately 55%; Our budgeted amount is 9.43% with the balance in-kind due to budget restraints. We request that the in-kind fringe benefits from 4/1/16- 09/30/16 be reimburseable under the COLA.
Subtotal PS/FB	**$ 26,690.00**	
Non Personal Services (NPS)		
Subtotal NPS	**$ -**	
GRAND TOTAL	**$ 26,690.00**	

Contractor Approval
Signed: Barbara Narain

Title: Executive Assistant - Finance & Administration

Date: 5/24/16

Contract/Program Manager Approval (DOH)
Signed:

Title:

Date:

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1737

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: Susan B. Hodosky
Principal Financial Analyst

From: Gary Amato
Accountant

Date: June 30, 2016

Subject: Request for Legislative Resolution—Tobacco ATUPA COLA Award

---

The Division of Preventive Medicine is requesting a legislative resolution to accept and appropriate $26,690 in additional State grant funds for the Tobacco Enforcement Program-ATUPA grant. These funds are for a Cost of Living Adjustment (COLA). The grant period is from 4/1/16-3/31/17.

Grant coordination forms and the award letter have been provided. Please prepare the resolution accordingly.

Public Health
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DIVISION OF PREVENTIVE MEDICINE
H. Lee Dennison Building, 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, NY 11788
(631) 853-3032 Fax (631) 853-6208

2016 Intergovernmental Relations
Memorandum of Support

1737

TITLE OF BILL: Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $26,690 for the Tobacco Enforcement Program-ATUPA administered by the Suffolk County Department of Health Services, Division of Preventive Medicine for a cost of living adjustment (COLA).

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% grant funds from New York State Department of Health in the amount of $26,690 for the Tobacco Enforcement Program-ATUPA COLA award.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This Resolution is needed to accept and appropriate additional State funds for a cost of living adjustment (COLA).

FISCAL IMPLICATIONS: Additional State grant funds in the amount of $26,690 will be added to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1737

DEPARTMENT OF HEALTH SERVICES

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

June 30, 2016

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% State grant funds from the New York State Department of Health in the amount of $26,690 for the Tobacco Enforcement Program-ATUPA Cost of Living Adjustment (COLA).

I enclose the 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-Tobacco ATUPA.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, MPA, Assistant to the Commissioner of Health Services
Lori Benincasa, Director of Prevention, Education and Training
Susan B. Hodosky, Principal Financial Analyst

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

Intro. Res. No 1738-16 Laid on Table 7/26/16
Introduced by Presiding Officer on Request of the County Executive

RESOLUTION NO. -2016 ACCEPTING A DONATION OF REAL PROPERTY FOR OPEN SPACE PURPOSES - A SCDHS BOARD OF REVIEW TRANSFER OF DEVELOPMENT RIGHTS (REF. NO. C06-16-0004)

WHEREAS, a variance is being required from the Suffolk County Department of Health Services Board of Review in connection with an application as described in a Report of Findings and Recommendations regarding the applicant, John King, Ref. No. C06-16-0004); and

WHEREAS, the Board of Review, under Section 760-607 (A)(1) and (B)(1) of the SUFFOLK COUNTY SANITARY CODE, granted the request for a variance on July 17, 2016, subject to the applicant's obtaining, and transferring to the County of Suffolk development rights or credits for the excess density required and a transfer of property with covenants to the County of Suffolk to sterilize the transferred property so as to protect surface and groundwater quality by establishing limits on population density; and

WHEREAS, the Board of Review specifically imposed as a condition of its variance approval that the owner place a covenant upon the receiving parcel(s), known as S.C.T.M. No. District 0600, Section 041.00 Block 02.00 Lot 003.001, more particularly described on Schedule "A" attached hereto and made a part hereof, and on the transfer parcel(s) known as S.C.T.M. No. District 0600 Section 062.00 Block 04.00 Lot 001.000, more particularly described on Schedule "B" attached hereto and made a part hereof and whereby the parcel(s) described in Schedule "B" shall be sterilized by the property owner and transferred to the County of Suffolk for open space purposes in exchange for the transfer of its Development Density Rights to the property described in Schedule "A"; and

WHEREAS, the Suffolk County Department of Planning has recommended this proposed transfer in a Memorandum to the County Department of Health Services, Division of Environmental Quality, dated July 6, 2016, as provided in Schedule "C"; now, therefore be it

1st RESOLVED, that the County of Suffolk hereby accepts the donation and transfer of the property described in Schedule "B", subject to it being sterilized by the owner 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 imposed by the applicant, without impairing the essential nature and open character of the premises and subject to the use of the open space area for passive recreational purposes; and be it further

2nd RESOLVED, that the Suffolk County Division of Real Property Acquisition and Management in the Department of Economic Development and Planning, is hereby authorized, empowered, and directed, pursuant to Section C42-2(3)(d) of the Suffolk County Charter, to execute such documents as are necessary to acquire said parcel(s) as described in Schedule "B"; and be it further

3rd RESOLVED, that the Assessor of the Town of Riverhead, and all other assessors having jurisdiction thereof, be and they hereby are directed to mark the assessment rolls of their jurisdiction to show that said property is owned by the County of Suffolk and is exempt from taxation and exempt from special ad valorem levies and special assessments to the extent permitted by law pursuant to Section 406(1) of the NEW YORK REAL PROPERTY TAX LAW; and be it further

4th RESOLVED, that the Suffolk County Division of Real Property Acquisition and Management in the Department of Economic Development and Planning, shall transfer jurisdiction of said land as described in Schedule "B", to the Suffolk County Department of Parks, Recreation, and Conservation for passive recreational purposes; and be it further

5th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes an unlisted action which will not have a significant effect on the environment for the following reasons:

1. The proposed action will not exceed any of the criteria in Section 617.7(c) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) which sets forth thresholds for determining significant effect on the environment;

2. The property will be open space under the jurisdiction of the Suffolk County Department of Parks, Recreation, and Conservation, and;

3. The site will remain in its natural state and will only be used for passive recreation and habitat management purposes,

and be it further

6th RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with CEQ: and be it further

7th RESOLVED, that in accordance with Section 279-5(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

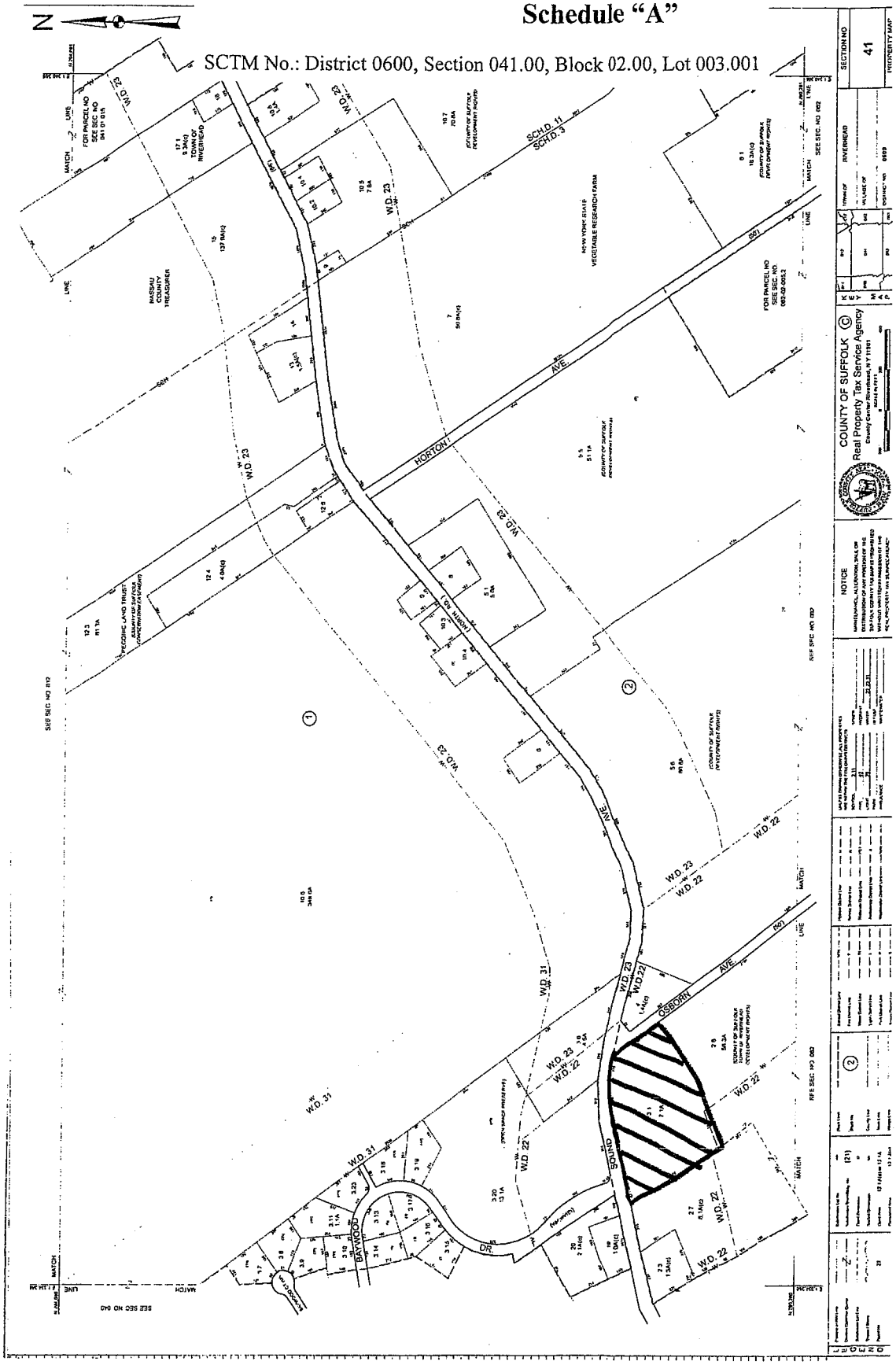
Date of Approval:

Schedule "A"

SCTM No.: District 0600, Section 041.00 Block 02.00 Lot 003.001

Schedule "A"

SCTM No.: District 0600, Section 041.00, Block 02.00, Lot 003.001

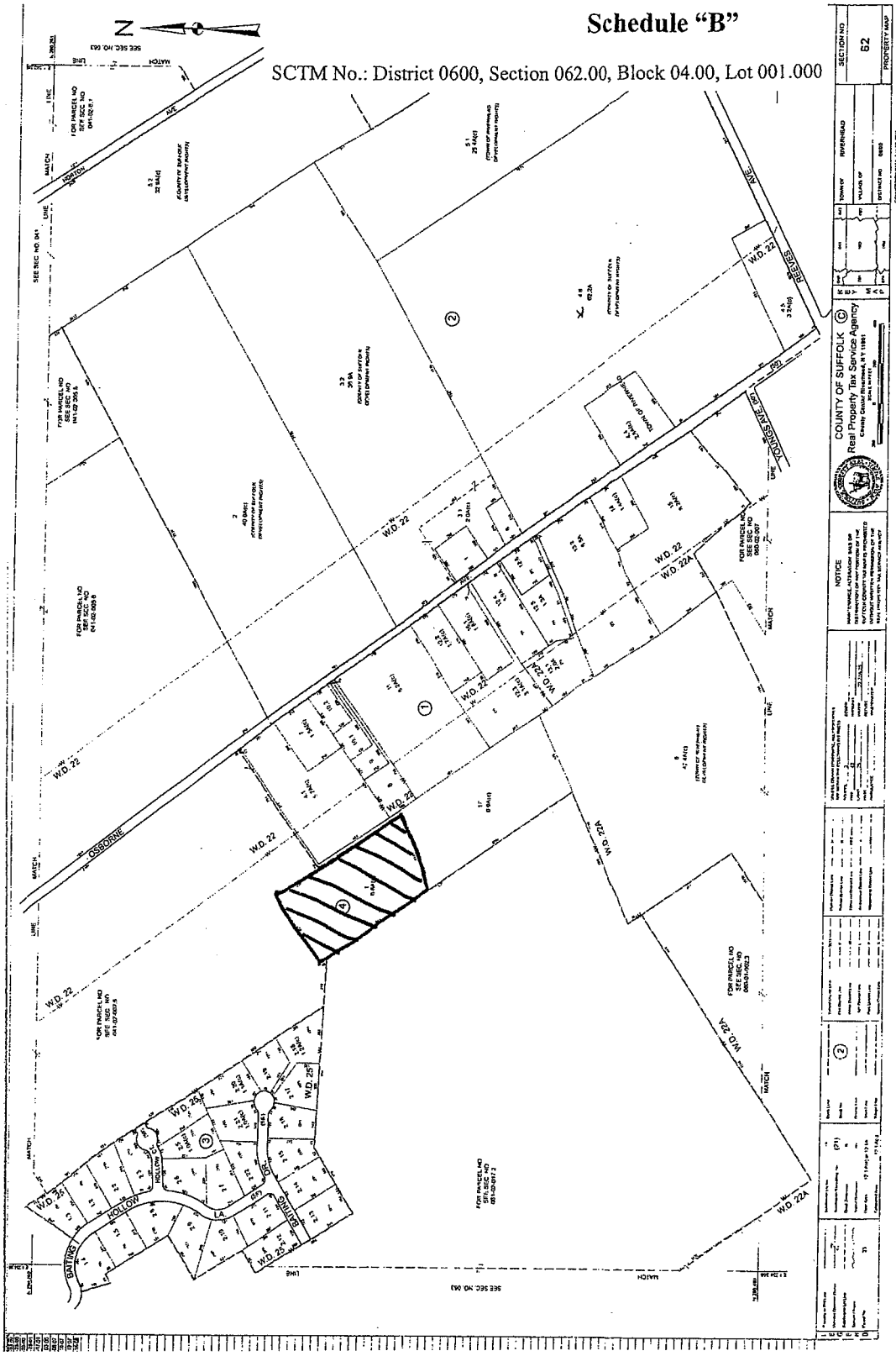


Schedule "B"

SCTM No. : District 0600 Section 062.00 Block 04.00 Lot 001.000

Schedule "B"

SCTM No.: District 0600, Section 062.00, Block 04.00, Lot 001.000



Schedule "C"

COUNTY OF SUFFOLK

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

MEMORANDUM

TO: *Patricia Floria, Chairman, SCDHS Division of Environmental Quality, Board of Review*
FROM: *Lauretta R. Fischer, Chief Environmental Analyst*
DATE: *July 6, 2016*
SUBJECT: Application to transfer development density credits FROM SCTM# 0600-062.00-04.00-001.000 TO SCTM# 0600-041.00-02.00-003.001 (SCDHS Ref. No. C06-16-0004)

We have reviewed a proposal from John King, dated June 23, 2016, to transfer development density **from** SCTM# 0600-062.00-04.00-001.000 **to** SCTM# 0600-041.00-02.00-003.001. Both properties are located within Hydrogeologic Zone III within the Town of Riverhead. We would have no objection to this transfer dependent upon the acreage your Department will require for this application to meet your gallons per day per acre standards.

The vacant property listed to be sterilized, SCTM# 0600-062.00-04.00-001.000, is located near to the receiving parcel in the hamlet of Calverton and is an undeveloped, wooded parcel that is 6.897 acres in size. We support the environmental protection of this property, through transfer of its density development rights. Furthermore, we would support the County receiving fee title to SCTM# SCTM# 0600-062.00-04.00-001.000 and accept its donation in order to add to our park holdings. The property would remain in its natural state for passive recreational use only.

If you have any further questions, please feel free to contact me at 3-6044.

cc: Sarah Lansdale, Director of Planning
Chris Lubicich, SCDHS Division of Environmental Quality

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1738

1. Type of Legislation

Resolution __X____ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

ACCEPTING A DONATION OF REAL PROPERTY FOR OPEN SPACE PURPOSES - A SCDHS BOARD OF REVIEW TRANSFER OF DEVELOPMENT RIGHTS (Ref. No. C06-16-0004)

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:

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		July 6, 2016

Diane E. Weyer
Chief Financial Analyst 7/12/2016

SCIN FORM 175b (10/95)

1738

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL (I.R.) : **ACCEPTING A DONATION OF REAL PROPERTY FOR OPEN SPACE PURPOSES - A SCDHS BOARD OF REVIEW TRANSFER OF DEVELOPMENT RIGHTS (Ref. No. C06-16-0004)**

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To accept the donation of land as part of a SCDHS Board of Review TDR requirement and transfer it to the Suffolk County Department of Parks, Recreation and Conservation for passive recreational purposes to be left in its natural state.

SUMMARY OF SPECIFIC PROVISIONS:

This parcel is located in the hamlet of Calverton, Town of Riverhead. It is primarily wooded and is being considered as a donation to the County as part of a SCDHS Board of Review TDR variance. The Board of Review, under Section 760-607 (A)(1) and (B)(1) of the SUFFOLK COUNTY SANITARY CODE, granted the request for a variance subject to the applicant's obtaining, and transferring to the County of Suffolk development rights or credits for the excess density required and a transfer of property with covenants to the County of Suffolk to sterilize the transferred property so as to protect surface and groundwater quality by establishing limits on population density.

JUSTIFICATION:

The Division of Planning and Environment has supported donations of land that are in their natural state and undisturbed. This parcel is 6.897 acres of woodland habitat is proposed to be transferred to the Suffolk County Department of Parks, Recreation and Conservation for passive recreational purposes to be left in its natural state.

FISCAL IMPLICATIONS:

None

COUNTY OF SUFFOLK

1738

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

July 6, 2016

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 - Donation of Land for TDR – John King**

Dear Mr. Schneider:

Attached for your review and consideration is an Introductory Resolution authorizing the acceptance of land by donation to fulfill the requirements for a SCDHS Board of Review Variance (SCDHS Ref. No. C06-16-0004). The property to be transferred to the Suffolk County Department of Parks, Recreation and Conservation is located in the hamlet of Calverton, Town of Riverhead.

We support this TDR and feel that the process benefits the County's interests with regard to environmental protection as well as adding to our Park inventory without cost.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

cc: Lisa Santeramo, Assistant Deputy County Executive
Katie Horst, Director, Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Theresa Ward, Chief Deputy Commissioner, EDP
Louis Bekofsky, Deputy Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst, Div. of Planning and Environment
Jason Smagin, Assistant Director, Div. of Real Property Acquisition and Management
Janet Longo, Acquisition Supervisor, Div. of Real Property Acquisition and Management
Robert Braun, Department of Law
CE Reso Review (electronic copy)

1739

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH MODIFICATION OF NEW YORK STATE ROUTE 110 TO INCLUDE BRT AND TRANSPORTATION IMPROVEMENTS (CP 5598)

WHEREAS, the Commissioner of Public Works has requested funds for a preliminary engineering study in connection with the Modification of New York State 110 to include BRT and transportation improvements; and

WHEREAS, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN 076114, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds and twenty percent (20%) County funds; and

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

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

WHEREAS, the Department of Public Works will assign staff funded in the Suffolk County Operating Budget to perform a portion of the tasks as required for the preliminary engineering study phase of this project; and

WHEREAS, sufficient funds are not included in the 2016 Adopted Capital Budget and program to cover the cost of said request and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State Aid; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,000,000 in Suffolk County Serial Bonds; now, therefore be it

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

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

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete engineering for the Modification of New York State 110 to include BRT and transportation improvements, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

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

5th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5598
Project Title: Modification of New York State Route 110 to include BRT

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
1. Planning and Design	$1,000,000	$ 0	$ 200,000B
		$ 0	$ 800,000F
TOTAL	$1,000,000	$ 0	$ 1,000,000

; and be it further

6th **RESOLVED**, that the proceeds of $200,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5598.110 (Fund 001-Debt Service)	50	Modification of New York State Route 110 to include BRT	$200,000

; and be it further

7th **RESOLVED**, that Federal Aid in the amount of $800,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-CAP-5598.110	50	Modification of New York State Route 110 to include BRT	$800,000

; and be it further

8th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $200,000; and be it further

9th **RESOLVED**, that the County Comptroller is hereby authorized and directed to accept Federal funding in the amount of $800,000; and be it further

10th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $800,000; and be it further

11th **RESOLVED**, that the County Comptroller is hereby authorized and directed to place into a debt service reserve fund any Federal or State Aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $200,000 for the County share; and be it further

12th **RESOLVED**, that the County Comptroller is hereby authorized to accept Federal and/or State Marchiselli aid in connection with this project; and be it further

13th **RESOLVED**, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

14th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1739

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH MODIFICATION OF NEW YORK STATE ROUTE 110 TO INCLUDE BRT AND TRANSPORTATION IMPROVEMENTS (CP 5598)

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

There are Federal funds available from the Federal Highway Administration (FHWA) for this project, with a share allocation of eighty (80%) percent Federal funds ($800,000) and twenty (20%) percent County funds ($200,000). Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/or state share. If short term notes are issued, the county would incur minimal interest costs. DPW to track staff and related costs associated with this project for chargeback purposes.

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

N/A

8. Proposed Source of Funding

Federal Funds 80% and Suffolk County Serial Bonds 20%.

9. Timing of Impact

For Suffolk County Serial Bonds: It is anticipated that bonds will be issued Fall 2016 and debt service will commence Fall 2017. There is no impact in 2016. Earliest debt service fiscal impact will be in the 2017 Operating Budget.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		July 20, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1739

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$42,462**	**$0.08**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$42,462**	**$0.08**	$0.001

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 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

1739

Term of Bonds	5
Amount to Bond:	$200,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$38,412.47	$4,050.00	$42,462.47	$42,462.47
			$1,636.07	$1,636.07	
11/1/2018	2.000%	$39,190.32	$1,636.07	$40,826.40	$42,462.47
			$1,239.27	$1,239.27	
11/1/2019	2.000%	$39,983.93	$1,239.27	$41,223.20	$42,462.47
			$834.43	$834.43	
11/1/2020	2.000%	$40,793.60	$834.43	$41,628.04	$42,462.47
			$421.40	$421.40	
11/1/2021	2.125%	$41,619.67	$421.40	$42,041.07	$42,462.47
11/1/2022		$200,000.00	$12,312.36	$212,312.36	$212,312.36
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1739

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2016 INTERGOVERMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1739

TITLE OF BILL:

AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH MODIFICATION OF NEW YORK STATE ROUTE 110 TO INCLUDE BRT AND & TRANSPORTATION IMPROVEMENTS (CP 5598)

PURPOSE OR GENERAL IDEA OF BILL:

Scoping and design to investigate the feasibility of reconfiguring New York State Route 110 to include BRT and provisions for transportation improvements along the corridor from Amityville to Halesite.

SUMMARY OF SPECIFIC PROVISIONS:

As a Federally funded project (80% Federal), mandated milestones must be met to insure that Federal funds are obtained, including the passage of a County resolution prior to the final federal authorization, which must occur prior to September 30, 2016.

JUSTIFICATION:

This would enable Suffolk County to progress with engineering in connection with the modification of New York State Route 110 to incorporate BRT and transportation improvements.

FISCAL IMPLICATIONS:

Bonds will be issued to finance this project and principal and interest will be incurred over the life of the bonds.

** Nassau/Suffolk Transportation Coordinating Committee **
TIP Format Report for Selected Projects on Draft Program
SUFFOLK COUNTY PROGRAM

AGENCY PIN WORKTYPE <AQ STATUS> / AQ CODE	PROJECT DESCRIPTION / COUNTY	TOTAL PROJECT COST	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	5-YEAR PROGRAM (FFY) Starting October 01, 2016: PRE FFY 2017	FFY 2017	FFY 2018	FFY 2019	FFY 2020	FFY 2021	POST FFY 2021
SUFFOLK CO. TRANSIT **076104** MOBIL <Exempt>	OPERATING ASSISTANCE TO EXPAND SUFFOLK COUNTY ACCESSIBLE TRANSPORTATION SERVICES TO PREVIOUSLY UNSERVED AREAS OF SUFFOLK COUNTY WITH THE EXCEPTION OF SHELTER ISLAND. IT ALSO ENABLES THE COUNTY TO SERVE INTO PARTS OF NASSAU AS FAR WEST AS NYS RT106/107		FTA 5310 04/2016 LOCAL 04/2016	0.000 0.000	MISC MISC	2.520 2.520						
AQC:B2P	SUFFOLK	**TPC:** $4.6-$7.5 M	**TOTAL 5YR COST :**	0.000		5.040	0.000	0.000	0.000	0.000	0.000	0.000
SUFFOLK CO. **076113** RECON <Non-Exempt>	SAFE ACCESS TO TRANSIT ALONG NICOLLS ROAD BRT CORRIDOR INCLUDING CONST. OF ADA COMPLIANT RAMP, WALKWAY, BUS SHELTERS, PEDESTRIAN CROSSING SIGNALS AND LIGHTS TO ACCESS TRANSIT STOPS IN VICINITY OF LIRR TRAIN STATIONSIN TOWN OF BROOKHAVEN, SUFFOLK COUNTY		TAP LG URBAN 09/2018 LOCAL 09/2018 TAP LG URBAN 09/2018 LOCAL 09/2018	0.144 0.036 1.308 0.327	CONINSP CONINSP CONST CONST			0.144 0.036 1.308 0.327				
AQC:NON	SUFFOLK	**TPC:** $70-$130 M	**TOTAL 5YR COST :**	1.815		0.000	0.000	1.815	0.000	0.000	0.000	0.000
SUFFOLK CO. **076114** TRANSIT <Non-Exempt>	ROUTE 110 BUS RAPID TRANSIT (BRT) CORRIDOR (HALESITE-AMITYVILLE LIRR) TO SERVE MAJOR ASSETS & EMPLOYMENT GENERATORS & ADDRESS SAFETY, CONGESTION & MOBILITY CONCERNS. EXPLORE DEDICATED LANES, QUEUE JUMPS & TRANSIT SIGNAL PRIORITY		CMAQ 04/2016 LOCAL 04/2016 CMAQ 07/2018 LOCAL 07/2018 CMAQ 09/2020 LOCAL 09/2020 CMAQ 09/2020 LOCAL 09/2020 CMAQ 09/2021 LOCAL 09/2021 CMAQ 09/2021 LOCAL 09/2021	0.000 0.000 1.600 0.400 1.200 0.300 10.800 2.700 1.200 0.300 10.800 2.700	PRELDES PRELDES DETLDES DETLDES CONINSP CONINSP CONST CONST CONINSP CONINSP CONST CONST	0.800 0.200		1.600 0.400		1.200 0.300 10.800 2.700	1.200 0.300 10.800 2.700	
AQC:NON	SUFFOLK	**TPC:** $32-$50 M	**TOTAL 5YR COST :**	32.000		1.000	0.000	2.000	0.000	15.000	15.000	0.000
SUFFOLK CO. **076115** STUDY <Exempt>	SAGTIKOS STATE PARKWAY ALTERNATIVES ANALYSIS STUDY FROM KINGS PARK TO BABYLON TO EXPLORE TRANSIT OPTIONSALONG THE PARKWAY CORRIDOR, TOWNS OF ISLIP AND SMITHTOWN, SUFFOLK COUNTY		STP LG URBAN 01/2016 LOCAL 01/2016	0.000 0.000	MISC MISC	0.400 0.100						
AQC:C3P	SUFFOLK	**TPC:** < $0.75 M	**TOTAL 5YR COST :**	0.000		0.500	0.000	0.000	0.000	0.000	0.000	0.000
SUFFOLK CO. **076128** BRIDGE <Exempt>	SC BRIDGE PREVENTIVE MAINTENANCE PROGRAM. THIS INCLUDES CYCLICAL CLEANING, REPAINTING AND CORRECTIVE REPAIRS AS REQUIRED TO EXTEND USEFUL LIFE (WAS 0T2438)		STP LG URBAN 08/2018 LOCAL 08/2018 STP LG URBAN 08/2018 LOCAL 08/2018	0.080 0.020 0.720 0.180	CONINSP CONINSP CONST CONST			0.080 0.020 0.720 0.180				
AQC:A19P	SUFFOLK	**TPC:** $0.6-$1.5 M	**TOTAL 5YR COST :**	1.000		0.000	0.000	1.000	0.000	0.000	0.000	0.000

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner

DATE: July 11, 2016

RE: **Appropriating Funds in Connection with Modification of New York State Route 110 to Incorporate BRT and Transportation Improvements (CP 5598)**

Attached is a draft resolution to appropriate the sum of $1,000,000 for engineering and planning in connection with the above referenced project. There are sufficient funds included in the 2016 Capital Budget for this request.

This funding will provide for design to investigate the feasibility of building a bus rapid transit line by modifying the shoulder of New York Route 110 and constructing traffic signal priority and queue jumps where applicable along this corridor from Amityville to Halesite.

This is a Federally funded project. Mandated milestones must be met to insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization, which must occur prior to September 30, 2016 or the County risks the loss of the Federal funding for this project. **Consequently, a Certificate of Necessity is accompanying this resolution to secure Legislative approval at the July 26 meeting.**

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-CP 5598 (NYS 110 BRT) Approp.doc".

GA/DT/bd
Attachment
cc: CE RESO REVIEW

1740

Intro. Res. No. -2016 Laid on Table 7/26/2016

Introduced by Presiding Officer, on request of County Executive

RESOLUTION NO. –2016 TO APPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (Rodney Anderson)

WHEREAS, Section 14-2(A) of the SUFFOLK COUNTY CHARTER provides for the appointment of fifteen (15) members of the Suffolk County Planning Commission, one member from each of the ten (10) towns in Suffolk County, one member from an incorporated village of under 5,000 population, one member from an incorporated village of over 5,000 population, and three members from the County at large: and

WHEREAS, Samuel Chu, a Suffolk County Planning Commission member at large will vacate his position on or about July 1, 2016, which term expires on December 31, 2016, (Resolution No. 98-2015); and

WHEREAS, Steven Bellone, the County Executive of Suffolk has appointed Rodney Anderson, currently residing in Aquebogue, NY, 11931 as an at-large member of the Suffolk County Planning Commission for the remainder of the term formerly held by Samuel Chu, which term will be vacated on or about July 1, 2016; now, therefore be it

1st **RESOLVED**, that Rodney Anderson, currently residing in Aquebogue, NY, 11931 is hereby appointed as an at-large member of the Suffolk County Planning Commission for the remainder of the term, which term will expire December 31, 2018, pursuant to Section 14-2(A) of the SUFFOLK COUNTY CHARTER.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1740

RODNEY ANDERSON

, AQUEBOGUE, NY 11931

PHONE: 631-

OBJECTIVE: To service the Agriculture Community of Suffolk County by maintaining our status as one of the leading agricultural counties in New York.

EDUCATION:

Delaware Valley College – B.S. Ornamental Horticulture
Suffolk County Community College – Associate Business Degree
Riverhead High School – Graduate

EXPERIENCE:

Anderson Farms – 1997-Present
-Family Business – Wholesale & Retail Operation

Nomad Nurseries – Aquebogue, NY 2000-Present
- Owner – Operator - Small scale ornamental nursery

Environmentals Inc. Cutchogue, NY – 1995-1997
-Container Production & Management

Moon Nurseries, Yardley, PA – 1994-1995
- Container Production – Sales

Bucks County Nurseries, PA – 1993-1994
- Nursery Production

ORGANIZATIONS:

Long Island Farm Bureau – Director 1999-2005
Long Island Farm Bureau - Director 2007-2013
Long Island Farm Bureau - Director 2015- Present

American Farm Bureau Federation
-Young Farmer Representative NE Region – 2004-2006
New York Farm Bureau State Board – LI Representative – 2006
Long Island Farm Bureau Young Farmer Committee – Chair – 2000-2005
Riverhead Farm Select Committee – 2014 – Present

Professional Organizations:

- Long Island Farm Bureau
- American Bamboo Society
- American Conifer Society
- International Plant Prorogation Society

*References available upon request 12/2015

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1740

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, TO APPOINT MEMBER OF SUFFOLK COUNTY PLANNING COMMISSION (RODNEY ANDERSON)

3. Purpose of Proposed Legislation SAME AS 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*
Sarah Lansdale Director of Planning		

SCIN FORM 175b (10/95)

2016 1NTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1740

TITLE OF BILL: TO APPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (RODNEY ANDERSON)

PURPOSE OR GENERAL IDEA OF BILL: Section 14-2(A) of the SUFFOLK COUNTY CHARTER provides for the appointment of fifteen (15) members of the Suffolk County Planning Commission, one member for each of the ten (10) towns in Suffolk County, one member from an incorporated village of under 5,000 population, one member from an incorporated village of over 5,000 population, and three members from the County at large.

SUMMARY OF SPECIFIC PROVISIONS: To appoint Rodney Anderson, currently residing in Aquebogue, NY 11931, as a member at-large of the Suffolk County Planning Commission, for the remainder of the term left by Samuel Chu, which term expires on December 31, 2018 (Resolution 98-2015). Samuel Chu will vacate his position on or about July 1, 2016.

JUSTIFICATION: Samuel Chu will vacate his position as a member at-large of the Suffolk County Planning Commission, which term expires on December 31, 2018 (Reso. No. 98-2015). County Executive Bellone to appoint Rodney Anderson, currently residing in Aquebogue, NY 11931, as a member at-large, to fill this vacancy.

FISCAL IMPLICATIONS: There is no fiscal impact.

COUNTY OF SUFFOLK

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

1740

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 2, 2016

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

Re: Reso-EDP-Appointing Rodney Anderson (Planning Commission)

Dear Mr. Schneider:

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

TO APPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (RODNEY ANDERSON)

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

Very truly yours,

Sarah Lansdale
Director of Planning

Enclosures

cc: Joanne Minieri, Deputy County Executive and Commissioner
Dept. of Economic Development and Planning
CE Reso Review (electronic copy)

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Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Legislator Spencer

RESOLUTION NO. -2016, TO APPOINT MEMBER TO THE TEEN PREGNANCY ADVISORY BOARD (ALLISON HEATHER ELISCU, M.D., F.A.A.P.)

WHEREAS, Resolution No. 821-2011, as amended by Resolution No. 719-2014 and Resolution No. 554-2016 established a permanent Teen Pregnancy Advisory Board to provide ongoing support, assistance and oversight to the County's continued efforts to decrease teen pregnancy; and

WHEREAS, members of the Teen Pregnancy Advisory Board serve at the pleasure of their respective appointing authorities; now, therefore be it

1st **RESOLVED**, that **Allison Heather Eliscu, M.D., F.A.A.P.**, is hereby appointed as a member of the Teen Pregnancy Advisory Board, as the medical professional, effective immediately.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER AND RES. NO. 554-2016

s:\res\r-appt-eliscu-teen-pregnancy

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ALLISON HEATHER ELISCU, MD, FAAP

• Plainview, NY 11803 • (646)

Higher Education
(Including internship, residency and other formal professional training)

From	To	Degree & Date	Institution & Location	Field
July 2006	June 2009	Adolescent Medicine Fellowship June 2009	Mount Sinai Adolescent Health Center New York, NY	Adolescent Medicine
July 2003	June 2006	Pediatric Residency June 2006	Columbia Presbyterian Medical Center New York, NY	Pediatrics
Sept 1999	May 2003	Medical Doctorate May 2003	George Washington University School of Medicine Washington, DC	
Sept 1995	June 1999	Bachelor's of Science June 1999	Union College Schenectady, NY	Mathematics

Certification & Licensure
(ECFMG, FLEX, National & Professional Boards & Licenses)

Date	Agency
March 2010	American Board of Pediatrics Board Certified in Adolescent Medicine
October 2006	American Board of Pediatrics Board Certified in General Pediatrics
January 2005	New York State Medicine and Surgery License License Number 235053

Appointments
(Academic Appointments)

Dates From	To	Title	Status*	Institution & Location
Oct 2011	Present	Division Chief of Adolescent Medicine	S	Stony Brook School of Medicine, Stony Brook Children's Hospital Stony Brook, NY
July 2009	Present	Assistant Clinical Professor of Pediatrics	S	Stony Brook School of Medicine, Stony Brook Children's Hospital Stony Brook, NY

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Professional Practice & Services

Date	Activity	Location	Institutional Affiliation
July 2009 - Present	Medical Staff Attending	Stony Brook Children's Hospital	Stony Brook University Hospital
July 2009 – Present	Medical Staff Attending	Ambulatory Practices for Stony Brook Children's Hospital: 37 Research Way East Setauket, NY (July 2009 – Present) 2701 Sunrise Highway Islip Terrace, NY (July 2009- Present) 450 Waverly Avenue Patchogue, NY (Dec 2012 – June 2014) 15 West Second Street Riverhead, NY (Feb 2010 – Nov 2012)	Stony Brook University Hospital

Professional and Scientific Societies

Organization	Dates of Membership
Member and Fellow American Academy of Pediatrics National Chapter and New York Chapter 2 (Brooklyn, Nassau, Queens, Suffolk)	July 2003 - Present
Member Society for Adolescent Health and Medicine National Chapter and New York Chapter	July 2006 - Present
Faculty Member NYC STD/HIV Prevention Training Center, Instructor for clinicians partaking in Adolescent STD Intensive Course twice annually	Nov 2012 – Present
Advisory Council Member NY Promoting and Advancing Teen Health (NYPATH), Mailman School of Public Health, Provide trainings for general practitioners on adolescent issues throughout NY State	Oct 2011 – Present
Faculty Member Adolescent Reproductive and Sexual Health Education Program (ARSHEP) Physicians for Reproductive Health	Oct 2008 – Present

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Panel Member 9/30/15
"What's Happening in Suffolk County"
A workshop for Suffolk County legislators, community members, providers and adolescents.
Suffolk County Teen Pregnancy Advisory Board's Summit on Prevention, Education & Resources for Professionals

Professional and Community Advocacy

Advocate and Resident Supervisor Feb 2010 – Present
American Academy of Pediatrics Annual Advocacy Day, Albany, NY Annually
Schedule meetings with legislators, supervise residents and role model effective lobbying skills for residents

Confidentiality, STIs and Vaccines in Adolescents, Staff Training 3/15/16
Community Housing Innovations Family Homeless Shelter
Commack, NY

Sexually Transmitted Infections and STIs, Workshop for Parents 2/26/16
Community Housing Innovations Family Homeless Shelter
Commack, NY

Health Issues in LGBT Youth, Workshop for Adolescents, Parents and Community Members 11/17/15
Long Island LGBT Conference
Sponsored by Long Island Gay and Lesbian Youth (LIGALY)
Stony Brook, NY

Sexually Transmitted Infections and STIs, Workshop for Parents 6/10/15
Community Housing Innovations Family Homeless Shelter
Commack, NY

Confidentiality, Contraception and STIs in Adolescents, Staff Training 4/21/15
Community Housing Innovations Family Homeless Shelter
Commack, NY

Sexually Transmitted Infections and STIs, Talking to Teens, A Workshop for Parents 3/13/14
Community Housing Innovations Family Homeless Shelter
Commack, NY

High School Health Class Discussion Leader May 2009
Hewitt School
New York, NY

Group Facilitator for High School Health Classes, monthly sessions July 2007 – June 2008
Julia Richmond Education Complex
New York, NY

Member and Advocate April 2008
New York State Expedited Partner Therapy Coalition
Lobbied state legislators to help legalize expedited partner therapy for chlamydia in New York State

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Health Class Discussion Leader Richard Green High School NY, NY	May 2007
After School Group Leader Amistad Dual Language School New York, NY	Sept 2005 – June 2006
Graduate Student Medical Ethics and Israel Experience Program Shaare Zedek Medical Center, Jerusalem	Summer 2000
Hospital-based immersion program at Le Centre Hospitalier de Troyes Troyes, France	Summer 1998

Manuscript Review

Ad hoc reviewer *Journal of Adolescent Health*	2008-2009
Ad hoc reviewer *Sexually Transmitted Diseases (Journal of American Sexually Transmitted Diseases Association)*	2008-2009
Ad hoc reviewer *Sexually Transmitted Infections*	2008-2009

Academic & Professional Honors

Date	Honor
June 2003	Alpha Omega Alpha
June 1999	Phi Beta Kappa
June 1999	William E. Lasnek Prize at Union College Awarded annually to one premedical college student for good scholarship and character
May 2013	Mentored resident research won best poster presentation at Stony Brook University Pediatric Research Day Santiago, A., **Eliscu, A.,** Messina, C. Early Discontinuation Patterns of Hormonal Contraception in Adolescent Females.

Research Support: Grants, Contracts

Award# 77497, Allison Eliscu, PI 5% FTE — **July 1, 2016 – June 30, 2021**
New York State Department of Health AIDS Institute — **$133,794**
Pre-Exposure Prophylaxis (PrEP) in General and HIV Primary Care Settings
Provides comprehensive outreach, education, linkage to and retention in HIV PrEP services to individuals at high risk for acquiring HIV infection in Suffolk County, NY

Award# 70088, Allison Eliscu, PI 25% FTE — **January 1, 2010 – December 31, 2016**
New York State Department of Health Maternal Child Health Division — **$375,000**
Comprehensive Adolescent Pregnancy Prevention
Provides comprehensive, evidence-based sexuality education to promote healthy sexual behaviors among youth; increases access to comprehensive reproductive medical care for adolescents

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Award# Pending, Allison Eliscu, PI 14% FTE **July 1, 2016 – June 30, 2021**
New York State Department of Health AIDS Institute **$247,000**
Adolescent/Young Adult HIV Specialized Care Center
Specialized care centers are designed to meet the complex medical management and unique mental health needs of perinatally and behaviorally infected adolescents and young adults

Award# 72572, Allison Eliscu, PI 15% FTE **July 1, 2011 – June 30, 2016**
New York State Department of Health AIDS Institute **$336,341**
Adolescent/Young Adult HIV Specialized Care Center
Specialized care centers are designed to meet the complex medical management and unique mental health needs of perinatally and behaviorally infected adolescents and young adults

Award# 72053, Allison Eliscu, Co-Investigator, **August 1, 2012 – July 31, 2017**
Sharon Nachman, PI 0.045% FTE **$761,301**
Health Resources and Services Administration (HRSA)
HRSA Ryan White Part D WICY
Provide outpatient family-centered primary medical care for women, infants, children and youth with HIV/AIDS in Suffolk County, NY

Submitted, Allison Eliscu, PI **January 1, 2017 – December 31, 2021**
New York State Department of Health Maternal
Child Health Division
Comprehensive Adolescent Pregnancy Prevention

Courses Directed and Taught

Date	Institution	Title	Enrollment
6/3/16	Stony Brook School of Medicine	Small group leader for Themes in Medical Education (TiME) block focusing on Confidentiality and Consent in Adolescents	1st year medical students
Oct 2011 - Present	Stony Brook Children's Hospital	Director of Adolescent Medicine rotation for pediatric residents	Pediatric Residents
Sept 2012 - Present	Stony Brook School of Medicine	Small group facilitator for Medicine in Contemporary Society Course	1st and 2nd year medical students
Aug 2009- Present	Stony Brook Children's Hospital	Clinical preceptor in Adolescent Medicine for pediatric residents monthly	Pediatric residents
Aug 2009 – Present	Stony Brook School of Medicine	Clinical preceptor in Adolescent Medicine for 4th year medical students, 4 week rotations	4th year medical students
Aug 2009 - Present	Stony Brook Children's Hospital	Adolescent medicine board review session in small groups monthly	Pediatric residents
Aug 2009 - Present	Stony Brook Children's Hospital	Supervisor for residents preparing and presenting adolescent medicine curriculum lectures monthly	Pediatric residents

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Jan 2011 – Dec 2013	Stony Brook School of Medicine	**Getting Inside Adolescent HEADDSS** – small group facilitator	3rd year medical students
Aug 2009 – Jan 2013	Stony Brook School of Medicine	Adolescent case reviews – small group facilitator	4th year medical students
3/30/16	Stony Brook University Hospital and Stony Brook School of Medicine	**Human Papillomavirus (HPV) and the HPV Vaccine,** Grand Rounds	Department of Family Medicine faculty, nursing, trainees and medical students
3/9/16	Stony Brook University Hospital and Stony Brook School of Medicine	**HIV Pre-Exposure Prophylaxis (PrEP) and Nonoccupational Post-Exposure Prophylaxis (nPEP),** in-service	Department of Obstetrics and Gynecology faculty, nursing, trainees and medical students
2/9/16	Stony Brook University Hospital and Stony Brook School of Medicine	**Eating Disorders in Adolescents,** Fellowship lecture in Psychosomatic Medicine series	Department of Psychiatry faculty, nursing, trainees and medical students
12/15/15	Stony Brook School of Medicine	**Confidentiality in Adolescent Health Care,** Lecture in Medicine in Contemporary Society Course	1st year medical students
2011-Present Annually	Stony Brook Children's Hospital and Stony Brook School of Medicine	**Advocacy 101**	Pediatric residents and 4th year medical students
12/1/15	Stony Brook Children's Hospital	**Managing a Patient with an Eating Disorder on the Pediatrics Floor: a Multidisciplinary Approach**	Nurses and certified nurse's aides, pediatric residents
3/20/15	Stony Brook Children's Hospital	**Managing a Patient with an Eating Disorder on the Pediatrics Floor,** in-service	Nurses and certified nurse's aides, pediatric residents
10/23/15	Stony Brook Children's Hospital	**Talking to Adolescents and Their Families in the Pediatric Clinic,** in-serivce	Nurses, certified medical assistants, administrative assistants
3/25/15	Stony Brook Children's Hospital and Stony Brook School of Medicine	**Human Papillomavirus (HPV) and the HPV Vaccine,** Grand Rounds	Department of Pediatrics faculty, nursing, trainees and medical students
1/29/14	Stony Brook Children's Hospital	**Contraception and STIs in Adolescents – Clinical Pearls**	Pediatric Primary Care Faculty

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2012-2014 Annually	Stony Brook School of Medicine	**Puberty and Talking to Teens**	1st year medical students
March 2013	Stony Brook School of Medicine	**Confidentiality in Adolescent Health Care,** Lecture in Medicine in Contemporary Society I	1st year medial students
4/11/12	Stony Brook Children's Hospital and Stony Brook School of Medicine	**Eating Disorders in Adolescents: The Role of the Primary Care Provider,** Grand Rounds	Department of Pediatrics faculty, nursing, trainees and medical students
4/10-10/10	Stony Brook Children's Hospital	Co-director of Community Pediatrics Rotation	Pediatric Residents

University Service*

Date From	To	Activity
10/15	Present	Member, Stony Brook Children's Residency Admissions Committee
11/15	Present	Member, Scholarship Oversight Committee for Aderonke Adefisayo, MD, Pediatric Infectious Diseases Fellow
10/12	4/16	Collaborating Physician overseeing Denise Ferraro, NP, in Stony Brook Children's Hospital Adolescent Medicine clinics

Publications in Refereed Journals

Articles

Eliscu, A., Burstein, G. Updates in Contraceptive Counseling for Adolescents. *Journal of Pediatrics.* 2016 Accepted for Publication.

Eliscu, A. Human Papillomavirus and HPV Vaccines. *Pediatrics in Review.* 2016 Accepted for Publication.

Eliscu, A., Burstein, G., Ford, K., Hogben, M., Chaffee, T., Straub, D., Shafii, T., Huppert, J. Expedited Partner Therapy for Adolescents Diagnosed with Chlamydia or Gonorrhea: A Position Paper of the Society for Adolescent Medicine. Statement Supported by the American Academy of Pediatrics. *Journal of Adolescent Health.* 2009 Sep;45(3):303-9.

Abstracts

Ricondo, S., Messina, C., **Eliscu, A.** Evaluating Psychosocial Screenings, Counseling and Interventions in a Hospitalized Adolescent Population. Poster presented at Stony Brook University Pediatric Research Day, May 2016.

Santiago, A., **Eliscu, A.,** Messina, C. Early Discontinuation Patterns of Hormonal Contraception in Adolescent Females. Poster presented at Stony Brook University Pediatric Research Day May, 2013.

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Jacobs, Z. **Eliscu, A.** Severe Mitral Regurgitation Associated with Refeeding Syndrome in an Adolescent with Anorexia Nervosa. Poster presented at Stony Brook University Pediatric Research Day May, 2012.

Eliscu, A., Bui-Duy, M., Nucci, A., Rojas, M. How Risky Can It Be? Knowledge of Oral STIs among Teens and Factors that Influence Knowledge. Poster presented at Society of Adolescent Medicine Conference, March 2007.

Eliscu, A., Bui-Duy, M., Nucci, A., Rojas, M. How Risky Can It Be? Knowledge of Oral STIs among Teens and Factors that Influence Knowledge. Poster presented at Mount Sinai School of Medicine Pediatric Research Day, April 2007.

Publications in Non-Refereed Journals and Papers

Eliscu, A., Terrell, L., Blythe, M., Burstein, G. Adolescent Sexually Transmitted Infections. In: Omar, H., Greydanus D., Tsitsika, A., et al, ed. *Pediatric and Adolescent Sexuality and Gynecology: Principles for the Primary Care Clinician.* New York: Nova Science Publishing, 2013.

Eliscu, A., Cooperman, D., Michener, J., Nucci-Sack, A., Diaz, A. Promoting Healthy Behaviors in Adolescents. City Health Information. 2009;28(2):9-20. Available at: http://www.nyc.gov/html/doh/downloads/pdf/chi/chi28-2.pdf.

Eliscu, A., Burstein, G. Vulvovaginal Discharge. In: Talib, H., Paxon, E., ed. *Adolescent Gynecology: A Clinical Casebook.* Springer Publishing. In Preparation.

Educational Products/E-Publications

Stony Brook CEO Blog: Stony Brook Children's Residents Attend Advocacy Day — April 6, 2016
Available at: https://www.stonybrookmedicine.edu/ceoblog/stony-brook-childrens-residents-attend-advocacy-day

Developed online content for Stony Brook Medicine site — October 2015
Adolescent Medicine – Tailored to Teen's Needs
Available at: www.stonybrookmedicine.edu/patientcare/adolescentmedicine

HPV and the HPV Vaccines in Adolescents Webinar — 11/18/15
Available for viewing on New York Promoting and Advancing Teen Health (NYPATH) website

Video demonstrating How to Interview an Adolescent Patient — May 2015
Video is part of training curriculum for 1st year medical students annually

Video of **Puberty and Talking to Teens** lecture — 2014
Incorporated into 1st year medical students Themes in Medicine (TiME) curriculum annually

Created comprehensive adolescent medicine online curriculum for pediatric residents — 2013
Stony Brook School of Medicine

Video of **Consent and Confidentiality for Adolescents** lecture — 2013
Incorporated into 1st year medical students Themes in Medicine (TiME) curriculum annually

Human Papillomavirus and Adolescents — 2012
Presentation posted on Physicians for Reproductive Health Website

Slipped Capital Femoral Epiphysis 1741 March 2006
Online didactic created for pediatric residents and medical students
Children's Hospital of New York-Presbyterian, NY, NY

Introduction to Adolescent Medicine Jan 2006
Created web-based curriculum for pediatric residents and medical students
Children's Hospital of New York-Presbyterian, NY, NY

Featured in "Tailoring Medical School to Cultural Differences" 2/27/05
NPR Weekend edition

Teaching Activities

Date	Institution	Title	Enrollment
5/3/16	Stony Brook Children's 6th Annual Comprehensive Adolescent Pregnancy Prevention (CAPP) Symposium, Wheatley Heights, NY	**Mental Health Care Cases in Adolescents**	77 Community Members, CAPP Providers and Adolescents
4/28/16	Nassau University Medical Center, East Meadow, NY	**HPV and the HPV Vaccines in Adolescents,** Grand Rounds	Department of Pediatrics nursing, trainees and medical students
2/29/16	Suffolk Pediatrics Society Smithtown, NY	**HPV and the HPV Vaccines in Adolescents**	Members of the Suffolk Peds Society
11/18/15	NYC STD/HIV Prevention Training Center, NYPATH and Physicians for Reproductive Health	**HPV and the HPV Vaccines in Adolescents Webinar**	New York State medical providers and community members
5/5/15	Stony Brook Children's 5th Annual Comprehensive Adolescent Pregnancy Prevention (CAPP) Symposium, Oakdale, NY	**Eating Disorders in Adolescents: The Medical Perspective**	Community Members, CAPP Providers and Adolescents
4/15/15	Suffolk OB/Gyn Society's Speakers Program	**HPV and the HPV Vaccines in Adolescents**	Suffolk OB/Gyn Society
3/26/15	Roosevelt Family Health Center, Roosevelt, NY	**STIs: Epidemiology, Testing and Treatment for Adolescents**	Medical providers and residents
3/18/15	NYC DOH and Mental Hygiene Bureau of STD Control Quarterly CME Update, Queens, NY	**HPV and the HPV Vaccines in Adolescents**	Medical providers

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12/17/14	Roosevelt Family Health Center, Roosevelt, NY	**The Time is Now: Providing Adolescent-Friendly Sexual and Reproductive Health Care**	Medical providers and residents
7/31/14	Peconic Pediatrics, Riverhead, NY	**Providing Adolescent-Friendly Reproductive Health Care**	Pediatric providers, nurses and residents
Nov 2013	Nightingale Preventative Care Clinic, Farmingville, NY	**Update on STIs, Birth Control and Confidential Adolescent Health Care**	Medical providers, nurses and administrative assistants
Sept 2013	Elsie Owens Health Center, Coram, NY	**The Time is Now: Providing Adolescent-Friendly Sexual and Reproductive Health Care**	Medical providers and nurses
July 2013	Peconic Bay Medical Center, Riverhead, NY	**Essentials of Contraception in Adolescents**	Family Medicine Residents
6/18/13	Stony Brook Children's 3rd Annual Comprehensive Adolescent Pregnancy Prevention (CAPP) Symposium, Amityville, NY	**Risky Sexual Behaviors in Adolescents**	Community Members, CAPP Providers and Adolescents
Feb 2013	Peconic Bay Medical Center, Riverhead, NY	**The Time is Now: Providing Adolescent-Friendly Sexual and Reproductive Health Care**	Family Medicine Residents
6/27/12	Economic Opportunity Council – Suffolk Network on Adolescent Pregnancy Division (EOC-SNAP), Summer Institute Training, Patchogue, NY	**Adolescent Development and Talking to Teens about Contraception**	EOC-SNAP staff and Community Members
5/3/12	Mount Sinai Adolescent Health Center, NY, NY	**A Career in Adolescent Medicine**	Adolescent Medicine Fellows
4/25/12	School Nurses Symposium, Wheatley Heights, NY	**Clinical Aspects of Dealing with Pregnant Teens: An Update for School Nurses**, Keynote Speaker	Suffolk County school nurses
12/20/11	Peconic Bay Medical Center, Riverhead, NY	**Providing Confidential Reproductive Care to Adolescents**	Family Medicine Residents
12/15/11	Economic Opportunity Council – Suffolk Network on Adolescent Pregnancy Division (EOC-SNAP), Annual Teen Parent Conference, Central Islip, NY	**Birth Control Methods for Adolescents,** Professional Workshop Leader	Community Members, CAPP Providers and Adolescents

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Dec 2011	Kids First Pediatrics, Port Jefferson Station, NY	**The Challenges of Confidential Care for Adolescents in a Private Pediatric Practice**	Medical providers, nurses, administrative assistants
6/15/09	Mount Sinai Adolescent Health Center, NY, NY	**STIs: An Interdisciplinary Approach**	Interdisciplinary group of graduate trainees in adolescent medicine and psychology
Nov 2008 – Dec 2008 & July 2007 – Aug 2007 Twice weekly	Mount Sinai School of Medicine, NY, NY	Small group pediatric preceptor leading students through online pediatric curriculum	3rd year medical students
Jan-June 2008-2009 Weekly sessions	Mount Sinai School of Medicine, NY, NY	Clinical preceptor	1st year medical students
July 2008 – June 2009	Mount Sinai School of Medicine, NY, NY	Adolescent Medicine Rotation Coordinator during fellowship	Pediatric Residents
12/8/08	Mount Sinai School of Medicine, NY, NY	**Hot Topics in Birth Control**	Pediatric residents and medical students
11/10/08	Mount Sinai School of Medicine, NY, NY	**Pelvic Pain in the Adolescent Female**	Pediatric residents and medical students
May 2008 – June 2009 Monthly sessions	Mount Sinai Adolescent Health Center, NY, NY	**Adolescent Contraception Cases**	Pediatric residents and medical students
Oct 2007 – June 2008	Mount Sinai School of Medicine	Participant in Interdisciplinary Didactic Seminars	Graduate trainees in SW, psychology and adolescent medicine
9/10/07	Mount Sinai School of Medicine, NY, NY	**Puberty and Physical Development of Adolescents**	Pediatric residents and medical students
8/29/07	Mount Sinai School of Medicine, NY, NY	**Introduction to Contraception**	Pediatric residents and medical students
3/5/07	Mount Sinai School of Medicine, NY, NY	**Adolescent Scrotal Disorders**	Pediatric residents and medical students
3/10/08	Mount Sinai School of Medicine, NY, NY	**Adolescent Scrotal Disorders**	Pediatric residents and medical students
1/8/07	Mount Sinai School of Medicine, NY, NY	**HIV and Adolescents**	Pediatric residents and medical students

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8/28/06	Mount Sinai School of Medicine, NY, NY	**Puberty and Talking to Teens**	Pediatric residents and medical students
11/30/05	Children's Hospital of New York-Presbyterian, NY, NY	**Poison-ally Speaking...It's Not All In-Jest,** Chief of Service Grand Rounds	Department of Pediatrics nursing, trainees and medical students
May 1999	Union College Steinmetz Symposium, Schenectady, NY	**Maps and Graph Coloring: The Progression of Graph Theory from Maps to the Moon**	Math Faculty, Students, Parents
4/17/99	Hudson River Undergraduate Mathematics Conference, Albany, NY	**Maps and Graph Coloring: The Progression of Graph Theory from Maps to the Moon**	Math Faculty, Students, Parents
Sept 2002 – May 2003	George Washington University School of Medicine, Washington, DC	Group Facilitator teaching medical ethics and professionalism	1st year medical students

Mentoring Activities

Dates	Name of Mentee	Project & Publication	Current Position
July 2013 – Present	Steven Ricondo, MD	Research Mentor – poster presented at 2016 Pediatric Research Day Career Advisor	3rd year pediatric resident; Incoming pediatric chief Chief resident
May 2016	Steven Ricondo, MD	Technology, Entertainment and Design (TED/PED) Talk for Stony Brook Pediatric Research Day	
Aug 2011 - June 2014	Orquidia Torres, MD	Career Advisor	2nd year Adolescent Medicine Fellow at University of Pittsburgh
Oct 2010 - June 2013	Alexis Santiago, MD	Research Mentor – poster presented at 2013 Pediatric Research Day Career Advisor	3rd year Adolescent Medicine Fellow at Long Island Jewish; Incoming Assistant Professor of Pediatrics at Stony Brook Children's Hospital
Oct 2011 - June 2012	Zachary Jacobs, DO	Research Mentor – Poster presented at 2012 Pediatric Research Day	Assistant Professor of Pediatrics at Stony Brook Children's Hospital

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Intro. Res. No. - 2016 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH PORT JEFFERSON-WADING RIVER RAILS TO TRAILS PEDESTRIAN AND BICYCLE PATH (CP 5903.112, PIN 075816)

WHEREAS, Resolution No. 738-2014 appropriated $630,000 for engineering and $50,000 for land acquisition (incidentals) in connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path and apportioned the share allocation as 100% Federal funds; and

WHEREAS, further estimates indicate the need for additional funding for engineering and design of this project; and

WHEREAS, additional Federal and/or State funds have been identified from the Federal Highway Administration for this project, with a share allocation of one hundred percent (100%) Federal funds; and

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

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

WHEREAS, sufficient funds are not included in the 2016 Capital Budget and Program to cover the cost of said request under Capital Project 5903 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $150,000 in Suffolk County Serial Bonds for the purpose of issuing Bond Anticipation Notes (BANS), if needed; 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 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 County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete engineering in connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5903
Project Title: Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
1. Planning/Design/Engineering	$ 1,780,000	$0	$150,000
2. Land Acquisition	$ 50,000	$0	$0
3. Construction	$ 8,970,000	$0	$0
TOTAL	$10,850,000	$0	$150,000

5th **RESOLVED**, that Federal Aid in the amount of $150,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-CAP-5903.112	50	Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path	$150,000

; and be it further

6th **RESOLVED**, that the County Comptroller is hereby authorized and directed to limit the serial bond borrowing to $150,000; and be it further

7th **RESOLVED**, that the County Comptroller is hereby authorized and directed to place into a debt service reserve fund any federal or state aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit; and be it further

8th **RESOLVED**, that the County Comptroller is hereby authorized and directed to accept Federal and/or State funding for up to $150,000; and be it further

9th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the Federal share of $150,000; and be it further

10th **RESOLVED**, that the County Comptroller is authorized to accept State and Federal Aid in connection with this project; and be it further

11th **RESOLVED,** that this resolution will become effective upon receipt of the Federal Authorization; and be it further

12th **RESOLVED**, should this Project be discontinued due to recission of property rights or other circumstances prior to the Project's 25 year useful life (calculated on a pro-rated scale – years actually in operation/25 year useful life), the County of Suffolk (Sponsor) shall repay any Federal and/or State Aid received for this project, within 180 days from any recoupment of funds against the State by FHWA for the Federal-Aid used on the project; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1742

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING ADDITIONAL FUNDS IN CONNECTION WITH PORT JEFFERSON-WADING RIVER RAILS TO TRAILS PEDESTRIAN AND BICYCLE PATH (CP 5903.112, PIN 075816)

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

There are Federal funds available from Federal High Priority Project Funding and Toll Credits for this project, with a share allocation of one hundred (100%) percent Federal funds ($150,000). Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/ state or share. DPW to track staff and related costs associated with this project for chargeback purposes.

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

N/A

8. Proposed Source of Funding

Federal Funds 100%.

9. Timing of Impact

Upon adoption.
The appropriations within this resolution shall not be expended, encumbered or authorized, and that no bond or notes shall be issued, for this project until the County is in receipt of the Federal Authorization for this project.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		July 11, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1742

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

** NEW YORK METROPOLITAN TRANSPORTATION COUNCIL **
ADMINISTRATIVE MODIFICATION: NS14-AN

AGENCY PIN WORKTYPE <AQ STATUS> / AQ CODE	PROJECT DESCRIPTION / COUNTY	TOTAL PROJECT COST	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	PRE FFY 2014						POST FFY 2018
From												
SUFFOLK CO.	CONSTRUCT 11 MILES OF PEDESTRIAN/BICYCLE		HPP 06/2015	0.630	PRELDES			0.630				
	TRAIL ALONG THE ABANDONED PORT		HPP 09/2015	0.050	ROWINCD			0.050				
075816	JEFFERSON-WADING RIVER RAILROAD CORRIDOR		HPP 02/2016	0.359	DETLDES				0.359			
MOBIL	SECTION 1602 #1257, NY-139, NY 267		HPP 09/2017	0.500	CONINSP					0.500		
<Exempt>			HPP 09/2017	5.970	CONST					5.970		
			STP ENHANCE 09/2017	2.000	CONST					2.000		
			LOCAL 09/2017	0.500	CONST					0.500		
AQC:C14	SUFFOLK	TPC : $9.5-15.5 M	TOTAL 5YR COST :	10.009		0.000	0.000	0.680	0.359	8.970	0.000	0.000
To												
SUFFOLK CO.	CONSTRUCT 11 MILES OF PEDESTRIAN/BICYCLE		HPP 06/2015	0.630	PRELDES			0.630				
	TRAIL ALONG THE ABANDONED PORT		HPP 09/2015	0.050	ROWINCD			0.050				
075816	JEFFERSON-WADING RIVER RAILROAD CORRIDOR		HPP 08/2016	0.150	PRELDES				0.150			
MOBIL	SECTION 1602 #1257, NY-139, NY 267		HPP 09/2017	0.359	DETLDES					0.359		
<Exempt>			HPP 09/2018	0.945	CONINSP						0.945	
			HPP 09/2018	5.375	CONST						5.375	
			STP ENHANCE 09/2018	0.300	CONINSP						0.300	
			LOCAL 09/2018	0.075	CONINSP						0.075	
			STP ENHANCE 09/2018	1.700	CONST						1.700	
			LOCAL 09/2018	0.425	CONST						0.425	
AQC:C14	SUFFOLK	TPC : $9.5-15.5 M	TOTAL 5YR COST >	10.009		0.000	0.000	0.680	0.150	0.359	8.820	0.000

Ballot Comment: ROLLOVER OF PROJECT DUE TO PROGRAMMATIC DELAYS

1742

Intro. Res. No.1706-2014 Laid on Table 7/29/2014

Introduced by Presiding Officer, on request of the County Executive and Legislators Hahn, Anker

RESOLUTION NO. 738 -2014, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH PORT JEFFERSON-WADING RIVER RAILS TO TRAILS PEDESTRIAN AND BICYCLE PATH (CP 5903)

WHEREAS, the Commissioner of Public Works has requested funds for (engineering and land acquisition in connection with the Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path; and

WHEREAS, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN 075816, under the Federal Highway Administration (FHWA) funding, with a share allocation of one hundred percent (100%) Federal funds; and

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

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

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

WHEREAS, sufficient funds are not included in the 2014 Capital Budget and Program to cover the cost of said request under Capital Project 5903 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State Aid; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $680,000 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

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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 County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete engineering, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

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

Project No.: 5903
Project Title: Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path

		Total Est'd Cost	2014 Current Capital Budget & Program	2014 Revised Capital Budget& Program
1.	Planning, Design and Supervision	$630,000F	$0	$630,000F
2.	Land Acquisition	$50,000F	$0	$50,000F
TOTAL		$680,000F	$0	$680,000F

and be it further

5th **RESOLVED**, that Federal Aid in the amount of $680,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-CAP-5903.112	50	Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path	$630,000
Ref-525-CAP-5903.211	50	Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path	$50,000

6th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of $680,000; and be it further

7th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $680,000; and be it further

8th **RESOLVED**, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

9th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this

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project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED: September 9, 2014

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: September 24, 2014

1742

Intro. Res. No. 1020-2015 Laid on Table 1/5/2015
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 57 -2015, AMENDING RESOLUTION NO. 738-2014, PORT JEFFERSON-WADING RIVER RAILS TO TRAILS PEDESTRIAN AND BICYCLE PATH (CP 5903)

WHEREAS, Resolution No. 738-2014 authorized the County of Suffolk to accept Federal and/or State funds from, and to execute an agreement with, the New York State Department of Transportation (NYSDOT) in connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path (PIN 075816); and

WHEREAS, it is necessary to amend Resolution No. 738-2014 to incorporate language, required by NYSDOT, committing the County of Suffolk, as the Sponsor, to be responsible for repayment of any Federal and/or State Aid received for this project, in the event the Project is discontinued due to recession of property rights or other circumstances prior to the Project's 25 year useful life; now, therefore be it

1st **RESOLVED**, that Suffolk County, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C) (20) and (27) as this legislative decision involves routine or continuing agency administration. As such, this Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that Resolution No. 738-2014 is hereby amended as follows:

9th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project[.]; and be it further

10th **RESOLVED**, should this Project be discontinued due to recission of property rights or other circumstances prior to the Project's 25 year useful life (calculated on a pro-rated scale – years actually in operation/25 year useful life), the County of Suffolk (Sponsor) shall repay any Federal and/or State Aid received for this project, within 180 days from any recoupment of funds against the State by FHWA for the Federal-Aid used on the project.

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

DATED: February 3, 2015

APPROVED BY:
/s/ Steven Bellone
County Executive of Suffolk County

Date: February 17, 2015

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2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path and Amending Resolution NO. 738-2014 (CP 5903.112, PIN 075816)

PURPOSE OR GENERAL IDEA OF BILL: Additional funding for engineering to design a recreational trail between Port Jefferson and Wading River on property leased from LIPA.

SUMMARY OF SPECIFIC PROVISIONS: This funding is 100% reimbursable from Federal Aid.

JUSTIFICATION: This will enable the County's Consultant to procure services for a LIDAR survey (aerial fly-over) of the proposed Path, as required by PSE&G (LIPA), in order for the project's design to progress.

FISCAL IMPLICATIONS: Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/or state share.

COUNTY OF SUFFOLK

1742

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: May 25, 2016

RE: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path and Amending Resolution No. 738-2014 (CP 5903.112, PIN 075816)

Attached is a draft resolution to appropriate the sum of $150,000 in additional funding for engineering in connection with the above referenced project. There is no funding programmed in the 2016 Capital Budget and Program for this project. However, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid.

This additional funding will enable the County's Consultant to procure services for a LIDAR survey (aerial fly-over) of the proposed Path, required by PSE&G (formerly LIPA), as the property has been leased by the County from PSE&G. This funding will also enable the County's Consultant to pay PSE&G's fee for their analysis of the Survey.

Through Federal HPP Funding and Toll Credits, this request will be 100% reimbursable, however, the County must first-instance fund the request. As this is a Federally funded project, mandated milestones must be met to insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization.

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-Amend 738-2014(CP 5903 RTT).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1742

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING ADDITIONAL FUNDS IN CONNECTION WITH PORT JEFFERSON-WADING RIVER RAILS TO TRAILS PEDESTRIAN AND BICYCLE PATH (CP 5903.112, PIN 075816)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

There are Federal Funds available from Federal HPP Funding and Toll Credits for this project, with a share allocation of one hundred (100%) percent Federal funds ($150,000). Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/or state share. If short term notes are issued, the county would incur minimal interest costs. DPW to track staff and related costs associated with the project for chargeback purposes.

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

N/A

8. Proposed Source of Funding

Federal Funds 100%

9. Timing of Impact
For Suffolk County Serial Bonds: It is anticipated that bonds will be issued fall of 2016 and debt service will commence Fall 2017. There will be no fiscal impact in 2016.
The appropriations within this resolution shall not be expended, encumbered or authorized, and that no bond or notes shall be issued for this project, until the County is in receipt of the Federal Authorization for this project.

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

SCIN FORM 175b (10/95)

1743

Intro Res. No. – 16 Laid on the Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. –2016, TO APPROVE THE LEASE OF TWO (2) REPLACEMENT FIFTEEN (15) PASSENGER VANS FOR THE SUFFOLK WORKS EMPLOYMENT PROGRAM IN THE SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS IN COMPLIANCE WITH LOCAL LAW 20-2003

WHEREAS, Local Law 20-2003, "A Local Law to Restrict Purchase of Sports Utility Vehicles (SUV) by Suffolk County" was filed in the Office of the Secretary of State on July 10, 2003; and

WHEREAS, Local Law 20-2003 stipulates that "6. No vehicle of any nature whatsoever shall be purchased or leased by the County of Suffolk unless: ... (b) the purchase or lease of the vehicle is based on the County Vehicle Standard...; and (c) explicit approval for the acquisition of such vehicle, via lease or purchase, has been granted via duly enacted Resolution of the County of Suffolk."; and

WHEREAS, the Suffolk County Department of Labor, Licensing & Consumer Affairs included funding for program vehicles in the 2017 Operating Budget Request, and the vehicles were approved and funded in the 2016 Adopted Budget; and

WHEREAS, the Code of Federal Regulations, Title 48, Part 31 categorizes vehicle lease costs for federal grant programs as an "allowable cost" to the extent that the rates are reasonable; and

WHEREAS, leased vehicles are program vehicles used for transporting participants for the Suffolk Works Employment Program and the cost is allocated to this program in compliance with the approved New York State Cost Allocation Plan for the Suffolk County Department of Labor, Licensing & Consumer Affairs; and

WHEREAS, the new lease for two (2) full-size fifteen (15) passenger vans is expected to begin in January 2017, now, therefore be it

1st **RESOLVED**, that the Suffolk County Department of Labor, Licensing & Consumer Affairs is authorized to initiate the process for the replacement of leased vehicle through the Purchase Requisition process; and be it further

2nd **RESOLVED**, that the Department of Public Works, Purchasing Division, in adherence with New York State General Municipal Law, is hereby authorized to conduct a formal sealed bid process, in which the specifications for these vehicles will comply with the 'County Vehicle Standard'; and be it further

3rd **RESOLVED**, that the Suffolk County Department of Labor, Licensing & Consumer Affairs is duly authorized to enter into a contractual agreement to lease the following vehicles:

2 – Full-size 15 passenger vans;

and be it further

4th **RESOLVED**, that there will be no net increase in the number of vehicles in the Department's fleet as a result of this Resolution.

DATED:

APPROVED BY: _____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1743

1. Type of Legislation

Resolution _X_ Local Law ___ Charter Law

2. Title of Proposed Legislation: TO APPROVE THE LEASE OF TWO (2) NEW FIFTEEN (15) PASSENGER VANS FOR THE SUFFOLK WORKS EMPLOYMENT PROGRAM IN THE SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS, IN COMPLIANCE WITH LOCAL LAW 20-2003.

3. Purpose of Proposed Legislation
To approve the lease of two (2) new fifteen (15) passenger vans.

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

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

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

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

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision.
To be determined by bid process.
Annual estimated cost for two (2) vans is $18,000.

8. Proposed Source of Funding
2017 Budget

9. Timing of Impact
2017

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
BARBARA D'AMICO Beth A Reynolds DIRECTOR OF FINANCE Assist. Budget Director	Beth A Reynolds Barbara D'Amico	7/20/16 May 27, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1743

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER $100	2016 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 TAX SERVICE, SEPTEMBER 2009.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1743

TITLE OF BILL: To approve the lease of two (2) new fifteen (15) passenger vans for the Suffolk Works Employment Program in the Suffolk County Department of Labor, Licensing and Consumer Affairs, in compliance with Local Law 20-2003.

PURPOSE OR GENERAL IDEAL OF BILL: To initiate the process for the leased vehicles through the Purchase Requisition process.

SUMMARY OF SPECIFIC PROVISIONS: These vans will be used for transporting individuals enrolled in the Suffolk Works Employment Program (SWEP). These participants are provided various supportive services necessary to engage in work activities, allowing them to eventually transition off Social Services. Worksites located throughout Suffolk County participate in the "Workfare Resolution" and offer a diversity of work experience and disciplines providing individuals with valuable work experience.

JUSTIFICATION: The SWEP program is the local welfare employment program operated according to the Temporary Assistance for Needy Families (TANF) federal regulations. TANF is a block grant program designed to make dramatic reforms to the nation's welfare system by moving recipients into work and turning welfare into a program of temporary assistance. The vans will allow us to comply with the SWEP Program.

FISCAL IMPLICATIONS: No additional funding required. Funding for lease of new vans is included in the 2017 Recommend Budget.

COUNTY OF SUFFOLK

1743

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

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

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

MEMORANDUM

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

FROM: Frank Nardelli, Commissioner FN

DATE: May 27, 2016

RE: INTRODUCTORY RESOLUTION

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

RESOLUTION NO. -16, **TO APPROVE THE LEASE OF TWO (2) REPLACEMENT FIFTEEN (15) PASSENGER VANS FOR THE SUFFOLK WORKS EMPLOYMENT PROGRAM (SWEP) IN THE SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS IN COMPLIANCE WITH LOCAL LAW 20-2003.**

AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE "RESO-LLCA-SWEP VANS."

Thank you for your assistance.

* * *

FN:dv
Attachment

1744 7/26/16

Intro Res. No. -16 Laid on Table

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -16, ACCEPTING AND APPROPRIATING ADDITIONAL DISABILITY EMPLOYMENT INITIATIVE (DEI) FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INNOVATIONS AND OPPORTUNITIES ACT (WIOA)

WHEREAS, the New York State Department of Labor (NYSDOL) has notified the Suffolk County Department of Labor, Licensing and Consumer Affairs of additional grant funds in the amount of $24,238. This notification was forwarded by a Notice of Obligational Authority (NOA); and

WHEREAS, this grant is funded by the New York State Department of Labor, for the express purpose of providing case management services to individuals with disabilities, also to include education and training; and

WHEREAS, these funds have not been included in the 2016 Adopted Operating Budget; and

WHEREAS, these funds are 100% State funded; now, therefore, be it

1st **RESOLVED**, that the County Comptroller be hereby authorized to accept and appropriate the additional funds as follows:

REVENUES:
320- LAB - 4790 State Aid: Various Labor Programs $24,238

ORGANIZATIONS: Department of Labor (LAB)
Workforce Investment Act
Disability Employment Initiative (DEI)
320-6310

4000 – CONTRACTUAL EXPENSES **$24,238**
4560 - Fees for Services $24,238

2nd **RESOLVED**, that the Reporting Category for the County Integrated Financial Management System (IFMS) is 6310.

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 law constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") Section 617.5 (c) (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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1744

1. Type of Legislation

Resolution _X_ Local Law ___ Charter Law

2. Title of Proposed Legislation: **ACCEPTING AND APPROPRIATING ADDITIONAL FUNDS FOR A 100% STATE FUNDED GRANT FOR THE DISABILITY EMPLOYMENT INITIATIVE.**

3. Purpose of Proposed Legislation
TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDS FOR A 100% STATE FUNDED GRANT FOR THE DISABILITY EMPLOYMENT INITIATIVE.

4. Will the Proposed Legislation Have a Fiscal Impact? ____ Yes _X_ No
REVENUE TO COUNTY

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

__X__ County	_____Town	_____Economic Impact
_____Village	_____School District	_____Other (Specify
_____Library District	_____Fire District	_____NOT APPLICABLE

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

ADDITIONAL REVENUE

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

N/A

8. Proposed Source of Funding
NEW YORK STATE DEPARTMENT OF LABOR

9. Timing of Impact
IMMEDIATE

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Barbara D'Amico **Director of Finance** Beth A Reynolds Assist. Budget Director	Barbara D'Amico Beth A Reynolds	**June 23, 2016** 7/20/16

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1744

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER $100	2016 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 TAX SERVICE, SEPTEMBER 2009.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1744

TITLE OF BILL: Accepting and appropriating additional funds for a 100% State funded Grant for the Disability Employment Initiative

PURPOSE OR GENERAL IDEAL OF BILL: To accept and appropriate additional funds for a 100% State funded grant for the Disability Employment Initiative for the period of October 1, 2013 through January 31, 2017.

SUMMARY OF SPECIFIC PROVISIONS: Additional funds will have been issued to be used exclusively for education and training.

JUSTIFICATION:

FISCAL IMPLICATIONS: Additional Revenue to County.

Ms. Karen A. Coleman
Deputy Commissioner

New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 590, Albany, NY 12240
karen.coleman@labor.ny.gov
www.labor.ny.gov

1744

May 13, 2016

Mr. Steven Bellone
County Executive
Suffolk County
H. Lee Dennison Building
100 Veteran's Memorial Highway
P.O. Box 6100, 12th Floor
Hauppauge, New York 11788

Dear Mr. Bellone:

Attached is a Notice of Obligational Authority (NOA) updating the Local Workforce Development Area (LWDA) funding for the Disability Employment Initiative (DEI) Round 4, for the period October 1, 2013 through January 31, 2017.

All charges against this program must be reported monthly to PeopleSoft in Program 340, Program Year 13 (PY13), using the following account codes:

PeopleSoft Account/Description
516100 Wages
516101 Fringe
516102 Assistive Technology
516103 Travel
516000 Administration
513100 Training (DRC)
513200 Training (Customer)

1744

This NOA reflects category allocations as follows:

Program Category	Prior Level	Change per NOA	New Level
Wages	$ 456,851.00	$ -	$ 456,851.00
Fringe	$ 267,835.00	$ -	$ 267,835.00
Assistive Technology	$ 12,542.22	$ (319.57)	$ 12,222.65
Travel	$ 12,888.52	$ -	$ 12,888.52
Administration	$ 81,952.47	$ -	$ 81,952.47
Training (DRC)	$ 4,350.00	$ -	$ 4,350.00
Training (Customer)	$ 200,000.00	$ 24,238.10	$ 224,238.10
Total	$1,036,419.21	$ 23,918.53	$1,060,337.74

As a reminder, the funds awarded to the LWDA under this grant may be expended only for purposes identified in the grant and must be reported to New York State Department of Labor (NYSDOL) by the LWDA on a monthly basis. In the event the final costs are less than requested, the funds remaining unexpended will be deobligated and will not be available for the LWDA's use.

Any questions regarding the reporting of these funds should be directed to Sharie FitzGibbon at (518) 457-9060. Programmatic questions should be directed to Alan Gallagher at (518) 457-2381.

Sincerely,

Karen A Coleman

Karen A. Coleman
Deputy Commissioner
for Workforce Development

185,258.31 spent in 2014

430,846.96 2015

616,105.27 2014 + 2015

362,838.00 avail 2016

978,943.27

Attachment(s)
cc: Mr. Frank Nardelli
Ms. Barbara D'Amico
Mr. Henry Daisey
Mr. David Goodman
Ms. Delores Caruso

2014 approved

1,043,564.00
200,000
1,243,564

COUNTY OF SUFFOLK

1744

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

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

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

MEMORANDUM

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

FROM: Frank Nardelli, Commissioner

DATE: June 23, 2016

RE: INTRODUCTORY RESOLUTION

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

RESOLUTION NO. -16, **ACCEPTING AND APPROPRIATING ADDITIONAL DISABILITY EMPLOYMENT INITIATIVE (DEI) FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INNOVATIONS AND OPPORTUNITIES ACT (WIOA).**

AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE "RESO-LLCA-DISABILITY EMPLOYMENT INITIATIVE (DEI)-ADDITIONAL FUNDS."

Thank you for your assistance.

* * *

FN:dv
Attachment

1745

Intro. Res. No. -2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING USE OF WEST HILLS COUNTY PARK BY INDIA ASSOCIATION OF LONG ISLAND, INC. FOR ITS INDIA FEST FUNDRAISER

WHEREAS, Indian Association of Long Island Inc. is a 501(c)(3) nonprofit organization having its principle place of business at 92 E. Old Country Road, Hicksville, New York 11801; and

WHEREAS, Indian Association of Long Island, Inc. would like to use West Hills County Park in Huntington for the purpose of hosting its India Fest Fundraiser; and

WHEREAS, the Indian Fest Fundraiser is scheduled to be held on Sunday, September 18, 2016 from 9:00 am – 8:00 pm; and

WHEREAS, a Certificate of Insurance with accompanying declaration page naming the County of Suffolk as an additional insured will be provided by India Association of Long Island, Inc.; now, therefore, be it

1st **RESOLVED**, that the use of West Hills County Park by India Association of Long Island, Inc. for the purpose of hosting a India Fest fundraiser on Sunday, September 18, 2016, from 9:00 a.m. to 8:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance with accompanying declaration page by the County of Suffolk from Indian Association of Long Island, Inc., and the payment of the Seven Hundred Fifty Dollars ($750.00) event fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd **RESOLVED**, that before this event shall be permitted to occur, Indian Association of Long Island, Inc. must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

3rd **RESOLVED**, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, to take such measures as shall be necessary and appropriate to facilitate the hosting of the fundraiser at West Hills County Park by India Association of Long Island, Inc.; and be it further

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

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

local legislative decision in connection with the same, and since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law _____ Charter Law ____ 1745

2. Title of Proposed Legislation

AUTHORIZING USE OF WEST HILLS COUNTY PARK BY INDIA ASSOCIATION OF LONG ISLAND, INC. FOR ITS INDIA FEST FUNDRAISER

3. Purpose of Proposed Legislation

Authorize use of County Parkland for fundraising event.

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

There is an event fee of $750.00 collected by the County for use of the Park.

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

N/A

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	6/30/16

7/20/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1745

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK CO REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT O ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 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

1745

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2016 SCHEDULE OF FEES

SUMMARY OF FEES: When a park is charging for parking we charge *On-Season Rates*, however when they are not charging for parking, we charge *Off-Season Rate.* When an applicant/organization wishes to have alcohol, sold, served or provided at their event, there is an additional charge. Additional fees are assessed for use of the pavilion, showmobile and any equipment for the showmobile.

a. On-Season Park Use Fee:
   Up to 50 persons.....$55.00/day
   51 to 100 persons.....$110.00/day
   101 to 200 persons...$165.00/day
   201 to 500 persons....$247.00/day
   501 to 1000persons...$440.00/day
   Over 1000 persons....$660.00/day
b. Off-Season Park Use Fee: $3.00/person/day
c. Suffolk County Alcohol Fee: $33.00/day
d. Pavilion Use Fee: $110.00/day
e. Showmobile Fee: $540.00 for the first 4 hours, $135.00 for each additional hour
f. Showmobile Extras: $250.00/day for extended stage, $135.00/day for generator

PARK SCHEDULE: Different parks have different parking fee schedules. The on-season or off-season park use fees are charged based on the below schedule. Please note: Dates may vary from year to year depending on the dates of the holidays.

a. Southaven, Blydenburgh, Cathedral Pines, West Hills, Lake Ronkonkoma, Sears Bellows and Indian Island:
   05/28-09/05/2016 **(Weekends and Holidays Only)** – On-Season Park Use Fee
   All other dates – Off-Season Park Use Fee
b. Smith Point, Meschutt & Cupsogue:
   05/28-09/05/2016 – On-Season Park Use Fee
   09/10-09/11/2016 **(Smith Point ONLY)** – On-Season Park Use Fee
   All other dates – Off-Season Park Use Fee
c. All other locations:
   Off-Season Park Use, all year round.

THIS EVENT: The above highlighted fees have been charged, due to the below stated event details.
Park –West Hills County Park,
Event Date – Sat., September 18,2016, Estimated No. of People – 250
Alcohol - No, Pavilion Use - No
Showmobile - No, Showmobile Extras – N/A

FEE CHARGED: $750 Event Fee (250 people x $3/person)

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1745

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2016 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: An act to authorize the use of West Hills County Park by India Association of Long Island, Inc. for its India Fest Fundraiser.

PURPOSE OR GENERAL IDEA OF THE BILL: India Association of Long Island, Inc. would like to hold its India Fest Fundraiser at West Hills County Park in Huntington, New York.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will authorize the use of West Hills County Park by India Association of Long Island, Inc. for the purpose of hosting a fundraiser on Sunday, September 18, 2016 from 9:00 a.m. to 8:00 p.m., subject to receipt of a Certificate of Insurance and accompanying declaration page by the County of Suffolk from India Association of Long Island, Inc., and the payment of the Seven Hundred Fifty Dollars ($750.00) event fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law.

JUSTIFICATION: India Association of Long Island, Inc., would like to host the India Fest Fundraiser Event to promote India's culture through Indian dances, food & clothes.

This event will generate Seven Hundred Fifty Dollars ($750.00) in total revenue for the County of Suffolk. In addition, the use of County property for a run would promote and protect the public health and general welfare of the residents of Suffolk County.

FISCAL IMPLICATIONS: There is a nominal fee ($750.00) collected by the County for use of the Park.

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

COUNTY OF SUFFOLK

1745

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: **June 30, 2016**

RE: **INTRODUCTORY RESOLUTION AUTHORIZING USE OF WEST HILLS COUNTY PARK BY INDIA ASSOCIATION OF LONG ISLAND, INC. FOR ITS INDIA FEST FUNDRAISER**

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-Indian Fest Fundraising Event.doc"

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

1746

Intro Res. No. -16 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -16, ACCEPTING AND APPROPRIATING ADDITIONAL FUNDS FOR A 100% STATE FUNDED SUMMER YOUTH EMPLOYMENT PROGRAM.

WHEREAS, the New York State Office of Temporary Disability Assistance (NYSOTDA) has notified the Suffolk County Department of Labor of additional grant funds in the amount of $43,911; and

WHEREAS, this grant is funded by the Temporary Assistance for Needy Families (TANF) program, for the express purpose of providing subsidized summer youth employment; and

WHEREAS, these funds have not been included in the 2016 Adopted Operating Budget; and

WHEREAS, these funds are available from May 1, 2016 to September 30, 2016; and

WHEREAS, these funds are 100% State funded; now, therefore, be it

1ST **RESOLVED**, that the County Comptroller be hereby authorized to accept and appropriate the additional funds as follows:

REVENUES:

320- LAB - 3790 State Aid: Various Labor Programs	$43,911

ORGANIZATIONS:

Department of Labor (LAB)
SUMMER TANF
320-6600

1000 PERSONAL SERVICES	**$43,911**
1112 – Summer Program	$43,911

and be it further

2nd **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 (c) (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

APPROVED BY:_____

County Executive of Suffolk County
Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1746

1.	Type of Legislation Resolution _X_ Local Law ___ Charter Law
2.	Title of Proposed Legislation: **ACCEPTING AND APPROPRIATING ADDITIONAL FUNDS FOR A 100% STATE FUNDED SUMMER YOUTH EMPLOYMENT PROGRAM.**
3.	Purpose of Proposed Legislation **ACCEPT AND APPROPRIATE SUMMER YOUTH EMPLOYMENT FUNDS.**
4.	Will the Proposed Legislation Have a Fiscal Impact? Yes _X_ No REVENUE TO COUNTY
5.	If the Answer to item 4 is "yes", on what will it impact? (check appropriate category) _X_ County ____Town ____Economic Impact ____Village ____School District ____Other (Specify ____Library District ____Fire District ____NOT APPLICABLE
6.	If the answer to item 4 is "yes", Provide Detailed Explanation of Impact REVENUE TO THE COUNTY.
7.	Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. N/A
8.	Proposed Source of Funding **NEW YORK STATE DEPARTMENT OF TEMPORARY AND DISABILITY ASSISTANCE**
9.	Timing of Impact IMMEDIATE

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
BARBARA D'AMICO **DIRECTOR OF FINANCE** ~~Beth A Reynolds~~ Beth A Reynolds	Barbara D'Amico Beth A Reynolds	**June 30, 2016** 7/15/16

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1746

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER $100	2016 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 TAX SERVICE, SEPTEMBER 2009.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1746

TITLE OF BILL: To accept and appropriate additional funds for a 100% state funded Summer Youth Employment Program (SYEP).

PURPOSE OR GENERAL IDEAL OF BILL: Funding is awarded by the Temporary Assistance for Needy Families (TANF) program for the express purpose of providing subsidized summer youth employment.

SUMMARY OF SPECIFIC PROVISIONS: The TANF SYEP provides youth from low income households with employment opportunities during the summer months. To augment the work component of the TANF SYEP, providers may include educational and/or career exploration activities which will better prepare youth as they continue their education and transition to the world of work.

JUSTIFICATION: Eligible participants include youth ages 14 to 20 that are: Family Assistance (FA) recipients; former FA recipients who have reached their 60-month limit on TANF and have transitioned to Safety Net (SN) Assistance; or are eligible under 200% of federal poverty guidelines in accordance with 00-LCM-20.

FISCAL IMPLICATIONS: No County funding required – 100% State funded.

COUNTY OF SUFFOLK

1746

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

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

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

MEMORANDUM

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

FROM: Frank Nardelli, Commissioner FN

DATE: June 30, 2016

RE: INTRODUCTORY RESOLUTION

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

RESOLUTION NO. -16, **ACCEPTING AND APPROPRIATING ADDITIONAL FUNDS FOR A 100% STATE FUNDED SUMMER YOUTH EMPLOYMENT PROGRAM.**

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

Thank you for your assistance.

* * *

FN:dv
Attachment

Intro. Res. No. 1747-16 Laid on Table 7/26/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE DISTRICT ATTORNEY'S OFFICE AND THE POLICE DEPARTMENT: PARALEGAL

WHEREAS, the Department of Civil Service/Human Resources has completed a review of the duties and responsibilities of the Paralegal Assistant positions in the District Attorney's Office and the Police Department; and

WHEREAS, on the basis of this review has determined that a new title of Paralegal be created to replace the existing Paralegal Assistant title; and

WHEREAS, there are sufficient unexpended and uncommitted funds in both departments to cover the cost; now, therefore be it

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

ADDITION TO CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	Grade	BU
6139	C	Paralegal	17	02

DELETION FROM CLASSIFICATION AND SALARY PLAN

6140	C	Paralegal Assistant	14	02

and be it further

2nd **RESOLVED**, that the provisions of the within resolution shall take effect on the first day of the first pay period immediately succeeding its adoption; and be it further

3rd **RESOLVED**, that 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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

1747

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION No._____AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE DISTRICT ATTORNEY'S OFFICE AND THE POLICE DEPARTMENT: PARALEGAL

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.

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	
Cynthia DiStefano Director of Classification Beth A Reynolds		July 7, 2016 7/15/16

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1747

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER $100	2016 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 TAX SERVICE, SEPTEMBER 2009.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1747

TITLE OF BILL: A Resolution amending the Suffolk County Classification and Salary Plan in Connection with a new position title in the District Attorney's Office and the Police Department: Paralegal

PURPOSE OR GENERAL IDEA OF BILL: To provide an appropriate title and salary grade for the responsibilities inherent in the position.

SUMMARY OF SPECIFIC PROVISIONS: This Resolution adds the new title of Paralegal to the Classification and Salary Plan for use in the District Attorney's Office and the Police Department. It does not list positions to be created and abolished because existing positions will be reclassified to the new title after it is created.

JUSTIFICATION: The County's Paralegal Assistants came before the Salary and Appeals Board seeking a grade increase. In addition to stating that their work and the qualifications needed for appointment were inappropriately graded at 14, they felt that their title was misleading because to them it meant that they assisted Paralegals. The Board referred their issues to the Civil Service Department because the title itself was in question, a matter beyond the scope of the Board. Civil Service's search of the internet revealed that Paralegal Assistant is not a title found elsewhere. References are to Paralegals and Legal Assistants, titles seemingly used interchangeably. In addition, minimum qualifications that include a requirement for a Bachelor's Degree have a standard grade of 17. In order to resolve the grade inequity and establish a title for use in the County that conforms to universal usage, a new title of Paralegal is requested at a grade 17.

FISCAL IMPACT: None

May 2, 2016

1747

DISTINGUISHING FEATURES OF THE CLASS

An employee in this class provides specialized assistance to attorneys in researching questions of law, investigating facts and preparing various legal documents. The employee may research questions of law preparatory to and during trial for reference and use by attorneys in court. Does related work as required.

TYPICAL WORK ACTIVITIES

Researches questions of law preparatory to and during trial for reference and use in court by attorneys;

Prepares trial notebooks for the Attorney;

Researches case law and prepares case briefs;

Researches legal issues in a law enforcement agency under the direction of an attorney;

Drafts routine motion papers in civil and/or criminal matters, and, after review by an attorney, files papers with the court;

Reviews case files to insure legal sufficiency, a sound factual basis for evidence, and the availability of evidence in pending civil or criminal matters;

Conducts preliminary interviews of complainants and witnesses;

Prepares capsule reports of witnesses' observations and/or the nature of a complaint for review and determination by an attorney;

May be asked to appear in court with an Attorney;

May be asked to prepare initial draft of responses to Complaints or Demand Discoveries for review by an Attorney;

May be asked to conduct initial review of resumes for the potential hire of legal staff;

May attend real estate closings.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Thorough knowledge of legal reference sources; thorough knowledge of legal documents, legal terminology and the general course of legal proceedings; ability to conduct preliminary legal research and analysis; ability to prepare reports and legal documents; ability to establish and maintain effective working relationships with attorneys and other staff members; ability to express oneself clearly and concisely, both orally and in writing; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS

OPEN COMPETITIVE

Either:

(a) Graduation from a college with federally-authorized accreditation or registration by NY State with a Bachelor's Degree in Paralegal Studies; or,

(b) Graduation from a college with federally-authorized accreditation or registration by NY State with an Associate's Degree in Paralegal Studies and two (2) years of clerical experience in a law office, at least one (1) year of which included drafting motions and doing preliminary legal research; or,

(c) Successful completion of a Paralegal Assistant certificate program given by a college or business school with federally-authorized accreditation or registration by NY State and three (3) years of clerical experience in a law office, at least two (2) years of which included drafting motions and doing preliminary legal research.

SUFFOLK COUNTY
Competitive

COUNTY OF SUFFOLK

1747

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF CIVIL SERVICE/HUMAN RESOURCES
WILLIAM J. LINDSAY COUNTY COMPLEX BLDG. 158
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5500
FAX (631) 853-6305

ALAN SCHNEIDER
PERSONNEL DIRECTOR

interoffice memorandum

TO: **Jon Schneider, Deputy County Executive**

FROM: **Cynthia DiStefano, Director of Classification**

DATE: **July 7, 2016**

RE: **Request for Addition to Classification and Salary Plan**

A draft of a resolution to amend the Classification and Salary Plan to add the title Paralegal is attached. We have determined that a new title is needed for the positions in the District Attorney's Office and the Police Department to conform them with the currently accepted title for those responsible for assisting attorneys with legal research and document preparation and to establish a grade commensurate with the requirements and equal to other titles with similar requirements. The County's Paralegal Assistant title is not replicated anywhere and an internet search brings up the synonymous titles of Paralegal and Legal Assistant, but no Paralegal Assistants. The current minimum qualifications include a Bachelor's Degree in Paralegal Studies. It is standard practice to establish a grade of 17 for titles requiring a Bachelor's Degree; Paralegal Assistant is a Grade 14, equivalent to a Principal Clerk

Please initiate this resolution to add the new title to the Classification and Salary Plan. The Resolution does not include a listing of positions to be created and abolished. When the title is in place, the twelve current Paralegal Assistant positions will be reclassified to Paralegal. A draft of our proposed specification is attached for your reference.

An e-mail version of the resolution has been sent to CE RESO REVIEW saved under the title "Reso-DA and PD-Paralegal 7-16."

Intro. Reso. No. 1748-16 Laid on Table 7/26/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $66,745 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S STOP VIOLENCE AGAINST WOMEN FORMULA GRANT PROGRAM WITH 75% SUPPORT

WHEREAS, the State of New York Division of Criminal Justice Services has made available Federal pass-through funding from the Office on Violence Against Women, U.S. Department of Justice, for the Suffolk County Police Department's STOP Violence Against Women program pursuant to the STOP Violence Against Women Formula Award program; and

WHEREAS, the STOP Violence Against Women Formula program is a three year program extending from January 1, 2015 through December 31, 2017; and

WHEREAS, the total grant award over the three year period is $200,234; and

WHEREAS, a third of the total award will be distributed by the grantor agency for each of three consecutive years; and

WHEREAS, Adopted Resolution No. 581-2015 accepted and appropriated $66, 745 of funding made available for the first year; and

WHEREAS, the grantor agency has made the second year funding of $66,745 available for the Suffolk County Police Department's STOP Violence Against Women program for a total of $133,490 to date; and

WHEREAS, this grant program requires a 25% funding match of $22,248.22 for the period of January 1, 2016 through December 31, 2016; and

WHEREAS, said matching funds for the program are included in the 2016 Suffolk County Operating Budget; and

WHEREAS, said grant funds totaling $66,745 have not been included in the 2016 Suffolk County Operating Budget; and

WHEREAS, the grant funding will provide for the purchase of components required to fabricate Panic Alarm Kits; and

WHEREAS, once completed such Panic Alarms will be placed in the homes of victims of violence such as domestic violence, sexual assault, and stalking; now, therefore, be it

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows:

STOP Violence Against Women Formula Grant 2014 1st Supplement - $66,745

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	POL	3728	4300	66,745

ORGANIZATIONS:

Police Department (POL)
STOP Violence Against Women Formula Grant 2014 1st Supplement
001-POL-3728 - $66,745

2000-Equipment: $66,745

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	POL	DEG	3728	2090	0000	Radio and Communication	66,745

and be it further

2nd **RESOLVED,** that 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 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 ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of determination of non-applicability or non-significance in accordance with this resolution.

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 Criminal Justice Services.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

1748

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law ____ Charter Law

2. Title of Proposed Legislation

Accepting and appropriating a grant in the amount of $66,745 in Federal pass-through funding from the State Of New York Division Of Criminal Justice Services for the Suffolk County Police Department's Stop Violence Against Women Formula Grant Program with 75% support.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX No**

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

The resolution provides $66,745 for panic alarms to be placed in the homes of victims of domestic violence.

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 December 1, 2016 and January 1, 2016.

8. Proposed Source of Funding

This program requires a 25% match, matching funds of $22,248.22 are included in the 2016 operating budget.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause, Grants Analyst		July 7, 2016

7/20/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1748

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK CO REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT O ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1748

2016 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating a grant in the amount of $66,745 in Federal pass-through funding from the State of New York Division Of Criminal Justice Services for the Suffolk County Police Department's Stop Violence Against Women Formula Grant Program with 75% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept a grant award of $66,745 that will enable the Suffolk County Police Department to fabricate panic alarms to be installed in the homes of victims of violence such as domestic violence, sexual assault and stalking. Panic alarms provide the victim with the means to immediately notify Police when they are in danger by pushing a button rather than having to call 911.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept funding in the amount of $66,745 from the New York State Division of Criminal Justice Services which will be used to purchase the components required to fabricate panic alarms.

JUSTIFICATION: Part of the Suffolk County Police Department's mission is to prevent crime and to protect the rights of persons. Protecting victims of domestic violence and sexual assault who may be in danger of re-victimization is part of this mission. As such it is incumbent on the SCPD to use whatever means available to protect these individuals. One protective device is the panic alarm which is fabricated by SCPD Electronic Investigations personnel. Once the alarm has been built it is placed in the home of a victim giving the victim the ability to contact Police immediately by pushing a button. When the alarm is triggered by the panic button the individual's information is immediately transferred to a 911 dispatcher ensuring the instant dispatch of a patrol car to the victim's home saving valuable, and possibly lifesaving, time in the event of an incident involving a violation of order of protection or other violent incident involving a victim and aggressor. The Department's current stock of panic alarms is constantly facing depletion due to the number of individuals in need. This funding will allow the Department to partially replenish its stock of panic alarms and to enhance its ability to protect victims of violence.

FISCAL IMPLICATIONS: None

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE July 7, 2016

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980 1748	
Contact Person In Department/Agency Susan C. Krause, Grants Analyst	Telephone Number 852-6601	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: STOP Violence Against Women Formula Grant 2014

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Omnibus Crime Control and Safe Streets Act of 1968, Public Law 90-351, as added by the Violence Against Women Act of 1994, Public Law 103-322, 42 U.S.C. 3796gg et seq., as amended by Violence Against Women Reauthorization Act of 2013; P.L. No. 113-4., as amended by Violence Against Women and Department of Justice Reauthorization Act of 2005; P.L. No. 109-162, as amended by Violence Against Women Act of 2000; P.L. No. 106-386, administered by the New York State Division of Criminal Justice 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.)
This grant will allow the Suffolk County Police Department to manufacture approximately 50 panic alarms to be placed in the homes of victims of violence such as domestic violence and sexual assault.

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: 01/1/15 To: 12/31/17

2. Financial Assistance Requested

SOURCE	*FIRST FUNDING CYCLE*		*SECOND FUNDING CYCLE*		*THIRD FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$66,745	75%	$66,745	75%	$	%
State	$		$	%	$	%
Private	$	%	$	%	$	%
County	$22,248.22	25%	$22,248.22	25%	$	%
Total	$88,993.22	100%	$88,993.22	100%	$	%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$22,248.22	$0	$22,248.22
A. Cash Contribution	$22,248.22	$0	$22,248.22
B. In-Kind Contribution	$0	$0	$0

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved _____ _____ Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved _____ Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			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 Automobiles & Motorcycles 2070 Cameras and Photographic 2090 Radio & Communication 2500 Other Equip Not Otherwise	**66,745** 66,745			
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			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 SANE Nurses' Salary		22,248.22		SANE Nurses' salary required for 25% match
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance				
OTHER (List Source & Brief Explanation)				

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							

SCIN Form 164D (10-80)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1748

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

NOTES:
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To be completed by the Executive Budget Office

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1748

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
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To be completed by the Executive Budget Office

NEW YORK STATE | Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

1748

January 5, 2016

Ms. Sarah Furey
Suffolk County Police Department
30 Yaphank Avenue
Yaphank, NY 11980

Dear Ms. Furey:

I am pleased to announce that the Suffolk County Police Department has been awarded $66,744.66 for the Federal Fiscal Year 2015 STOP Violence Against Women (VAWA) grant program. The grant period for this second of three grant terms is January 1, 2016 to December 31, 2016.

A DCJS VAWA Program Representative assigned to your project will contact you in the very near future to discuss any changes necessary to finalize this award. Our office will also be assisting you to ensure the appropriate documentation and reports are maintained in order to be in compliance with the federal funding requirements.

If you have unspent funds from the Federal Fiscal Year 2014, your program representative will work with you and your organization to decide on an appropriate use of the funds within this contract year.

Congratulations on your award. The Division of Criminal Justices Services is looking forward to working with you on this important initiative during the coming year. Should you have any questions or need additional information, please contact William Schaefer at (518) 485-7909.

Thank you for the work you do to help prevent violence against women.

Very truly yours,

Michael C. Green
Executive Deputy Commissioner

MCG:wms:kmc
cc: Mr. Dennis Cohen

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: C652152 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788-5402	TYPE OF PROGRAMS: FY2015 STOP Formula Award DCJS NUMBERS: SV14652152 SVB5652152 CFDA NUMBERS: 16.588 16.588
FEDERAL TAX IDENTIFICATION NO: 116000464 MUNICIPALITY NO: (if applicable) 470100000000	INITIAL CONTRACT PERIOD: FROM 01/01/2015 TO 12/31/2017 FUNDING AMOUNT FROM INITIAL PERIOD: $200,233.98
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 2 1-year renewal options.
CHARITIES REGISTRATION NUMBER: (Enter number or 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 _X_ 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 ___ APPENDIX F Guidelines for the Control and Use of Confidential Funds ___ APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment ___ Other (Identify)

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

NYS Division of Criminal Justice Services

BY: , Date:

Office of Program Development and Funding

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: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract **FY2015 STOP Formula Award**

Project No.	**Grantee Name**	
SV14-1190-E01	Suffolk County	07/07/2016

AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

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

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

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

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

II. Payment and Reporting

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

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

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

III. Terminations

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

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

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI Safeguards for Services and Confidentiality

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

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

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

Certified by - on

Award Contract **FY2015 STOP Formula Award**

Project No.	**Grantee Name**	
SV14-1190-E01	Suffolk County	07/07/2016

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.
(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer

identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov http://esd.ny.gov.MWBE/directorySearch.html

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

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

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

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

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

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

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

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

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

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

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

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

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

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.
January, 2014

Certified by - on

Award Contract **FY2015 STOP Formula Award**

Project No.	**Grantee Name**	
SV14-1190-E01	Suffolk County	07/07/2016

APPENDIX A1
AGENCY-SPECIFIC CLAUSES

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

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

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

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

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as

support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

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

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

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

A. The rate for a consultant should not exceed $650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

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

1. Consultant services that cost up to $999 under this grant agreement can be obtained at the Grantee's discretion.

2. Consultant services that cost between $1,000 and $4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between $5,000 and $9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

4. A Grantee obtaining consultant services that cost in excess of $10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. 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.

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

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. 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 responsive bidder or best value).

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

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

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

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

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

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

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

5. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. 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.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of

DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

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

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

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

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

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

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

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

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as

required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

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

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

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

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

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

- Activities to be performed;

- Time schedule;

Project policies;

- Other policies and procedures to be followed;

- Dollar limitation of the Agreement;

- Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

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

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;

- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

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

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

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

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services 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 organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)
The Commissioner of the New York State Division of Criminal Justice Services 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 he or she 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 such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services 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.

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Award Contract **FY2015 STOP Formula Award**

Project No.	**Grantee Name**	
SV14-1190-E01	Suffolk County	07/07/2016

APPENDIX B - Budget Summary by Participant

Suffolk County - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	SANE Nurses fees	1	$22,248.22	$22,248.22	$0.00	$22,248.22
Justification: The Suffolk County Police Department currently contracts with 10 Sexual Assault Nurse Examiners who work in conjunction with Detectives from the Special Victims Section and Precinct Squad Detectives. Nurses' fees per exam range from $300 to $450 depending on their certifications. It should be noted that an RFQ was recently issued to attract additional nurses, as optimum staffing is 15-20 nurses. The Department annually budgets and spends an average of $60,000 for these exams and 2015 expenses are expected to be similar. The SANE nurses are part of the Department and County's overall program for STOP Violence Against Women, as evidenced by the County's annual STOP application. As matching funding, it is noted that approximately 5% of the current panic alarms are distributed to sexual assault victims. This number also continues to grow, as more victims, law enforcement and judges request the alarms.						
Total				$22,248.22	$0.00	$22,248.22

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Domestic Violence Victim Panic Alarm kits	1	$66,744.66	$66,744.66	$66,744.66	$0.00
Justification: Each panic alarm kit consists of a portable radio on a police frequency, a plastic box for the assembly which includes the panic button, receiver, transmitter, power supply, transformer, 12V battery, connector box and AC line cord and plug. The bulk of the cost per alarm is in the police portable radio, at approximately $975 each. Total alarm kit costs are approximately $1293 per kit. Grant funds will enable us to build between 51 and 52 alarm kits. Please note that the Electronic Investigations Section is currently researching alternative solutions for the alarms, in hopes that a cheaper and more technological alarm can be developed.						
Total				$66,744.66	$66,744.66	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$88,992.88	$66,744.66	$22,248.22

- Version 2

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	SANE Nurses Fees	1	$22,248.22	$22,248.22	$0.00	$22,248.22
Justification: The Suffolk County Police Department currently contracts with 10 Sexual Assault Nurse Examiners who work in conjunction with Detectives from the Special Victims Section and Precinct Squad Detectives. Nurses' fees per exam range from $300 to $450 depending on their certifications. It should be noted that an RFQ was recently issued to attract additional nurses, as optimum staffing is 15-20 nurses. The Department annually budgets and spends an average of $60,000 for these exams and 2015 expenses are expected to be similar. The SANE nurses are part of the Department and County's overall program for STOP Violence Against Women, as evidenced by the County's annual STOP application. As matching funding, it is noted that approximately 5% of the current panic alarms are distributed to sexual assault victims. This number also continues to grow, as more victims, law enforcement and judges request the alarms.						
Total				$22,248.22	$0.00	$22,248.22

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Domestic Violence Victim Panic Alarm Kits	1	$66,744.66	$66,744.66	$66,744.66	$0.00
Justification: Each panic alarm kit consists of a portable radio on a police frequency, a plastic box for the assembly which includes the panic button, receiver, transmitter, power supply, transformer, 12V battery, connector box and AC line cord and plug. The bulk of the cost per alarm is in the police portable radio, at approximately $975 each. Total alarm kit costs are approximately $1293 per kit. Grant funds will enable us to build between 51 and 52 alarm kits. Please note that the Electronic Investigations Section is currently researching alternative solutions for the alarms, in hopes that a cheaper and more technological alarm can be developed.						
Total				$66,744.66	$66,744.66	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$88,992.88	$66,744.66	$22,248.22

Suffolk County Police Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$177,985.76	$133,489.32	$44,496.44

Award Contract **FY2015 STOP Formula Award**

Project No. **Grantee Name**

SV14-1190-E01 Suffolk County 07/07/2016

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/forms.htm). 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. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services 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 or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

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

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:

-DCJS approval of non-competitive consultant.
-DCJS approval of non-competitive vendor for services.
-DCJS approval of consultant services reimbursement greater than $450 per eight hour day.
-DCJS approval of change to Personal Services by more than 10 percent.
-DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
-DCJS approval to subaward to another organization.
-DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
-DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
-DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
-DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The 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, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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APPENDIX D - Work Plan

Goal

Increase safety for victims of domestic violence, sexual assault, dating violence and stalking.

Objective #1

Increase the number of panic alarms available to install in victims' homes to provide immediate police response in the event of an incident involving an aggressor by 51-52 in the first year of the grant program period.

Task #1 for Objective #1

Purchase portable radio and component parts equipment and fabricate 51-52 panic alarms.

#	Performance Measure
1	Identify equipment ordered and received and number of panic alarms fabricated. Equipment purchase, payment and inventory accountability records are properly maintained. Electronic Investigations Section to report on deployment of newly built alarms in terms of numbers, not actual locations.

Objective #2

Track the number of SANE exams performed and associated costs of matching funding.

Task #1 for Objective #2

Document matching SANE expenditures by collecting invoice and voucher data to support matching funds.

#	Performance Measure
1	Number of SANE exams performed. Suffolk County Police Department Finance Section will provide voucher copies for claims to document SANE matching expenses.

Award Contract **FY2015 STOP Formula Award**

Project No.	Grantee Name	
SV14-1190-E01	Suffolk County	07/07/2016

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.

2. 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 its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local

Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactorily and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.

4. 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 OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 grant funds. This condition also applies to any subrecipients. 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.

6. 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 OVW.

7. 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.

8. 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.

9. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at http://www.ovw.usdoj.gov/grantees.html.

10. 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.

11. 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.

12. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The grantee acknowledges that it will comply with this provision.

13. The grantee agrees that funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

14. 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 (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the provisions of food

and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at http://www.ovw.usdoj.gov/grantees.html.

15. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S,C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

16. The grantee must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

17. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

18. The recipient understands and agrees that grant funds may be frozen if the recipient does not respond in a timely fashion to requests to address Office of the Inspector General audit findings and financial or programmatic monitoring findings.

19. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from OVW.

20. The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.

21. The grantee agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The grantee also agrees to ensure that any subgrantees meet these requirements.

22. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day or $81.25 per hour. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.

23. The recipient agrees to submit one copy of all required reports and any other written materials or products that are funded under the project to DCJS not less than twenty (20) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the grantee will not be allowed to use project funds to support the further development or distribution of the materials.

24. All materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women."

25. 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 participate 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.

26. The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

27. Pursuant to 28 CFR ?66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:

(a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and

(b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

28. 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 on Violence Against Women web site at: http://www.ovw.usdoj.gov/docs/ffata-award-term.pdf (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirements, 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 nonprofit organization that he or she may and/or operate in his or her name).

29. The grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B)(i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this Program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, stalking or child sexual abuse in an issue.

30. The recipient understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on recipient's funds for noncompliance with any of the requirements of 42 U.S.C. 3796gg-4 (regarding rape exam payments), 42 U.S.C. 3796gg-4(e) (regarding judicial notification), 42 U.S.C. 3706gg-5 (regarding certain fees and costs), and 42 U.S.C. 3796gg-8 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

31. The grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as, uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.

32. Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF 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 original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay.

33. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

34. Grantee agrees that funds will be used only for the purpose areas described in the "STOP Violence Against Women Formula Grant Program" program authority. These funds are not intended to support services to women in the general population but to those who have been victims of violence. These funds may not be used for services to obtain divorces or legal separations. Funds may not be used for legal or defense services for perpetrators of violence against women. Funds may not be used for defense services for women arrested for criminal offenses.

35. Grantee agrees to collect and report data as required by the VAWA Measuring Effectiveness Initiative Project developed jointly by the Office on Violence Against Women and the Edmund S. Muskie School of Public Service. All data will be collected and

reported on an annual (calendar year) basis. For information about collecting data and the report for VAWA Measuring Effectiveness Initiative Project the link for the website is http://muskie.usm.maine.edu/vawamei/stopformulamain.htm

36. FFY 2014 S.T.O.P. VAWA expenditures must be made by March 31, 2016. Any extension beyond this time is contingent upon the Office on Violence Against Women approval of the State request for an award extension. Law enforcement, prosecution and courts projects must sign the certification provided by NYS which states that they have consulted with tribal, territorial, State or local victim service programs during the course of developing their projects.

37. The Grantee agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. This includes, but is not limited to disclosure of victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. The Grantee will maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations (e.g., Sections 136 and 372 of the Social Services Law, 18NYCRR357, and Attachment F-Sub-part 39-5 to Part 69 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York (10NYCRR)). Grantee must comport with the confidentiality and privacy rights and obligations created by any federal or state law, court rules or rules of professional conduct applicable to the work performed by the Grantee. Any breach of confidentiality by the Grantee, its agents or representatives will be cause for the immediate termination of this Agreement.

38. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

39. The Grantee agrees to enter into a subcontract regarding compliance with the terms of this agreement with any agency that has expenses being paid by this grant award and itemized in Attachment B: B-1 - Expenditure Based Budget.

40. The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

41. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

42. Any grantee who is not a licensed or an approved provider with the NYS Office of Children and Family Services or the NYS Department of Health agrees to collaborate with an approved sexual assault or domestic violence provider in the recipient's jurisdiction or alternatively with the New York State Coalition Against Sexual Assault (NYSCASA) and/or the New York State Coalition Against Domestic Violence (NYSCADV) if delivering local or regional training or developing resources on the issues of domestic violence, sexual assault, dating violence, or stalking. Grantees delivering statewide training or developing statewide resources on the issues of domestic violence, sexual assault, dating violence, or stalking agree to collaborate with NYSCASA and/or NYSCADV throughout the process.

43. Encouraging Compliance with MWBE Regulations. The Division of Criminal Justice Services (DCJS) 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. DCJS thereby encourages the Contractor to cooperate with the DCJS 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¿). 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. The Contractor may reference the directory of New York State Certified MBWEs found at the following internet address: http://www.esd.ny.gov/mwbe.html. 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.

1. The recipient agrees to comply with the financial and administrative requirements set forth in 2 CFR Part 200 and the current edition of the Department of Justice (DOJ) Grants Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 CFR 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.

3. The recipient agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current edition of the DOJ Grant Financial Guide.

4. 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 OVW, in order to avoid violation of 18 USC §1913. The recipient may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

5. 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

6. Restrictions and certification 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 prohibits or otherwise currently 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 confidential 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 sub recipient, 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.

7. 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 OVW.

8. 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.

9. 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 funding by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at http://www.osdoj.gov/grantees.html.

11. 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.

12. 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 or 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, prosecutions, or adjudication activities.

13. The recipient and subrecipient agree to follow the applicable set of general terms and conditions which are available at http://www.justice.gov/ovw/grantees. These do not supersede any specific conditions in this award document.

14. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The grantee acknowledges that it will comply with this provision.

15. The recipients and subrecipients agree that funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

16. 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 (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the provisions of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at http://www.ovw.usdoj.gov/grantees.

17. The recipient and subrecipients agree to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violent Against Women Act of 1994, P.L., 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

18. The recipient and subrecipients must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

19. The recipient understands and agrees the misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

20. The recipient understands and agrees that grant funds may be frozen if the recipient does not respond in a timely fashion to request to address Office of the Inspector General audit findings and financial or programmatic monitoring findings.

21. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from OVW.

22. The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.

23. The recipient and subrecipients agree to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The grantee also agrees to ensure that any subgrantees meet these requirements.

24. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day of $81.25 per hour. A detailed justification must be submitted to and approved by the Office of Violence Against Women prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.

25. The recipient agrees to submit one copy of all required report and any other written materials or products that are funded under the project to DCJS not less than twenty (20) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the grantee will not be allowed to use project funds to support the further development or distribution of the materials.

26. All materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements: "This project was supported by subgrant No._____ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state of the U.S. Department of Justice, Office on Violence

Against Women."

27. The recipient and subrecipients agree to comply with the applicable requirements of 28 CFR, 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 participate 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 in the provision of services on the basis of a beneficiary's religion.

28. The recipient and subrecipient agree that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal compliant); the placement of perpretrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

29. Pursuant to 2 CFR §200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women reserves a royalty-free, nonexclusive and irrevocable right to reproduce right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.

The Office on Violence Against Women also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient of this award, for Federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

30. 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 on Violence Against Women website at http://www.ovw/usdoj.gov/docs/ffata-award-term.pdf (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirements, 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 nonprofit organization that he or she may and/or operate in his or her name).

31. The recipient and subrecipient agree that the legal assistance eligibility requirements, as set forth below, area continuing obligation on the part of the recipient and subrecipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population, or (B)(i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this Program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the recipient or subrecipients organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, stalking or child sexual abuse is an issue.

32. The recipient understands and agrees that compliance with the statutory certification requirements in an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on recipient's funds for noncompliance with any of the requirements of 42 USC 3796gg-4 (regarding rape exam payments), 42 USC 3796gg-4(e) (regarding judicial notification), 42 USC

3706gg-5 (regarding certain fees and costs), and 42 USC 3796gg-8 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

33. The recipient and subrecipient agree that grant funds will not be used to support the purchase of standard issued law enforcement items, such as, uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.

34. Recipient and subrecipient agree that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF 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 original starting date of the grant period, the recipient and subrecipient will submit a second statement to OPDF explaining the delay.

35. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

36. Recipient and subrecipients agree that funds will be used only for the purpose areas described in the "STOP Violence Against Women Formula Grant Program" program authority. These funds are not intended to support services to women in the general population but to those who have been victims of violence. These funds may not be used for services to obtain divorces or legal separations. Funds may not be used for legal or defense services for perpetrators of violence against women. Funds may not be used for defense services for women arrested for criminal offenses.

37. Recipient and subrecipients agree to collect and report data as required by the VAWA Measuring Effectiveness Initiative Project developed jointly by the Office on Violence Against Women and the Edmund S. Muskie School of Public Service. All data will be collected and reported on an annual (calendar year) basis. For information about collecting data and the report for VAWA Measuring Effectiveness Initiative Project the link for the website is http://muskie.usm.maine.edu/vawamei/stopformulamain.htm.

38. FFY 2015 S.T.O.P. VAWA expenditures must be made by December 31, 2016. Any extension beyond this time is contingent upon the Office on Violence Against Women approval of the State request for an award extension. Law enforcement, prosecution and courts projects must sign the certification provided by NYS which states that they have consulted with tribal, territorial, State or local victim service programs during the course of developing their projects.

39. The recipient and subrecipients agree to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. This includes, but is not limited to disclosure of victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. The Grantee will maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations (e.g., Sections 136 and 372 of the Social Services Law, 18NYCRR357, and Attachment F-Sub-part 39-5 to Part 69 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York (10NYCRR)). Recipient and subrecipients must comport with the confidentiality and privacy rights and obligations created by any federal or state law, court rules or rules of professional conduct applicable to the work performed by the recipient and subrecipients. Any breach of confidentiality by the recipient and subrecipients, its agents or representatives will be cause for the immediate termination of this Agreement.

40. This contract may be extended, increased, decreased, terminated, renewed, amended, or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

41. The recipient and subrecipients agree to enter into a subcontract regarding compliance with the terms of this agreement with any agency that has expenses being paid by this grant award and itemized in Attachment B: B-1 Expenditure Based Budget.

42. The following condition will apply to contracts between two New York State government entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

43. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

44. Any recipient and subrecipient who is not a licensed or an approved provider with the NYS Office of Children and Family Services or the NYS Department of Health agree to collaborate with an approved sexual assault or domestic violence provider in the recipient's jurisdiction or alternatively with the New York State Coalition Against Sexual Assault (NYSCASA) and/or the New York State Coalition Against Domestic Violence (NYSCADV) if delivering local or regional training or developing resources on the issues of domestic violence, sexual assault, dating violence, or stalking. Recipient or subrecipients delivering statewide training or developing statewide resources on the issues of domestic violence, sexual assault, dating violence, or stalking agree to collaborate with NYSCASA and/or NYSCADV throughout the process.

45. Encouraging Compliance with MWBE Regulations.
The Division of Criminal Justice Services (DCJS) 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.

DCJS thereby encourages the Contractor to cooperate with the DCJS 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 supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Law Article 15 (the **Human Rights Law**) or other applicable federal, state or local laws.
The Contractor may reference the directory of New York State Certified MWBEs found at the following internet address: http://www.esd.ny.gov/mwbe.html. Additionally, Contractor is encouraged to contact the Division of Minority and Women Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

Award Contract **FY2015 STOP Formula Award**

Project No.	**Grantee Name**	
SV14-1190-E01	Suffolk County	07/07/2016

Amendment created on - 01/05/2016
Prior Contract Terms
Contract Start Date - 01/01/2015
Contract End Date - 12/31/2017
Contract Amount - $200,233.98

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at http://criminaljustice.state.ny.us/ofpa/forms.htm.

Certified by - on

1748

Intro. Res. No. 1466-2015 Laid on Table 6/2/2015
Introduced by Presiding Officer, on request of the County Executive and Legislator Hahn

RESOLUTION NO. 581 -2015, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $66,745 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S STOP VIOLENCE AGAINST WOMEN FORMULA GRANT PROGRAM WITH 75% SUPPORT

WHEREAS, the State of New York Division of Criminal Justice Services has made available $66,745 in Federal pass-through funding from the Office on Violence Against Women, U.S. Department of Justice, for the Suffolk County Police Department's STOP Violence Against Women program; and

WHEREAS, the contract period for the program will be from January 1, 2015 through December 31, 2015; and

WHEREAS, this grant program requires a 25% funding match of $22,248.22; and

WHEREAS, said matching funds for the program are included in the 2015 Suffolk County Operating Budget; and

WHEREAS, said grant funds totaling $66,745 have not been included in the 2015 Suffolk County Operating Budget; and

WHEREAS, the grant funding will provide for the purchase of components required to fabricate Panic Alarm Kits; and

WHEREAS, once completed such Panic Alarms will be placed in the homes of victims of violence such as domestic violence, sexual assault, and stalking; now, therefore be it

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows:

REVENUES:	AMOUNT
001-4300 - Federal Aid: STOP Violence Against Women Formula Grant 2014	$66,745

ORGANIZATIONS:

Police Department (POL)
STOP Violence Against Women Formula Grant 2014
001-POL-3728

2000-Equipment	$66,745
2090-Radio & Communication	$66,745

and be it further

1748

2nd **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 Criminal Justice Services.

DATED: June 16, 2015

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: June 29, 2015

COUNTY OF SUFFOLK
NEW YORK

POLICE DEPARTMENT

TIMOTHY D. SINI
POLICE COMMISSIONER

1748

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

FROM: **Robert G. Cassagne, Chief of Support Services**
Suffolk County Police Department

DATE: **July 7, 2016**

SUBJECT: **Resolution Packet for the STOP Violence Against Women Formula 2014 1st Supplement Grant Program**

Attached please find the following for the Suffolk County Police Department's STOP Violence Against Women Formula 2014 1st Supplement grant program:

- Draft Resolution
- Memorandum of Support
- Grant SCIN Forms
- Request for Introduction of Legislation
- Financial Impact Statement
- Copy of proposed contract between Suffolk County and the NYS Division of Criminal Justice 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.

This program will enable the Suffolk County Police Department to manufacture at least 50 new panic alarms to be placed in the homes of victims of domestic and other types of violence. The Department's supplies of these alarms are constantly being depleted and this funding will assist us in our endeavor to maintain available alarms.

This grant program requires a 25% match of $22,248.22 which will be met by the SANE Nurses' salary already budgeted in the 2016 Suffolk County Budget.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.

RGC/sck
Att.

Intro. Reso. No. 1749-16 Laid on Table 7/26/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING CERTAIN TECHNICAL CORRECTIONS TO ADOPTED RESOLUTION NO. 482-2016

WHEREAS, the County Legislature has adopted and the County Executive has signed Resolution No. 482-2016 "Accepting and appropriating a grant in the amount of $1,068,093 from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination (GIVE) III program with 90.84% support; and

WHEREAS, said resolution when adopted contained certain technical errors; now, therefore be it

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

Resolution No. 482-2016

Under the fourth, fifth and sixth Whereas paragraphs, the following corrections need to be made:

WHEREAS, [$369,789] $328,989 in permanent salary expense and [$147,904] $128,324 in fringe benefits of the District Attorney's Office funding for the program has been included in the 2016 Suffolk County Operating Budget and in the 2017 Operating Budget Request, and

WHEREAS, [$517,693] $457,313 in revenue of the District Attorney's Office funding for the program has been included in the 2016 Suffolk County Operating Budget and in the 2017 Operating Budget Request, and

WHEREAS, [$550,400] $610,780 in said grant funds have not been included in the 2016 Suffolk County Operating Budget; and

Under the 1st Resolved paragraph, the following corrections need to be made:

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	DIS	1167	3386	20,000
001	POL	3762	3386	[395,500] 455,880
001	PRO	3170	3386	51,000
001	MED	4730	3386	10,000
001	SHF	3136	3386	73,900

Police Department (POL)
GIVE III 2016
001-POL-3762 – [$395,500] $455,880

4500-FEES FOR SERVICES: $60,380

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	POL	DEG	3762	4560	0000	Fees for Services: Non-Employee	60,380

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1749

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Authorizing certain technical corrections to adopted Resolution No. 482-2016

PURPOSE OR GENERAL IDEA OF BILL: To properly allocate grant funds between the District Attorney's Office and the Suffolk County Police Department because the grantor reallocated funding after Resolution No. 482-2016 had already been laid on the table.

SUMMARY OF SPECIFIC PROVISIONS: This grant program will support an anti-violence program that provides investigative and patrol support for a variety of initiatives as well as dedicated prosecution efforts to address gun-related crime in Suffolk. In addition, the project provides for supporting equipment, software, confidential funds and consultant services. Approval of this resolution will allow for the transfer of grant funding for a Research Technician position in the District Attorney's Office to the Suffolk County Police Department's GIVE III grant for a Crime Analysis Consultant. This transfer of funds has the approval of the grantor, and is reflected in the attached copy of the SCPD grant budget. This change was made by the grantor after the original resolution was already laid on the table.

JUSTIFICATION: Through analysis of Uniform Crime Reporting statistics for Part 1 Crimes, DCJS has identified 17 counties in New York State for assistance through the GIVE Program.

FISCAL IMPLICATIONS: Grant contract execution is held up until this resolution properly allocates funds. Because this is a one year grant, with no possibility of extension, delay in contract execution delays program expenditures, with the possibility of loss of funding

1749

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

Authorizing certain technical corrections to adopted Resolution No. 482-2016

3. Purpose of Proposed Legislation

To properly allocate grant funds between the District Attorney's Office and the Suffolk County Police Department because the grantor reallocated funding after Resolution No. 482-2016 had already been laid on the table.

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX No**

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

Grant contract execution is held up until this resolution properly allocates funds. Because this is a one year only grant, delay in contract execution delays program expenditures, with the possibility of loss of funding.

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 July 1, 2016 and June 30, 2017.

8. Proposed Source of Funding

NYS Division of Criminal Justice Services

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Sarah Furey Sr. Grants Analyst		7/15/16

7/20/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1749

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK CO REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT O ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE 4/16/16, rev 7/15/16

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 **Gun Involved Violence Elimination (GIVE) III 2016**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) FY2016-2017 NYS Budget, Administered by NYS Division of Criminal Justice 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, the Suffolk County District Attorney, the Suffolk County Crime Lab, Suffolk County Probation Department and the Suffolk County Sheriff's Office to continue to participate in a multi-agency effort to reduce gun violence and other violent crime in Suffolk County.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.) Police, District Attorney, Crime Lab, Probation, Sheriff

II. BUDGET INFORMATION

1. Term of Contract From 7/1/16 To: 6/30/17

2. Financial Assistance Requested

SOURCE	***FIRST FUNDING CYCLE*** *Combined agency funds*		***SECOND FUNDING CYCLE*** *Combined agency funds*		***THIRD FUNDING CYCLE*** *Combined agency funds*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$	%	$	%	$	%
State	$1,116,067	91.84%	$1,068,093	89.47%	$1,068,093	90.84%
Private	$	%	$	%	$	%
County	$99,182	8.16%	$125,736	10.53%	$107,720	9.16%
Total	$1,215,249	100%	$1,193,829	100%	$1,175,813	100%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$107,720	$	$107,720
A. Cash Contribution	$107,720	$	$107,720
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, continuation of this program will be re-evaluated based on community need and available resources of the various Departments.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved Disapproved	2. Signature of Coordinator	3. Date

4. Comments

5. Budget Office Review:	Approved Disapproved	6. Signature of Budget Director	7. Date

8. Comments

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES:	**750,889**			
1100 Permanent Salaries	328,989			
1110 Interim Salaries				
1120 Overtime Salaries	421,900			
2000 EQUIPMENT:	**32,500**			
2010 Furniture & Fixtures				
2020 Office Machines				
2090 Radio and Communication				
2500 Other Equip Not Otherwise	32,500			
3000 SUPPLIES MATERIALS & OTHERS:	**1,500**			
3040 Outside Printing				
3160 Computer Software	1,500			
3370 Medical, Dental & Laboratory Supplies				
3390 Policeman Supplies				
3500 Other Unclassified				
3680 Repairs: Special Equipment				
4000 CONTRACTUAL EXPENSES:	**10,000**			
4010 Telephone & Telegraph				
4015 Cellular Communications				
4210 Computer Services	10,000			
4300 TRAVEL:	**4,500**			
4310 Employee Misc - Expenses				
4330 Travel Employee Contracts				
4340 Travel Other Contracts	4,500			

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2015 SCPD ONLY			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	**60,380** 60,380			
4700 MISCELLANEOUS 4770 Special Services	**20,000** 20,000			
4900 CONTRACTED SERVICES (LIST) 4980-Contracted Agencies 001-3762-4980-XXXX-To Be Determined	**60,000** 60,000			
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Benefit Fund	**128,324**	**107,720** 92,495 15,225		County costs not eligible for reimbursement under this program
OTHER (List Source & Brief Explanation)				

I certify that the above in-kind contribution are not currently being used to support other grants

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Police Officer	6	OT	Various	100		
Sergeant		OT	Various	100		
Lieutenant		OT	Various	100		
Detective	4	OT	Various	100		
Detective Sergeant		OT	Various	100		
Detective Lieutenant		OT	Various	100		
Research Technician	17	OT	Various	100		
Research Analyst	20	OT	Various	100		
Senior Research Analyst	24	OT	Various	100		
Principal Assistant District Attorney (ADA)						
ADA						
Deputy Bureau Chief						
Victims Advocate						
Deputy Sheriff Sergeant		OT		100		
Deputy Sheriff Sergeant Investigator		OT		100		
Deputy Sheriff		OT		100		
Deputy Sheriff Investigator		OT		100		
Firearms Analyst		OT		100		
Probation Officers		OT		100		

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF SUFFOLK

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

Submitting Department
(Dept. Name & Location)

Suffolk County Police Department
30 Yaphank Avenue, Yaphank

Department Contact Person
(Name & Phone No.)

Sarah Furey, Senior Grants Analyst
852-6042

Resolution Involves:

____ Technical Amendment

_____ New Program

__X__ Grant Award

____ Contract (New__ Rev.__)

Explanation of Proposed Resolution

Authorizing certain technical corrections to adopted Resolution No. 482-2016, for the Countywide Gun Involved Violence Elimination (GIVE) III 2016 grant program

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Summary of Resolution Benefits

Approval of this resolution will allow for the transfer of grant funding for a Research Technician position in the District Attorney's Office to the Suffolk County Police Department's GIVE III grant for a Crime Analysis Consultant. This transfer of funds has the approval of the grantor, and is reflected in the attached copy of the SCPD grant budget. This change was made by the grantor after the original resolution was already laid on the table.

SCIN FORM NO. 175a (1/97) Prior editions of this form are obsolete.

NEW YORK STATE | Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

April 6, 2016

The Honorable Thomas Spota
Suffolk County District Attorney
North County Complex
Veterans Memorial Highway, Building 77
Hauppauge, NY 11788

Mr. Timothy D. Sini
Acting Police Commissioner
Suffolk County Police Department
30 Yaphank Avenue
Yaphank, NY 11980

RE: Gun Involved Violence Elimination

Dear District Attorney Spota and Acting Commissioner Sini:

I am pleased to advise you that the NYS Division of Criminal Justice Services (DCJS) has awarded your jurisdiction a Gun Involved Violence Elimination (GIVE) award of $1,068,093 for the contract period 7/01/16 to 6/30/17. These funds are to be used by your partnership to support targeted firearm and violent crime reduction efforts.

The attached spreadsheet represents your county's entire budget request for GIVE and the amount of funding approved by DCJS for each individual request. The process DCJS utilizes to make GIVE award decisions is deliberate and focuses on awarding funds to positions and items deemed critical to the successful implementation of the proposed strategies. Participating agencies are expected to use the approved budget in the "Awarded Budget" column, on the attached, when developing this year's GIVE contract.

Please note and complete the following information within 30 days of receiving this notice to further facilitate the development of your contract:

- Ensure that all prior year contracts are in compliance with contract conditions (up-to-date progress reports, vouchers, fiscal cost reports and detailed itemization forms).
- Contracts will be one year renewals as delineated in the SFY 2015-16 GIVE Request for Applications.
- Grantees receiving in excess of $25,000 must submit:
  - Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form (DCJS-3301)
  - Local Assistance MWBE NPS Discretionary Budget Determination Worksheet (DCJS-3309)

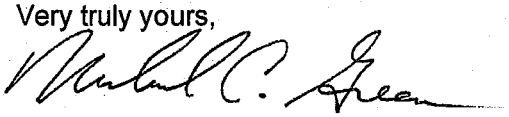
    These forms can be located at:
    http://www.criminaljustice.ny.gov/ofpa/mwbe/mwbe-forms.htm

- Grantees receiving in excess of $250,000 must also submit the Local Assistance MWBE Equal Employment Opportunity Staffing Plan (DCJS-3300).

  This form can be located at: http://www.criminaljustice.ny.gov/ofpa/mwbe/mwbe-forms.htm.

Should you have any questions, please contact Charles Tyree in the DCJS Office of Public Safety at (518) 485-7623 or e-mail Charles.Tyree@dcjs.ny.gov or Joann Tierney-Daniels in the DCJS Office of Program Development and Funding at (518) 457-8404 or e-mail at Joann.Tierney-Daniels@dcjs.ny.gov. The GIVE initiative is a critical component of New York's shooting and homicide reduction strategy. We look forward to continuing our strong partnerships to make New York the safest large state in the nation.

Very truly yours,



Michael C. Green
Executive Deputy Commissioner

MCG:JTD:kaf
Attachment (1)
cc: Vincent DeMarco, Suffolk County Sheriff's Office
Patrick Dlhopolsky, Suffolk County Probation
Joann Tierney-Daniels, DCJS
Charles Tyree, DCJS

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: C484412 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788-5402	TYPE OF PROGRAMS: Project GIVE DCJS NUMBERS: GV15484412 GV16484412 CFDA NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 116000464 MUNICIPALITY NO: (if applicable) 470100000000	INITIAL CONTRACT PERIOD: FROM 07/01/2015 TO 06/30/2017 FUNDING AMOUNT FROM INITIAL PERIOD: $851,380.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: (Enter number or 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 _X_ 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 _X_ APPENDIX F Guidelines for the Control and Use of Confidential Funds _X_ APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment _X_ Other (Identify) Appendix M

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

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

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: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract **Project GIVE**

Project No.	**Grantee Name**	
GV15-1079-D01	Suffolk County	07/15/2016

AGREEMENT

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

WITNESSETH:
WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and
WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;
NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:
I. Conditions of Agreement
A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.
C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.
D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.
To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
II. Payment and Reporting
A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
III. Terminations
A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.
IV. Indemnification
A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.
V. Property
Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.
VI Safeguards for Services and Confidentiality
A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract **Project GIVE**

Project No.	**Grantee Name**	
GV15-1079-D01	Suffolk County	07/15/2016

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.
(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer

identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov http://esd.ny.gov.MWBE/directorySearch.html

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

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

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

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

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

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

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

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

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

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

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

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

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

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.
January, 2014

Certified by - on

Award Contract **Project GIVE**

Project No.	**Grantee Name**	
GV15-1079-D01	Suffolk County	07/15/2016

APPENDIX A1
AGENCY-SPECIFIC CLAUSES

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

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

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

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

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as

support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

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

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

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

A. The rate for a consultant should not exceed $650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

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

1. Consultant services that cost up to $999 under this grant agreement can be obtained at the Grantee's discretion.

2. Consultant services that cost between $1,000 and $4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between $5,000 and $9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

4. A Grantee obtaining consultant services that cost in excess of $10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. 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.

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

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. 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 responsive bidder or best value).

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

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

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

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

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

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

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

5. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. 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.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of

DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

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

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

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

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

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

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

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

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as

required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

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

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

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

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

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

- Activities to be performed;

- Time schedule;

Project policies;

- Other policies and procedures to be followed;

- Dollar limitation of the Agreement;

- Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

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

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;

- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

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

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

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

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services 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 organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)
The Commissioner of the New York State Division of Criminal Justice Services 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 he or she 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 such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services 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.

VER 05/13/2013
Certified by - on

Award Contract **Project GIVE**

Project No.	**Grantee Name**	
GV15-1079-D01	Suffolk County	07/15/2016

APPENDIX B - Budget Summary by Participant

Suffolk County

Suffolk County Police Department - Version 2

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Patrol Enforcement including FAST	1	$80,000.00	$80,000.00	$80,000.00	$0.00
Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics.						
2	Narcotics Detective Investigative Overtime & Special Patrol Bureau Support	1	$54,000.00	$54,000.00	$54,000.00	$0.00
Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics.						
3	Crime Analyst Overtime	1	$16,000.00	$16,000.00	$16,000.00	$0.00
Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics.						
4	Field Intelligence Officer Overtime	1	$21,000.00	$21,000.00	$21,000.00	$0.00
Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics.						
5	Detectives - Shooting & Firearms Invest. OT incl Firearms Suppression Team (FAST)	1	$105,000.00	$105,000.00	$105,000.00	$0.00
Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics.						
6	Laser Hot spot Overtime	1	$15,000.00	$15,000.00	$15,000.00	$0.00
Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics.						
	Total			$291,000.00	$291,000.00	$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Street Outreach workers - Huntington Station, N Amityville &	1	$60,000.00	$60,000.00	$60,000.00	$0.00

	Wyandanch					
Justification: SCPD anticipates possible single source contracting with EOC again to provide Street Outreach Workers in North Amityville and Huntington Station.						
2	Crime Intelligence Analyst	1	$60,380.00	$60,380.00	$60,380.00	$0.00
Justification: The Crime Intelligence Analyst will interact on a daily basis with the Suffolk County Police Department's Criminal Intelligence Division. The SCDA Crime Intelligence Analyst would be responsible to gather intelligence from the Suffolk County Police Department on shootings and disseminate that information to the relevant bureaus and units that prosecute shooting-related crime. The Crime Intelligence Analyst would be responsible to create and maintain a database that would alert prosecutors of arrests. The Crime Intelligence Analyst will also continually maintain information in the database as a result of arrests made by the SCDA Squad's Gun Suppression Team. The Crime Intelligence Analyst would also work to develop a prosecution profile of the top offenders that is more expansive than the defendant's criminal history. The Crime Intelligence Analyst would devote 100% of employed time to the GIVE Initiative.						
	Total			$120,380.00	$120,380.00	$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Narcotics - Surveillance Equipment	1	$20,000.00	$20,000.00	$20,000.00	$0.00
Justification: Narcotics undercover buys of drugs to make cases. The funding allocates this year was exhausted before Christmas. Criminal Intell's Visual Analytics and Orion Intelligence Systems require annual license support and maintenance. The link analysis software I2 Notebook requires a software upgrade.						
2	Audio Surveillance via cell phone subscription service - equip & software included	1	$12,500.00	$12,500.00	$12,500.00	$0.00
Justification: Narcotics undercover buys of drugs to make cases. The funding allocates this year was exhausted before Christmas. Criminal Intell's Visual Analytics and Orion Intelligence Systems require annual license support and maintenance. The link analysis software I2 Notebook requires a software upgrade.						
	Total			$32,500.00	$32,500.00	$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel to DCJS Training & Events	1	$2,000.00	$2,000.00	$2,000.00	$0.00
Justification: Budgeted travel to DCJS training and events.						
	Total			$2,000.00	$2,000.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Orion Intelligence System Software updates	1	$10,000.00	$10,000.00	$10,000.00	$0.00
Justification: Narcotics undercover buys of drugs to make cases. The funding allocated this year was exhausted before Christmas. Criminal Intell's Visual Analytics and Orion Intelligence Systems require annual license support and maintenance. The link analysis software I2 Notebook requires a software upgrade.						
	Total			$10,000.00	$10,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$455,880.00	$455,880.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$455,880.00	$455,880.00	$0.00

Award Contract

Project GIVE

Project No.
GV15-1079-D01

Grantee Name
Suffolk County

07/15/2016

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/forms.htm). 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. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services 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 or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

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

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the

reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:

-DCJS approval of non-competitive consultant.
-DCJS approval of non-competitive vendor for services.
-DCJS approval of consultant services reimbursement greater than $450 per eight hour day.
-DCJS approval of change to Personal Services by more than 10 percent.
-DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
-DCJS approval to subaward to another organization.
-DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
-DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
-DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
-DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The 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, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013
Certified by - on

Award Contract **Project GIVE**

Project No.	**Grantee Name**	
GV15-1079-D01	Suffolk County	07/15/2016

APPENDIX D - Work Plan

Goal

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement.

Objective #1

To implement the joint agency initiatives as outlined in the GIVE comprehensive plan to directly combat shootings and homicides in Suffolk County with support and assistance from the other law enforcement partners.

Task #1 for Objective #1

Deploy targeted GIVE operations and joint agency initiatives as outlined in the GIVE comprehensive plan by focusing on hot-spot locations determined through crime analysis.

#	Performance Measure
1	Provide a brief summary explaining how data is used to select Hot-Spot locations.
2	Detail how data is used to continually assess and reevaluate Hot-Spot locations.
3	Provide crime analysis depicting the overall crime increase or decrease in designated hot-spot locations compared to the overall city increase/decrease.
4	Provide a detailed description of all shooting and homicide reduction efforts implemented in the identified areas.
5	Provide the area(s) where the joint operations took place.
6	Include the number of debriefings conducted.
7	Include the number of warrants executed.
8	Include the number of felony arrests.
9	Provide the number of misdemeanor arrests.
10	Provide the number of violations issued.
11	Provide the number of guns recovered.
12	Include any Hot-Spot Policing training that key staff members have received.
13	Provide a brief narrative summarizing how the use of Hotspot Policing is impacting the comprehensive GIVE plan.

Task #2 for Objective #1

Deploy targeted GIVE operations through joint agency initiatives as outlined in the GIVE strategy by using a focused deterrence approach.

#	Performance Measure
1	Detail how data is used to create a Top Offender list.
2	Detail how data is used to continually assess and reevaluate a Top Offender list.
3	Detail how the Top Offender list is used, in conjunction with other initiatives, to reduce gun violence in the Suffolk County.
4	Describe any focused deterrence training received by Suffolk County Police Department personnel.
5	Include how community partners are involved in the overall focused deterrence strategy.
6	Describe any joint agency focused deterrence operations.
7	Provide a brief narrative summarizing how the use of focused deterrence is impacting the comprehensive GIVE plan in the Suffolk County.

Objective #2

GIVE agencies are required to incorporate the theory of procedural justice into their overall strategy to reduce gun violence. Procedural justice is designed to improve police-community relations by ensuring interactions between law enforcement and individuals are fair; and that individuals who come in contact with the criminal justice system believe they are being treated equitably during those encounters.

Task #1 for Objective #2

Document how the jurisdiction will incorporate Procedural Justice into the GIVE comprehensive plan.

#	Performance Measure
1	Include how procedural justice is effectively administered.

2 Include any Procedural Justice training received by the Suffolk County Police Department.

3 Include how the Suffolk County Police Department coordinates with other appropriate agencies to ensure Procedural Justice is implemented.

4 Include how the Suffolk County Police Department coordinates with community partners and stakeholders to ensure Procedural Justice is implemented.

5 Include how a policy of Procedural Justice is used in conjunction with other gun violence reduction methods.

6 Provide a brief narrative summarizing how the use of Procedural Justice is impacting the comprehensive GIVE plan.

Objective #3

To enhance the ability of the Suffolk County Police Department to reduce shootings and homicides through the acquisition of equipment.

Task #1 for Objective #3

The grantee will purchase equipment identified in the budget to enhance the department¿s ability to eliminate shootings and homicides in Suffolk County. All equipment purchased must be clearly tied to the proposed strategy, and comply with all conditions set forth in the GIVE contract.

#	Performance Measure
1	The Grantee will follow the procurement processes as outlined in the Special Conditions and Appendix A1 for the purchase of equipment and/or software with grant funds.
2	Provide date(s) that equipment was ordered.
3	Indicate the date(s) of installation and location(s) of installed equipment.
4	Indicate the date a completed DCJS equipment inventory report (EIR) form via GMS was submitted to DCJS.
5	During each quarter the equipment was operational, provide a brief narrative describing the usage and maintenance of equipment acquired through the grant.

Objective #4

The Suffolk County Police Department will assign personnel and contracted agencies directly to the proposed GIVE strategy of reducing shootings and homicides in Suffolk County.

Task #1 for Objective #4

The Suffolk County Police Department will subcontract with the Economic Opportunity Council to provide Street Outreach Workers in support of the GIVE strategic plan.

#	Performance Measure
1	Provide the name, starting date, and duties of all contracted employees.
2	Provide the number of top offenders contacted by outreach workers.
3	Provide the number of contacts made in identified hot-spots.
4	Provide the arrest rates for individuals with repeated contacts.
5	Provide the number of gun violence incidents for individuals with repeated contacts.
6	Provide notification to DCJS of any change in personnel.
7	Provide a copy of the sub-agreement with the Economic Opportunity Council will be filed with DCJS upon execution.
8	Describe any training received by key staff members.
9	Describe the coordination with existing outreach program (ex. SNUG)?
10	Describe how the intervention data is monitored and recorded.
11	Provide a brief narrative summarizing the contributions of the Outreach Workers.

Task #2 for Objective #4

The Suffolk Partnership will work with its latest partner Stony Brook University Center for Community Engagement and Leadership

Development, to assist in the development of meaningful assessment tools and performance measures.

#	Performance Measure
1	What types of assessment tools are being created.
2	Provide the details of each assessment tool and what it is measuring.
3	Provide the details of performance measures being created.
4	Provide the details of each performance measure and how it is being used.
5	Provide a brief narrative summarizing the contributions of the research partner.

Objective #5

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #5

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

#	Performance Measure
1	1. Identify if you are on target to meet the established Minority and Women Business Enterprise goals by the end of the contract period. **NOTE: This performance measure requires a yes or no response, at a minimum.**

Award Contract **Project GIVE**

Project No.	Grantee Name	
GV15-1079-D01	Suffolk County	07/15/2016

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

A. Publications:

1. The implementing agency will submit to DCJS for review all proposed publications (written, visual or sound) prior to their public release. Any such publications shall contain the following statement... "This project is supported by a grant from the New York State Gun Involved Violence Elimination (GIVE) Initiative. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the Division of Criminal Justice"

2. No materials, items or publications resulting from award activities associated with the GIVE Initiative grant may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS Executive Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

B. Programs:

1. Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies, the implementing agency will coordinate their GIVE strategy with those other strategy initiatives in the county.

2. Grantee agrees that if the project is not implemented within 60 calendar days of the award date, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF

explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, in consultation with the Board, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

3. The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

4. Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Monthly Gun Data - Both primary and DCJS designated secondary police departments must submit the Monthly Gun Data Report within 30 days of the end of the month that is being reported on. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

B.Program: Cont'd

5. Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form: http://www.criminaljustice.ny.gov/ojis/documents/dcjscontactenrollform.pdf or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

7. All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at http://www.criminaljustice.ny.gov/dict/dict.htm and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

8. Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

9. Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation.

This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

10. Grantee agrees to comply with all requirements included within the Project GIVE Request for Applications (RFA).

C. Funding: 1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment, and fee schedule.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.

3. Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

4. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

5. Grantee agrees that all specifications for technology purchases exceeding $5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

A. Publications:

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2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.

3. Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

4. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

5. Grantee agrees that all specifications for technology purchases exceeding $5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

Supplemental GIVE Special Conditions - 3/21/2016

1. Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearm related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.

2. By the 15th day of each month, participating police departments will provide Operation SNUG personnel with a monthly list of high risk individuals who have been identified as known or suspected gang members, gang leaders who promote gun violence, and candidates most likely to carry guns and/or be involved in shooting incidents. Police agencies may use discretion when it comes to supplying sensitive information regarding these high-risk individuals (i.e. persons involved in active criminal investigations).

3. By the 15th day of each month, the participating police department will provide DCJS a crime map pinpointing the locations of the prior month's shooting incidents for both the Operation SNUG target area(s) and the entire city.

Supplemental GIVE Special Conditions - 3/21/2016

4. Participating police departments will provide DCJS an annual crime map pinpointing the locations of all shooting incidents which have occurred between July 1 and June 30 of the preceding GIVE contract period for both the Operation SNUG target area(s) and the entire city. This annual crime map will be due on the last day of the month following the expiration date of the contract.

5. By the 15th day of each month the participating police department will provide DCJS a report detailing a month to month comparison of shootings and homicides for the current calendar year and the two preceding calendar years for the target area(s) and the entire city.

6. Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE contract period and the two preceding GIVE contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the contract.

7. Participating police departments will develop written protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

APPENDIX F
GUIDELINES FOR THE CONTROL AND USE OF CONFIDENTIAL FUNDS
This Guideline articulates procedures for the use and control of confidential funds by projects funded by the GRANTOR AGENCY (NYS Division of Criminal Justice Services). The provisions in this Guideline apply to all GRANTOR AGENCY professional personnel and grantees/subgrantees involved in the administration of grants containing confidential funds.
DEFINITIONS FOR TYPES OF SPECIAL LAW ENFORCEMENT OPERATIONS
1. Purchase of Services (P/S). This category includes travel or transportation of a non-federal officer or an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft or boat or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment and similar expenses for undercover purposes, within reasonable limits.
2. Purchase of Evidence (P/E). This category is for the purchase of evidence and/or contraband such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.
3. Purchase of Specific Information (P/I). This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.
POLICY

Confidential funds are those monies allocated to purchase of services, purchase of evidence and purchase of specific information. These funds should only be allocated:
1. When the particular merits of a program/investigation warrant the expenditure of these funds.
2. When requesting agencies are unable to obtain these funds from other sources.
Use of confidential funds is subject to prior approval based on a finding that they are a reasonable and necessary element of project operations. The approving agency must also ensure that the controls over disbursement of confidential funds are adequate to safeguard against the misuse of such funds.
- The APPROVING AUTHORITY for the ALLOCATION of confidential funds is GRANTOR AGENCY for block/formula/project grantees.
- The PRIOR APPROVAL AUTHORITY for the disbursement and expenditure of confidential funds will be as follows:
a. Department head (e.g., Chief of Police, District Attorney, etc.) for grant agencies for any individual payment in excess of $2,000.
b. Supervisor of Investigative Unit/Division to which funds are assigned for any individual payment of $2,000 or less.
1. Imprest Fund. The funds authorized will be established in an imprest fund which is controlled by a bonded cashier.
2. Advance of Fund. The supervisor of the unit to which the imprest fund is assigned must authorize all advances of funds for the purchase of information. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of informant.
3. Informant Files. Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to the ADocumentation@ paragraph for a list of required documents for the informant files.
4. Cash Receipts.
a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.
FIGURE 1. SAMPLE RECEIPT OF INFORMANT PAYEE
RECEIPT
For and in consideration of the sale and delivery to the State, County, or City of of information or evidence identified as follows:
I hereby acknowledge receipt of $ (numerical and word amount entered by payee) Paid to me by the State, County, or City of .
Date: Payee:
(Signature)
Case Agent/Officer:
(Signature)
Witness
: (Signature)
Case or Reference: Signature

5. Review and Certification. The signed receipt from the informant payee with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest fund. The certification will be witnessed by the agent or officer in charge on the basis of the report and informant payee=s receipt.
6. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest fund on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Grantees shall retain the reconciliation report in their files and available for review. Subgrantees shall retain the reconciliation report in their files and available for review unless the state agency requests that the report be submitted to them on a quarterly basis.
7. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approval/disapproval), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Documentation, Item 1, for a list of documents which should be in the informant files. In projects where grant funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provisions of the GRANTOR AGENCY legislation.
DOCUMENTATION.
1. Informant File Security and Contents.
a. For each informant a separate file should be established for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the office head or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
b. Each file should contain the following documents:

1. Informant Payment Record, kept on top of the file. This record provides a summary of informant payments.
2. Informant Establishment Report, including complete identifying and locating data, plus any other documents connected with the informant=s establishment.
3. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
4. Cooperating Individual Agreement.
5. Receipt for Purchase of Information.
6. Copies of all debriefing reports.
7. Copies of case initiation reports bearing on the utilization of the informant.
8. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
9. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his/her behalf or any other nonmonetary considerations furnished.
10. Any deactivation report or declaration of an unsatisfactory informant.
2. Receipt for Purchase of Information. An informant payee receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an informant payee receipt containing the following information:
a. The jurisdiction initiating the payment.
b. A description of the information/evidence received.
c. The amount of payment, both in numerical and word form.
d. The date on which the payment was made.
e. The signature of the informant payee.
f. The signature of the case agent or officer making payment.
g. The signature of at least one other officer witnessing the payment.
h. The signature of the first line supervisor authorizing and certifying payment.
INFORMANT MANAGEMENT AND UTILIZATION
All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:
1. Assignment of an informant code name to protect the informant=s identity.
2. An informant code book controlled by the office head or his/her designee containing:
a. Informant=s code name.
b. Type of informant (i.e., informant, defendant/informant, restricted-use/informant).
c. Informant=s true name.
d. Name of establishing law enforcement officer.
e. Date the establishment is approved.
f. Date of deactivation.
3. Establish each informant file in accordance with Documentation, Item 1.
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL fact that was earlier reported on the Establishment Report is no longer correct (e.g., a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If a verified FBI or NYSID number is available, request a copy of the criminal records from the FBI or DCJS. Where a verified FBI or NYSID number is not available, the informant should be fingerprinted with a copy sent to the FBI and DCJS for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI/DCJS.
PAYMENTS TO INFORMANTS 1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes persons who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
a. The level of the targeted individual, organization, or operation.
b. The amount of the actual or potential seizure.
c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made:
a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.
b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expenses at the new location for a specific period of time (not to exceed 6 months). Payments for these expenses may be either lump sum or as they occur, and should not exceed the amounts authorized law enforcement employees for these activities.
c. Payments to Informants of Another Agency. To use or pay another agency=s informant, he/she should be established as an

informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
3. Documentation of payments to informants is critical and should be accomplished on a receipt for purchase of information. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the firstline supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.
ACCOUNTING AND CONTROL PROCEDURES
Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:
1. It is important that expenditures which conceptually should be charged to PE/PI/PS are in fact so charged. It is only in this manner that these funds can be properly managed in all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any one buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider: (1) the significance of the investigation; (2) the need for this expenditure to further that investigation; and (3) anticipated expenditures in other investigations. Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.
5. Funds for a PE/PI/PS expenditure should be advanced to the officer on a suitable receipt form. A receipt for purchase of information or a voucher for purchase of evidence should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, then the funds should be returned to the advancing cashier as soon as possible. An extension to the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are the amount of funds involved, the degree of security under which the funds are being held, how long an extension is required, and the significance of the expenditure. Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the fund cashier should be presented with either the unexpended funds, an executed voucher for payment for information or purchase of evidence or written notification by management that an extension has been granted.
7. Purchase of Services expenditures, when not endangering the safety of the office or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the office head, or his/her immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Certified by - on

APPENDIX G
PROCEDURAL GUIDELINES FOR THE CONTROL OF SURVEILLANCE EQUIPMENT
1. PURPOSE
The purpose of these guidelines is to set forth the minimum requirements for insuring the security and control of surveillance equipment purchased or leased under the project.
2. SURVEILLANCE EQUIPMENT DEFINED
As used in these guidelines, Asurveillance equipment@ means, but is not limited to, any instrument or device used or primarily intended for use in:
a) the surreptitious interception of aural communications; or
b) the recording or re-recording of aural communications; or
c) the surreptitious interception of direct frequency indicators.
Such equipment includes, but is not limited to, the following: tape recorders, including miniaturized tape recorders; microphones; induction coils; transmitters; video equipment; receivers; amplifiers; dial recorders; Atouch tone@ decoders; and vehicle tracking systems.
3. FACILITY FOR STORAGE, ISSUANCE, AND RETURN
The Grantee shall store surveillance equipment in as few facilities or locations as possible in order to centralize storage, issuance, and return of such equipment. Each facility or location must be a secure one.

4. INVENTORY CONTROL
The Grantee shall maintain a system of inventory control for all surveillance equipment by providing for identification of each item of equipment and maintaining a record of custody and location of each item at all times.
5. STORAGE OF EQUIPMENT
The grantee shall adopt procedures to assure that surveillance equipment which is not currently being used for official purposes is stored only at an authorized facility.
6. INSPECTION BY THE DIVISION OF CRIMINAL JUSTICE SERVICES
Authorized representatives of the Division of Criminal Justice Services may, at all reasonable times, inspect grant surveillance equipment, the facilities in which they are stored, and the records relating to inventory control.
Nothing contained herein shall authorize the inspection of records relating to surveillance equipment which identify the particular investigation in which such equipment has been or is being used.

Certified by - on

Award Contract		**Project GIVE**
Project No.	**Grantee Name**	
GV15-1079-D01	Suffolk County	07/15/2016

Amendment created on - 04/22/2016
Prior Contract Terms
Contract Start Date - 07/01/2015
Contract End Date - 06/30/2016
Contract Amount - $395,500.00

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at http://criminaljustice.state.ny.us/ofpa/forms.htm.

Certified by - on

Award Contract		**Project GIVE**
Project No.	**Grantee Name**	
GV15-1079-D01	Suffolk County	07/15/2016

Appendix M MWBE Contract Requirements (Local Assistance)

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The Division of Criminal Justice Services (DCJS) 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 DCJS, to fully comply and cooperate with the DCJS 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). Contractors 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.

II. Contract Goals

A. For purposes of this contract, the DCJS has established overall goals for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified in the contract workplan.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: http://www.esd.ny.gov/mwbe.html. 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 DCJS for liquidated or other appropriate damages, as set forth herein.

III. 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:

1. 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.

2. The Contractor shall maintain an EEO policy statement and submit it to the DCJS if requested.

3. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

4. The Contractors 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 4 and Paragraph E of this Section III, 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

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS 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 DCJS 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.

2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

3. 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.

IV. 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, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

IV. Waivers

A. If the DCJS, 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 DCJS 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.

VI. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DCJS 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.

VII. Liquidated Damages - MWBE Participation

A. Where DCJS 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 DCJS 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 DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are assessed by the DCJS 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 DCJS.

M/WBE AND EEO POLICY STATEMENT

The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Criminal Justice 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.

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 organizations 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. .

VER5/13/13

Certified by - on

COUNTY OF SUFFOLK
NEW YORK

1749

POLICE DEPARTMENT

TIMOTHY D. SINI
POLICE COMMISSIONER

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

FROM: **Robert G. Cassagne, Chief of Support Services**
Suffolk County Police Department

DATE: **July 15, 2016**

SUBJECT: **Resolution Package & SCIN Forms for a Resolution Authorizing Certain Technical Corrections to Adopted Resolution No. 482-2016 for the GIVE III 2016 Grant Program**

Certificate of Necessity requested for July 26, 2016 General Meeting

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Attached please find the following for the New York State Division of Criminal Justice Services sponsored **GIVE III 2016 Grant Program:**

- Draft Grant Resolution
- Memorandum of Support
- Request for Certificate of Necessity
- Grant SCIN Forms
- Request for Introduction of Legislation
- Financial Impact Statement
- Copy of grant award letter and approved budget

Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. Grant contract signature will be done on-line in the DCJS Grants Management System (GMS) upon passage and signature of the resolution.

Due to the fact that this is a one year project with no extensions given, we request that this resolution to correct the funding allocations for the project be passed at the July 26, 2016 General Meeting of the Legislature, in order to allow program activities to begin as soon as possible and not risk loss of funding.

If you have any questions concerning this resolution package please do not hesitate to contact Susan Krause, Grants Analyst, at (631) 852-6601 or Sarah Furey, Senior Grants Analyst, at (631) 852-6042.

RGC/sf

1750

Intro. Res. No. - 2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING PLANNING STEPS FOR IMPLEMENTATION OF SUFFOLK COUNTY WORKFORCE HOUSING PROGRAM (Sandy Hollow Cove)

WHEREAS, Article XXXXVI of the SUFFOLK COUNTY ADMINSTRATIVE CODE establishes the County's Workforce Housing Program; and

WHEREAS, Section 36-2(D) of said Article authorizes funding of qualifying workforce housing developments, through the use of Capital Bond proceeds (CP 8704 and CP 6411), to subsidize certain land and infrastructure costs in connection with such workforce housing developments; and

WHEREAS, the County Department of Economic Development and Planning has identified a combined approximate 2.6 acre site on Sandy Hollow Road, in Tuckahoe, in the Town of Southampton, which would be appropriate for development as workforce housing and which is identified by the Suffolk County Tax Map Numbers: 0900-111.00-03.00-024.000 (the "Parcel");and

WHEREAS, the proposed workforce housing development, to be known as "Sandy Hollow Cove," contemplates the construction of 28 studio, one, and two bedroom limited equity cooperative units to be developed by Georgica Green Ventures LLC and the Town of Southampton Housing Authority; and

WHEREAS, pursuant to Section 36-2(D) of Article XXXVI of the Suffolk County Administrative Code, it is proposed that the County acquire the Parcel; 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 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) in that the resolution authorizes information collection and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action and because the resolution constitutes routine or continuing agency administration; and since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that this Legislature hereby finds that the Parcel in the Town of Southampton meet the acquisition and infrastructure funding requirements of the County Workforce Housing Program and the need to fill the critical shortage of workforce housing in Suffolk County; and be it further

3rd **RESOLVED**, that the Director of Real Estate within the Suffolk County Department of Economic Development and Planning, is hereby authorized, empowered and

directed, to plan for the acquisition of and/or infrastructure improvements for the parcel listed below:

SUFFOLK COUNTY

TAX MAP NUMBER	**ACREAGE:**	**REPUTED OWNER**
0900-111.00-03.00-024.000	2.6	Glesir Development, LLC

and be it further

4th **RESOLVED**, that the County Department of Economic Development and Planning, the Division of Real Property Acquisition and Management, and the County Department of Law are hereby authorized, empowered and directed to take such other actions as may be necessary and appropriate to accomplish such planning purposes, including, but not limited to, securing and expending funds for appraisals, surveys, engineering reports, environmental audits, title search and to utilize such valid appraisals for the subject parcel as may be made available to the County by any pertinent municipality; either voluntarily or upon request by the County of Suffolk; and be it further

5th **RESOLVED,** that the expenses for such planning purposes shall be paid from funds appropriated pursuant to Article XXXVI of the Suffolk County Administrative Code; and be it further

6th **RESOLVED**, that the County of Suffolk may reimburse any entity, whose appraisal is utilized for the above-described purpose, for the cost of obtaining such appraisal in the event that the County elects to utilize such appraisals for the subject parcel.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, AUTHORIZING PLANNING STEPS FOR IMPLEMENTATION OF SUFFOLK COUNTY WORKFORCE HOUSING PROGRAM (Sandy Hollow Cove)

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

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

Anticipated that future resolution will authorize purchase of land from CP 8704 Acquisition of Land for Workforce Housing and/or CP 6411 Infrastructure Improvements for Workforce Improvements.

9. Timing of Impact

Upon adoption for planning steps resolution.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		July 20, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1750

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER $100	2016 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 TAX SERVICE, SEPTEMBER 2009.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1751

Intro. Res. No. - 2016 Laid on Table 7/26/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING PLANNING STEPS FOR IMPLEMENTATION OF SUFFOLK COUNTY WORKFORCE HOUSING PROGRAM (Speonk Commons)

WHEREAS, Article XXXXVI of the SUFFOLK COUNTY ADMINSTRATIVE CODE establishes the County's Workforce Housing Program; and

WHEREAS, Section 36-2(D) of said Article authorizes funding of qualifying workforce housing developments, through the use of Capital Bond proceeds (CP 8704 and CP 6411), to subsidize certain land and infrastructure costs in connection with such workforce housing developments; and

WHEREAS, the County Department of Economic Development and Planning has identified a combined approximate 4.28 acre site on North Phillips Avenue, in Speonk, in the Town of Southampton, which would be appropriate for development as workforce housing and which is identified by the Suffolk County Tax Map Number 0900-350.00-02.00-018.000 (the "Parcel");and

WHEREAS, the proposed workforce housing development, to be known as "Speonk Commons," contemplates the construction of 45 studio, one, and two bedroom limited equity cooperative units to be developed by Georgica Green Ventures LLC and the Town of Southampton Housing Authority; and

WHEREAS, pursuant to Section 36-2(D) of Article XXXVI of the Suffolk County Administrative Code, it is proposed that the County acquire the Parcel; 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 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) in that the resolution authorizes information collection and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action and because the resolution constitutes routine or continuing agency administration; and since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that this Legislature hereby finds that the Parcel in the Town of Southampton meet the acquisition and infrastructure funding requirements of the County Workforce Housing Program and the need to fill the critical shortage of workforce housing in Suffolk County; and be it further

3rd **RESOLVED**, that the Director of Real Estate within the Suffolk County Department of Economic Development and Planning, is hereby authorized, empowered and

directed, to plan for the acquisition of and/or infrastructure improvements for the parcel listed below:

SUFFOLK COUNTY

TAX MAP NUMBER	**ACREAGE:**	**REPUTED OWNER**
0900-350.00-02.00-018.000	4.36 Acres	Sandborn Land LLC

and be it further

4th **RESOLVED**, that the County Department of Economic Development and Planning, the Division of Real Property Acquisition and Management, and the County Department of Law are hereby authorized, empowered and directed to take such other actions as may be necessary and appropriate to accomplish such planning purposes, including, but not limited to, securing and expending funds for appraisals, surveys, engineering reports, environmental audits, title search and to utilize such valid appraisals for the subject parcel as may be made available to the County by any pertinent municipality; either voluntarily or upon request by the County of Suffolk; and be it further

5th **RESOLVED,** that the expenses for such planning purposes shall be paid from funds appropriated pursuant to Article XXXVI of the Suffolk County Administrative Code; and be it further

6th **RESOLVED**, that the County of Suffolk may reimburse any entity, whose appraisal is utilized for the above-described purpose, for the cost of obtaining such appraisal in the event that the County elects to utilize such appraisals for the subject parcel.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1751

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, AUTHORIZING PLANNING STEPS FOR IMPLEMENTATION OF SUFFOLK COUNTY WORKFORCE HOUSING PROGRAM (Speonk Commons)

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

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

Anticipated that future resolution will authorize purchase of land from CP 8704 Acquisition of Land for Workforce Housing and/or CP 6411 Infrastructure Improvements for Workforce Improvements.

9. Timing of Impact

Upon adoption for planning steps resolution.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		July 20, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1751

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER $100	2016 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 TAX SERVICE, SEPTEMBER 2009.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1752

Intro. Res. No. -2016 Laid on Table 7/26/11

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ADOPTING LOCAL LAW NO. -2016, A LOCAL LAW TO AMEND CHAPTER 353 OF THE SUFFOLK COUNTY CODE TO AUTHORIZE THE COUNTY DEPARTMENT OF AUDIT AND CONTROL TO REGISTER NONPROFIT VETERANS ORGANIZATIONS

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , 2016, a proposed local law entitled, "**A LOCAL LAW TO AMEND CHAPTER 353 OF THE SUFFOLK COUNTY CODE TO AUTHORIZE THE COUNTY DEPARTMENT OF AUDIT AND CONTROL TO REGISTER NONPROFIT VETERANS ORGANIZATIONS**"; and said local law in final form is the same as when presented and introduced; now, therefore be it

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

LOCAL LAW NO. -2016, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO AMEND CHAPTER 353 OF THE SUFFOLK COUNTY CODE TO AUTHORIZE THE COUNTY DEPARTMENT OF AUDIT AND CONTROL TO REGISTER NONPROFIT VETERANS ORGANIZATIONS

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 Chapter 353, Article III of the Suffolk County Code establishes registration requirements for nonprofit veterans organizations soliciting funds and contributions in Suffolk County.

This Legislature further finds that under the current local law, all nonprofit veterans organizations have to register with the Suffolk County Veterans Services Agency by filing registration statements and additional documents.

This Legislature also finds that under the current law, the Suffolk County Department of Audit and Control is responsible for reviewing all tax returns, registration statements and reports submitted by nonprofit veterans organizations and assisting the Veterans Services Agency in determining whether all registration requirements have been satisfied.

This Legislature also finds that in order to streamline the registration process for nonprofit veterans organizations and dispense with duplicative review functions, the responsibility for the registration process should be vested only in the Department of Audit and Control.

Therefore, the purpose of this local law is to amend Chapter 353 of the SUFFOLK COUNTY CODE to authorize the Suffolk County Department of Audit and Control to register nonprofit veterans organizations.

Section 2. Amendment.

Chapter 353, Article III of the SUFFOLK COUNTY CODE is hereby amended to read as follows:

CHAPTER 353
BUSINESS PRACTICES

Article III. Registration of Nonprofit Veterans Organizations

§ 353-19. Legislative intent.

****

J. Therefore, the purpose of this article is to require that all nonprofit veterans organizations register with the [Suffolk County Veterans Services Agency] Suffolk County Department of Audit and Control in order to solicit donations in Suffolk County.

****

§ 353-21. Registration required.

A. No nonprofit veterans organization shall solicit funds or contributions from the public or have funds or contributions solicited on its behalf within the County of Suffolk unless it has filed a complete Application for Registration Statement [registration statement] with the [Suffolk County Veterans Services Agency] Suffolk County Department of Audit and Control in accordance with the provisions of this section. The Application for Registration Statement [registration statement] shall be refiled and updated every year for as long as the nonprofit veterans organization is engaged in solicitation activities in Suffolk County.

B. The Application for Registration Statement [Such statements] shall contain the following information:

****

(1) The agency's Articles of Incorporation which documents the purpose of the organization [The name of the organization and the purpose for which it was organized].

(2) The agency's Annual Notice of New York State Registration for the previous calendar year [The principal address of the organization].

(3) The agency's 501(c) Revenue Code as designated by the IRS with Employer Identification Number and Tax Exempt Status. [A statement indicating whether the organization intends to use professional fund-raisers to solicit funds or contributions from the public.]

(4) A written statement documenting the [The] general purpose or purposes for which the contributions solicited will be used.

(5) A written statement documenting the [The] names and business addresses of the person or persons in direct charge of conducting the solicitation.

(6) A written statement indicating whether the organization intends to use professional fund-raisers to solicit funds or contributions from the public. If so, the [The] names and business addresses of all professional fund-raisers who will be connected with the solicitation.

(7) A list of all organizations or individuals the nonprofit veterans organization has donated to and the amount of each donation during the agency's prior fiscal year [during the past 36 consecutive months]. In addition, a separate schedule of all Suffolk County veterans and their families assisted by the organization during the agency's prior fiscal year.

(8) A list of the agency's current Board of Directors, including names, addresses and phone numbers. [The percentage of proceeds from donations collected that is paid to any professional fundraisers and the percentage that is actually received by the nonprofit veterans organization. This information shall also be disclosed to potential donors at the time of solicitation on a poster with lettering no less than one inch in height on a contrasting background or, if soliciting via telephone, prior to requesting a donation].

(9) A written statement indicating the [The] amount [and percentage] of monies raised in the preceding fiscal year that was expended to assist and support veterans' programs within the County of Suffolk and/or individual veterans and their families in the County of Suffolk, and a list of expenditures and donations that comprise the monies expended to assist veterans' programs and individual veterans and their families.

(10) A written statement that the fact of registration will not be used or represented in any way as an endorsement by the County of Suffolk, [or by] the Suffolk County Veterans Services Agency or the Suffolk County Department of Audit and Control of the solicitation conducted thereunder.

(11) Audited financial statements and/or IRS Form 990 for the organization's prior two (2) fiscal years. If the previous years' statements are not finalized, a Profit & Loss Statement and Statement of Activities for the previous year which clearly identify the organization's revenues and program, administrative and fund raising expenses [Documents verifying the information provided under the provisions of Subsection **B(1)** through **(8)** above, including all contracts and subsequent amendments thereto between a nonprofit veterans organization and any professional fund-raiser with whom it does business].

****

(12) A written statement detailing the following for the agency's previous fiscal year: (a) total revenue including donations, contributions, grants, and investments; (b) total funds expended to assist veterans and their families; (c) amount and percentage of funds raised that were expended to support veterans' programs in Suffolk County; (d) amount of funds that remain undistributed; (e) amount of monies paid to professional fundraisers and solicitors; (f) total administrative expenses for the agency and the percentage of total administrative expenses to total agency

expenses [The Veterans Services Agency shall request additional documents from nonprofit veterans organizations, including the organization's federal and state tax return documents, including Form 990 with all schedules; Articles of Incorporation; a list of the organization's Board of Directors; proof of liability insurance; annual notice of registration with the New York State Attorney General; and copies of other licenses and permits issued to the organization by the County of Suffolk].

(13) A copy of the agency's Certificate of Liability Insurance.

(14) A copy of all Suffolk County business licenses and permits to operate in Suffolk County.

C. The [Office of the Suffolk County Comptroller] Suffolk County Department of Audit and Control shall review all documentation submitted by the agency with its Application for Registration Statement [tax returns, registration statements and reports submitted by nonprofit veterans organizations] and [assist the Veterans Services Agency in] determine[ing] whether all registration requirements have been satisfied. The Comptroller may, if necessary, request additional documentation from a nonprofit veterans organization to support its registration statement; an organization's failure to comply with the Comptroller's request for additional documentation will result in an incomplete application. The [Suffolk County Veterans Services Agency] Comptroller shall provide each nonprofit veterans organization which has completed all registration requirements with a registration certificate, which shall have a registration number and expiration date. Nonprofit veterans' organizations soliciting donations must have a valid registration certificate displayed on premises at all times.

D. The [Office of the Suffolk County Comptroller] Suffolk County Department of Audit and Control will publish on its webpage the following information regarding each registered nonprofit veterans organization for the previous year: (1) total revenue including donations, contributions, grants, and investments; (2) total funds expended to assist veterans and their families; (3) amount and percentage of funds raised that were expended to support veterans' programs in Suffolk County; (4) amount of funds that remain undistributed; (5) amount of monies paid to professional fundraisers and solicitors; (6) total administrative expenses for the agency and the percentage of total administrative expenses to total agency expenses [shall provide to the Veterans Services Agency, for the purposes of public dissemination, the following information regarding each registered nonprofit veterans organization: the total monies raised by the organization in the preceding calendar year; the amount and percentage of monies that were paid to professional fundraisers and professional solicitors; the amount and percentage of monies raised that was expended to support veterans' programs within the County of Suffolk, with a line-item breakdown of the programs that received monies and the amounts received; the amount and percentage of monies raised that was donated directly to Suffolk veterans and their families; the amount of monies raised that remain undistributed].

E. The [Veterans Services Agency] Suffolk County Department of Audit and Control shall deny an application for registration or renewal if a nonprofit veterans organization fails to submit any of the items required in the Application for Registration Statement [its federal and/or state tax returns for the prior fiscal year; however, the Agency will not deny an application on this ground if the Internal Revenue Service and/or the New York State Department of Taxation and Finance has extended the deadline for the filing of tax returns

by the Agency and the Agency's failure to file has not extended more than six months beyond the original filing deadline].

****

§ 353-23. Penalties for offenses; disposition of fines.

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C. Civil penalties collected under this article shall be deposited with the Veterans Service Agency to be used to provide services to homeless veterans.

E. The [Veterans Services Agency] Suffolk County Department of Audit and Control is hereby empowered to revoke or deny a registration certificate to any nonprofit veterans organization which fails to file all required information with the [Agency] Comptroller or which files falsified information. The [Veterans Services Agency] Comptroller is further empowered to deny or revoke a registration certificate if it is determined that an officer, employee or agent of a nonprofit veterans organization has violated § **353-22**, the federal Stolen Valor Act (18 U.S.C. § 704) or a substantially similar state or local statute. Any revocation or denial shall be effective for a period of one calendar year. A revocation or denial shall only be imposed by the [Director of the Veterans Services Agency] County Comptroller following a hearing and opportunity for an alleged violator to be heard.

****

§ 353-24.1. Reports of [Veterans Services Agency] the Suffolk County Department of Audit and Control.

The [Veterans Services Agency] Suffolk County Department of Audit and Control will submit a written report to the Veterans and Seniors Committee of the County Legislature no later than June 15 each year, summarizing the information submitted by each registered nonprofit veterans organization pursuant to this article. This report will include metrics indicating the percentage of monies raised by each organization that was expended or donated to support Suffolk County veterans and/or veterans programs. The [Veterans Services Agency] Comptroller shall post this report on its departmental website. [Information that identifies individual veterans who received assistance from nonprofit veterans organizations shall be confidential and will not be disseminated to the public.]

§ 353-24.2. Confidentiality

Any information that identifies individual veterans or veterans' families who received assistance from nonprofit veterans organizations shall be confidential and will not be disseminated to the public.

Section 3. Applicability.

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

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or

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

Section 5. SEQRA Determination.

This Legislature, being the 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 finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. 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.

Section 6. Effective Date.

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

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

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

1752

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

DATE: JULY 20, 2016

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2016

TITLE: I.R. NO. -2016; A LOCAL LAW TO AMEND CHAPTER 353 OF THE SUFFOLK COUNTY CODE TO AUTHORIZE THE DEPARTMENT OF AUDIT AND CONTROL TO REGISTER NONPROFIT VETERANS ORGANIZATIONS

SPONSOR: PRESIDING OFFICER ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 7/20/2016 **PUBLIC HEARING:** 9/07/2016

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

This proposed law would amend Chapter 353 of the Suffolk County Code to authorize the Department of Audit and Control to register nonprofit veterans organizations that solicit and collect monetary donations from the public.

Under the current law, nonprofit veterans organizations are required to register with the Suffolk County Veterans Services Agency and their documentary submissions are reviewed by the Department of Audit and Control. The proposed amendment would streamline this process by vesting the registration and review process solely with the Department of Audit and Control.

Additionally this local law adds requirements that veteran organizations submit to the Department of Audit and Control their 501(c) revenue code with EIN and tax exempt status, audited financial statements, copies of all Suffolk County business licenses and permits to operate in Suffolk County and a schedule of all veterans and families assisted in the prior year.

The Department of Audit and Control will publish on its webpage total revenue amounts, including donations, contributions, grants and investments; total funds expended to assist veterans; the amount of any funds remaining and undistributed; the amount of money paid to professional fundraisers; and the total administrative expenses of each registered veterans organization.

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

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-amend-chapter 353-authorize-audit and control-register