PROCEDURAL RESOLUTION NO. 22-2017, SETTING LAND ACQUISITION PRIORITIES IN ACCORDANCE WITH “AAA PROGRAM” REQUIREMENTS (2017 - PHASE V)

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

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

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

WHEREAS, the Division of Planning and Environment presented their periodic report to the Environment, Planning and Agriculture Committee on December 11, 2017; now, therefore be it

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

<table>
<thead>
<tr>
<th>SUффолк COUNTY TAX MAP NUMBER</th>
<th>ACRES</th>
<th>REPUTED OWNER AND ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>District 0209</td>
<td>4,000 SF</td>
<td>Thomas Zedlovich, Jr.</td>
</tr>
<tr>
<td>Section 033.00</td>
<td></td>
<td>c/o David &amp; Andrew Zedlovich</td>
</tr>
<tr>
<td>Block 06.00</td>
<td></td>
<td>161-03 33rd Avenue</td>
</tr>
<tr>
<td>Lot 018.000</td>
<td></td>
<td>Flushing, NY 11358</td>
</tr>
<tr>
<td>District 0200</td>
<td>9.5</td>
<td>Robert Donaldson</td>
</tr>
<tr>
<td>Section 593.00</td>
<td></td>
<td>150 Wireless Road</td>
</tr>
<tr>
<td>Block 03.00</td>
<td></td>
<td>Hauppauge, NY 11788</td>
</tr>
<tr>
<td>Lot 007.001</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District 0400</td>
<td>1.96</td>
<td>Janice Buckner</td>
</tr>
<tr>
<td>Section 212.00</td>
<td></td>
<td>222 Manor Road</td>
</tr>
<tr>
<td>Block 02.00</td>
<td></td>
<td>Huntington, NY 11743</td>
</tr>
<tr>
<td>Lot 041.000p/o</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
and be it further

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

3rd RESOLVED that, upon execution by the reputed site owners of a Contract of Sale for the purchase of such owners’ parcels as set forth in the 1st RESOLVED clause herein, the Division of Real Property Acquisition and Management is hereby authorized and empowered to expend monies from the Suffolk County Drinking Water Protection Program, effective December 1, 2007, (Article XII of the SUFFOLK COUNTY CHARTER) and the Enhanced Drinking Water Protection Program (Article XII A of the SUFFOLK COUNTY CHARTER), as appropriate, for the necessary title reports, surveys and environmental site assessments of said parcels.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §1070-17 OF THE SUFFOLK COUNTY CODE
RESOLUTION NO. -2017, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $27,244,780 FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES, TO PROVIDE ADDITIONAL CASELOAD RELIEF FOR THE PROVIDERS OF INDIGENT CRIMINAL DEFENSE PURSUANT TO THE HURRELL-HARRING SETTLEMENT

WHEREAS, the State of New York Office of Indigent Legal Services ("ILS") has made $27,244,780 in funds available pursuant to the written plan submitted by ILS in accordance with the Hurrell-Haring v. State of New York (8866-07) Stipulation and Order of Settlement ("Hurrell-Haring Settlement"); and

WHEREAS, in the Hurrell-Haring lawsuit, plaintiffs brought a lawsuit challenging the adequacy of legal representation of indigent criminal defendants in five New York counties (Suffolk, Onondaga, Ontario, Schuyler, and Washington Counties); and

WHEREAS, pursuant to the Hurrell-Haring Settlement, New York State accepted the responsibility to ensure that each person charged with a crime in each of the five named counties is represented by counsel at his/her arraignment; that ILS caseload/workload standards are implemented; that dedicated funding will be provided to implement specific quality improvements; and that the State will undertake its best efforts to pay in full for these enhancements; and

WHEREAS, through New York State Contract No. CHCR104, “Hurrell-Haring Caseload Relief 3 Year” (the “Grant”), ILS is providing an additional $27,244,780 for “caseload relief,” reducing attorney caseloads, enhancing professional function and retaining qualified staff at both the Suffolk County Assigned Counsel Defender Program Inc., which will receive $4,352,793.00 in Grant funds, and at the Suffolk County Legal Aid Society, Inc., which will receive $22,891,987 in Grant funds; and

WHEREAS, with its allotted Grant funds, the Suffolk County Assigned Counsel Defender Program, Inc. is to, among other things lease office space, conduct trainings, hire/and or continue to retain quality control attorneys, a Spanish interpreter, an investigator, a social worker, an official financial assistant and a paralegal; continue to provide sentencing advocate/mitigation services; and continue enhancing the availability of expert, consultant and investigative services in order to assist attorneys with attaining critical information to serve as the basis for the appropriate course of action in the representation of clients, all consistent with the goals of the Hurrell-Haring Settlement; and

WHEREAS, with its allotted Grant funds, the Suffolk County Legal Aid Society is to, among other things to continue to retain additional positions (including attorneys, entry level attorneys, Supervisor Social Workers, entry level Social Workers, data entry staff, entry level investigators, supervising/training investigator, IT Director, Legal Training Director, Accountant Assistant and paralegals); provide a retention fund to retain attorneys, provide promotions for
existing positions (including Chief Operating Legal Officers, Trial Director, Legal Director, Outreach Director, Bureau Chiefs, Senior Social Workers, Support Staff Supervisor, Attorney Supervisors, and Mentor/Senior attorneys); provide for an unemployment insurance contingency fund; provide funding for incidental and operational expenses such as office furniture and supplies, computers, phones, print material, professional licensing fees, etc; set-up an East End Satellite Office; and obtain additional leased space and build out in Central Islip, all consistent with the goals of the Hurrell-Harring Settlement; and

WHEREAS, subject to any extensions approved by the County and the State, the operational period of the Grant will be in effect for a term of three years, from June 1, 2017 through May 31, 2020; and

WHEREAS, said Grant funds have not been included in the 2017 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:

<table>
<thead>
<tr>
<th>REVENUES:</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>003-LAS-1126-3215 State Aid- Indigent Legal Services</td>
<td>$22,891,987</td>
</tr>
<tr>
<td>003-LAW-1127-3215 State Aid- Indigent Legal Services</td>
<td>$4,352,793</td>
</tr>
</tbody>
</table>

ORGANIZATIONS:

ILSF Grant Hurrell-Harring Caseload Relief June 2017-May 2020

003-LAS-1126

4000 - Contractual Expenses $22,891,987
003-LAS-1126-4770 - Special Services $22,891,987

ILSF Grant Hurrell-Harring Caseload Relief June 2017-May 2020

003-LAW-1127

4000 - Contractual Expenses $4,352,793
003-LAW-1127-4770 - Special Services $4,352,793

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; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(C)(20), (21) and (27) of the Title 6 of the New York Code of
Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environment 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

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
</table>

2. Title of Proposed Legislation
RESOLUTION NO. -2017, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $27,244,780 FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES, TO PROVIDE ADDITIONAL CASELOAD RELIEF FOR THE PROVIDERS OF INDIGENT CRIMINAL DEFENSE PERSUANT TO THE HURRELL-HARRING SETTLEMENT

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 $27,244,780 over a three year period from 6/1/17 thru 5/31/20.

8. Proposed Source of Funding
State Grant Funds

9. Timing of Impact
Upon adoption of the resolution

10. Typed Name & Title of Preparer
Jacqueline Whist, Sr. Budget Analyst

11. Signature of Preparer

12. Date
12/8/17

SCIN FORM 175b (10/95)
<table>
<thead>
<tr>
<th>STATE AGENCY (Name &amp; Address):</th>
<th>BUSINESS UNIT/DEPT. ID:</th>
<th>OLS01 1350200</th>
</tr>
</thead>
<tbody>
<tr>
<td>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, New York 12210</td>
<td>CONTRACT NUMBER:</td>
<td>CHCR104</td>
</tr>
<tr>
<td>CONTRACTOR SFS PAYEE NAME:</td>
<td>CONTRACT TYPE:</td>
<td>Multi-Year Agreement  Simplified Renewal Agreement  Fixed Term Agreement</td>
</tr>
<tr>
<td>Suffolk, County of</td>
<td>TRANSACTION TYPE:</td>
<td>New  Renewal  Fixed Term Agreement</td>
</tr>
<tr>
<td>CONTRACTOR DOS INCORPORATED NAME:</td>
<td>PROJECT NAME:</td>
<td>Hurrell-Harring Caseload Relief (3 Years)</td>
</tr>
<tr>
<td>CONTRACTOR IDENTIFICATION NUMBERS:</td>
<td>AGENCY IDENTIFIER:</td>
<td></td>
</tr>
<tr>
<td>NYS Vendor ID Number: 1000000809  Federal Tax ID Number: 11-6000464  DUNS Number (if applicable):</td>
<td>CFDA NUMBER (Federally funded grants only):</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR PRIMARY MAILING ADDRESS:</td>
<td>CONTRACTOR STATUS:</td>
<td></td>
</tr>
<tr>
<td>County of Suffolk  Suffolk County Dept. of Law 100 Veterans Memorial Highway, 6th Floor PO Box 6100 Hauppauge, NY 11788</td>
<td>For Profit  Municipality, Code: 470100000000  Tribal Nation  Individual  Not-for-Profit</td>
<td></td>
</tr>
<tr>
<td>CHECK if same as primary mailing address</td>
<td>Charities Registration Number:</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR MAILING ADDRESS:</td>
<td>Exemption Status/Code:</td>
<td></td>
</tr>
<tr>
<td>Suffolk County Treasurer  330 Center Drive  Riverhead, NY 11901</td>
<td>Sectarian Entity</td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>STATE AGENCY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________________</td>
<td>______________________</td>
</tr>
<tr>
<td>By: ________________________</td>
<td>By: __________________</td>
</tr>
<tr>
<td>____________________________</td>
<td>William J. Leahy</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Title: _____________________</td>
<td>Title: Director-Office</td>
</tr>
<tr>
<td>Date: ______________________</td>
<td>Office of Indigent</td>
</tr>
<tr>
<td></td>
<td>Legal Services</td>
</tr>
</tbody>
</table>

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) __________________________

<table>
<thead>
<tr>
<th>ATTORNEY GENERAL’S SIGNATURE</th>
<th>STATE COMPTROLLER’S SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________________</td>
<td>____________________________</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Title: _____________________</td>
<td>Title: _____________________</td>
</tr>
<tr>
<td>Date: ______________________</td>
<td>Date: ______________________</td>
</tr>
</tbody>
</table>

Contract Number: CHCR104
Page 1 of 1
Master Contract for Grants, Signature Page
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).

Contract Number: # CHCR104
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.

Contract Number: __CHCR104__
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.
(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...
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).
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**: 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:

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Footnote 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. 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.

      (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:
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).
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.
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 
publishation, 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
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
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
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 I

Settlement Agreement
the litigation as a class action in accordance with Article 9 of the New York State Civil Procedure Law and Rules ("CPLR"), Hurrell-Harring v. State of New York, 81 AD3d 69 (3d Dept. 2011); and

WHEREAS, in 2010, the State established the Office of Indigent Legal Services ("ILS") and the Indigent Legal Services Board ("ILSB") (Executive Law Section 832 and Section 833, respectively) to, among other things, improve the quality of the delivery of legal services throughout the State for indigent criminal defendants; and

WHEREAS, the parties have conducted extensive fact and expert discovery, and have engaged in motion practice before the Court, and the Court has set the matter down for trial; and

WHEREAS, the parties have negotiated in good faith and have agreed to settle this Action on the terms and conditions set forth herein; and

WHEREAS, the parties agree that the terms of this settlement are in the public interest and the interests of the Plaintiff Class and that this settlement upon the order of the Court is the most appropriate means of resolving this action; and

WHEREAS, the parties understand that, prior to such Court order, the Court shall conduct a fairness hearing in accordance with CPLR Article 9 to determine whether the settlement contained herein should be approved as in the best interests of the Plaintiff Class; and

WHEREAS, ILS and the ILSB have the legal authority to monitor and study indigent legal services in the state, to recommend measures to improve those services, to award grant monies to counties to support their indigent representation capability, and to establish criteria for the distribution of such funds; and

WHEREAS, the parties agree that ILS is best suited to implementing, on behalf of the State, certain obligations arising under this Agreement; and

WHEREAS, the ILSB has reviewed those obligations contemplated under this Agreement for implementation by ILS and has directed ILS to implement such obligations in accordance with
II. DEFINITIONS

As used in this Agreement:


**Agreement** and **Settlement Agreement** mean this Stipulation and Order of Settlement dated as of October 21, 2014 between and among Plaintiffs, the State Defendants, and the Five Counties.

**Arraignment** means the first appearance by a person charged with a crime before a judge or magistrate, with the exception of an appearance where no prosecutor appears and no action occurs other than the adjournment of the criminal process and the unconditional release of the person charged (in which event Arraignment shall mean the person’s next appearance before a judge or magistrate).

**Effective Date** means the date of entry of the order of Supreme Court, Albany County approving this Settlement Agreement.

**Executive** means the Office of the Governor.

**Five Counties** means Ontario, Onondaga, Schuyler, Suffolk, and Washington Counties, each of which was named as a defendant in the Second Amended Complaint filed on August 26, 2008 in *Hurrell-Harring v. State of New York*. Each of the Five Counties may also be referred to as a **County** in this Agreement.

**Mandated Representation** means constitutionally mandated publicly funded representation in criminal cases for people who are unable to afford counsel.

**Plaintiffs** or **Plaintiff Class** means the class of individuals certified by the Appellate Division on January 6, 2011 in *Hurrell-Harring v. State of New York*. 
(B) The Executive shall coordinate and work in good faith with the Office of Court Administration ("OCA") to ensure, on an ongoing basis, that each judge and magistrate within the Five Counties, including newly appointed judges and magistrates, is aware of the responsibility to provide counsel to Indigent Defendants at Arraignments, and, subject to constitutional and statutory limits regarding prompt arraignments, to consider adjustments to court calendars and Arraignment schedules to facilitate the presence of counsel at Arraignments. If, notwithstanding the Executive's satisfaction of the terms of this paragraph III(B), lack of cooperation from OCA prevents the provision of counsel at some Arraignments, the State shall not be deemed in breach of the settlement for such absence of counsel at those Arraignments.

(C) In accordance with paragraph IX(B), the State shall use $1 million in state fiscal year 2015/2016 for the purposes of paying any costs associated with the interim steps described in paragraph III(A)(2). The State shall use these funds in the first instance to pay the Five Counties for the costs, if any, incurred by them in connection with the interim steps described in paragraph III(A)(2), and thereafter any remaining amounts shall be used to pay costs incurred by ILS.

(D) ILS, in consultation with the Executive, OCA, the Five Counties, and any other individual or entity it deems appropriate, shall, on an ongoing basis, monitor the progress toward achieving the purposes set forth in paragraph III(A)(1) above. Such monitoring shall include regular, periodic reports regarding: (1) the sufficiency of any funding committed to those purposes; (2) the effectiveness of any system implemented in accordance with paragraph III(A)(3) in ensuring that all Indigent Defendants are represented by counsel at Arraignment; and (3) any remaining barriers to ensuring the representation of all Indigent Defendants at Arraignment. Such reports shall be made available to counsel for the Plaintiff Class and the public.
of Mandated Representation in the Five Counties.

(2) In reaching these determinations, ILS shall take into account, among other things, the types of cases attorneys handle, including the extent to which attorneys handle non-criminal cases; the private practice caseload/workloads of attorneys; the qualifications and experiences of the attorneys; the distance between courts and attorney offices; the time needed to interview clients and witnesses, taking into account travel time and location of confidential interview facilities; whether attorneys work on a part-time basis; whether attorneys exercise supervisory responsibilities; whether attorneys are supervised; and whether attorneys have access to adequate staff investigators, other non-attorney staff, and in-kind resources.

(3) In no event shall numerical caseload/workload standards established under paragraph IV(B)(1) or paragraph IV(B) be deemed appropriate if they permit caseloads in excess of those permitted under standards established for criminal cases by the National Advisory Commission on Criminal Justice Standards and Goals (Task Force on Courts, 1973) Standard 13.12.

(C) Starting within 6 months of ILS having made the caseload/workload determinations specified above in paragraph IV(B), the State shall take tangible steps to enable providers of Mandated Representation to start adding any staff and resources determined to be necessary to come into compliance with the standards.

(D) Within 21 months of ILS having made the caseload/workload determinations specified above in paragraph IV(B) (which shall be no later than 30 months from the Effective Date) (the "Implementation Date") and continuing thereafter, the State shall ensure that the caseload/workload standards are implemented and adhered to by all providers of Mandated Representation in the Five Counties.
V. INITIATIVES TO IMPROVE THE QUALITY OF INDIGENT DEFENSE

(A) No later than 6 months following the Effective Date, ILS, in consultation with the Five Counties, the providers of Mandated Representation in the Five Counties, and any other individual or entity ILS deems appropriate, shall establish written plans to ensure that attorneys providing Mandated Representation in criminal cases in each of the Five Counties: (1) receive effective supervision and training in criminal defense law and procedure and professional practice standards; (2) have access to and appropriately utilize investigators, interpreters, and expert witnesses on behalf of clients; (3) communicate effectively with their clients (including by conducting in-person interviews of their clients promptly after being assigned) and have access to confidential meeting spaces; (4) have the qualifications and experience necessary to handle the criminal cases assigned to them; and (5) in the case of assigned counsel attorneys, are assigned to cases in accordance with County Law Article 18-B and in a manner that accounts for the attorney's level of experience and caseload/workload. At a minimum, such plans shall provide for specific, targeted progress toward each of the objectives listed in this paragraph V(A), within defined timeframes, and shall also provide for such monitoring and enforcement procedures as are deemed necessary by ILS.

(B) ILS shall thereafter implement the plans developed in accordance with paragraph V(A). To address costs associated with implementing these plans, ILS shall provide funding within each County through its existing program for quality improvement distributions, provided, however, that ILS shall take all necessary and appropriate steps to ensure that any distributions intended for use in accomplishing the objectives listed in paragraph V(A) are used exclusively for that purpose.

(C) In accordance with paragraphs IX(B) and IX(C), respectively, the State shall provide to ILS $2 million in each of state fiscal year 2015/2016 and state fiscal year 2016/2017 for the purposes of accomplishing the objectives set forth in
applicant and any dependent minors within his or her immediate family, or
dependent parent or spouse, should not be considered available for purposes of
determining eligibility; and (6) ownership of an automobile should not be
considered sufficient, standing alone, to deny eligibility where the automobile is
necessary for the applicant to maintain his or her employment. In addition, ILS
shall set forth additional criteria or procedures as needed to address: (7) whether
screening for eligibility should be performed by the primary provider of
Mandated Representation in the county; (8) whether persons who receive public
benefits, cannot post bond, reside in correctional or mental health facilities, or
have incomes below a fixed multiple of federal poverty guidelines should be
deemed presumed eligible and be represented by public defense counsel until that
representation is waived or a determination is made that they are able to afford
private counsel; (9) whether (a) non-liquid assets and (b) income and assets of
family members should be considered available for purposes of determining
eligibility; (10) whether debts and other financial obligations should be
considered in determining eligibility; (11) whether ownership of a home and
ownership of an automobile, other than an automobile necessary for the applicant
to maintain his or her employment, should be considered sufficient, standing
alone, to deny eligibility; and (12) whether there should be a process for appealing
any denial of eligibility and notice of that process should be provided to any
person denied counsel.

ILS shall issue an annual report regarding the criteria and procedures used to
determine whether a person is eligible to receive Mandated Representation in
each of the Five Counties. Such report shall, at a minimum, analyze: (1) the
criteria used to determine whether a person is eligible; (2) who makes such
determinations; (3) what procedures are used to come to such determinations;
(4) whether and to what extent decisions are reconsidered and/or appealed; and
(5) whether and to what extent those criteria and procedures comply with the
criteria and procedures referenced in paragraph VII(A). The first such report shall
(2) The reports concerning counsel at arraignment referenced in paragraph III(D);

(3) The determinations regarding caseload/workload referenced in paragraph IV(B)(1) and any changes proposed or made pursuant to paragraph IV(B);

(4) The plan(s) for quality improvement referenced in paragraph V(A);

(5) The eligibility criteria referenced in paragraph VI(A);

(6) The reports regarding eligibility determinations referenced in paragraph VI(C);

(7) The relevant portions of each Executive Budget submitted during the term of this Agreement.

(B) Provide written reports to Plaintiffs concerning the State’s efforts to carry out its obligations under this Agreement and the results thereof, including, without limitation:

(8) Ensuring counsel at arraignment pursuant to paragraph III(A)(1);

(9) Coordinating with OCA pursuant to paragraph III(B);

(10) Implementing the tracking system referenced in paragraph IV(A);

(11) Implementing the caseload/workload standards referenced in paragraph IV(B) or paragraph IV(E) and ensuring that those caseload/workload standards are adhered to;

(12) Implementing the plans referenced in paragraph V(A).

Within 90 days of the Effective Date, the State and Plaintiffs shall meet and confer in good faith to identify the content and frequency of the specific reports
Section IV; provided, however, that nothing in this provision alters the State's obligation to ensure that caseload/workload standards are implemented and adhered to.

(E) The Executive shall include in an Executive budget appropriation bill submitted to the Legislature for the state fiscal year 2016/2017 sufficient appropriation authority to fund $2 million to ILS for the purposes of implementing paragraph V(C).

(F) The Executive shall use best efforts to seek and secure the funding described in paragraphs IX(B), IX(C), IX(D), and IX(E), as well as any other funding or resources necessary, as determined in the sole discretion of the Executive, to implement the terms of this Agreement including, without limitation, funding and resources sufficient for ILS to carry out its responsibilities under the Agreement. Consistent with the State Constitution and the State Finance Law, this Agreement is subject to legislative appropriation of such funding. The State shall perform its obligations under this Agreement in each fiscal year for the term of the Agreement to the extent of the enacted appropriation therefor.

(G) Except as provided in paragraph XIII(A), nothing herein shall be construed to obligate the Five Counties to provide funding to implement any of the obligations under this Agreement.

X. LEGISLATIVE PROCESS AND OUTCOMES

(A) Upon the Effective Date, this Action shall be conditionally discontinued only as to the parties that execute this Agreement, pending the enactment of the budget for the state fiscal year 2015/2016 and, if required, the completion of the meet-and-confer process described in paragraph X(B) below.

(1) No later than 21 days after the enactment of the 2015/2016 budget, the State shall provide Plaintiffs with written notice stating whether or not the
shall be deemed null and void, and the relevant parties shall be restored to the
same positions in the litigation that they had immediately prior to
October 21, 2014.

(C) (1) State Fiscal Year 2015/2016. If the State, pursuant to paragraph X(B),
notifies Plaintiffs within 90 days of enactment of the 2015/2016 budget that it
cannot fully implement one or more of its obligations under the Agreement,
Plaintiffs may pursue judicial remedies as allowed under paragraph X(B) by
restoring this Action to the trial calendar by serving written notice upon the Court
and the relevant parties that have signed the Agreement within 30 days after
receiving such notice from the State, in which case the relevant parties shall be
restored to the same positions in the litigation that they had immediately prior to
October 21, 2014, with respect to the restored claim(s).

(2) State Fiscal Year 2016/2017 to the Expiration of this Agreement. In
accordance with any notice pursuant to paragraph X(B) with respect to the
2016/2017 state fiscal year or any later state fiscal year through the expiration of
this Agreement, Plaintiffs may pursue judicial remedies as allowed under
paragraph X(B) only by filing a new action for declaratory and prospective
injunctive relief. Nothing in the Stipulation of Discontinuance filed in this Action
is intended to bar or shall have the effect of barring, by virtue of the doctrine of
res judicata or other principles of preclusion, any new action as allowed under
paragraph X(B) or any claims within such action. Neither the State nor any other
defendant shall assert or argue that any such action or claim asserted therein is
barred by virtue of the prior discontinuance of this Action.

(3) Nothing in this paragraph shall be construed to alter the parties' rights under
paragraph XIII(S).
(D) Plaintiffs shall not seek to enforce any provision of this Agreement against any County. No provision of this Agreement shall form the basis of any cause of action by Plaintiffs against any County. In no event shall County action or inaction relieve the State of any of its obligations under this Agreement.

(B) If the State believes that a County is not meeting its obligations under this Agreement, it may seek relief following the same procedures as set out above in paragraphs XI(A), XI(B), and XI(C).

(F) Venue over any disputes concerning enforcement of this Agreement (1) between Plaintiffs and the State, (2) involving all the parties to this Agreement, or (3) between the State and more than one County shall be in a court of competent jurisdiction in Albany County. Venue over any disputes concerning enforcement of this Agreement between the State and a single County shall be in a court of competent jurisdiction in that County.

XII. ATTORNEYS’ FEES AND COSTS

(A) The State agrees to make a payment to Plaintiffs’ counsel, the New York Civil Liberties Union Foundation and Schulte Roth & Zabel LLP, in the aggregate amount of $5.5 million, as follows:

1. The sum of $2.5 million (Two Million Five Hundred Thousand Dollars) for which an I.R.S. Form 1099 shall be issued to the New York Civil Liberties Foundation, and the sum of $3.0 million (Three Million Dollars) for which an I.R.S. Form 1099 shall be issued to Schulte Roth & Zabel LLP in full and complete satisfaction of any claims against the State and the Five Counties for attorneys’ fees, costs, and expenditures incurred by Plaintiffs for any and all counsel who have at any time represented Plaintiffs in the Action through the Effective Date.
the Comptroller's determination.

(D) Upon receipt of and in consideration of the payment of the sums set forth in paragraph XII(A), Plaintiffs shall (1) in the case of a complete discontinuance of this Action pursuant to paragraph XIV(A), waive, release, and forever discharge the State Defendants, including the State of New York, and the Five Counties and each of their respective current and former employees in their individual capacities, and their heirs, executors, administrators, and assigns from any and all claims for attorneys' fees, costs, and expenditures incurred in connection with this Action through the Effective Date; or (2) in the case of a partial discontinuance of this Action pursuant to paragraph XIV(B), waive, release, and forever discharge the State Defendants, including the State of New York, and the Five Counties and each of their respective current and former employees in their individual capacities, and their heirs, executors, administrators, and assigns from any and all claims for attorneys' fees, costs, and expenditures incurred in connection with this Action through the Effective Date, it being specifically understood that, upon such restoration, Plaintiffs shall also be free to seek reimbursement for their attorneys' fees, costs, and expenditures incurred after the Effective Date.

(E) Plaintiffs' counsel agree to maintain their billing records and documents evidencing payment of expenses relating to this Action for the term of this Agreement.

(F) In the event that this Agreement becomes null and void pursuant to paragraph X(B) or Section XVI, then (1) the State shall be under no obligation to make the payments referred to in paragraph XII(A); and (2) Plaintiffs shall be free to seek reimbursement of their full attorneys' fees, costs, and expenditures incurred in connection with this Action (including those incurred both before and after the date of this Agreement).
(E) **Interpretation.** The parties acknowledge that each party has participated in the drafting and preparation of this Agreement; consequently, any ambiguity shall not be construed for or against any party.

(F) **Time Periods.** If any of the dates or periods of time described in this Agreement fall or end on a public holiday or on a weekend, the date or period of time shall be extended to the next business day. A “day” shall mean a calendar day unless otherwise specifically noted.

(G) **Notice.**

(1) All notices required under or contemplated by this Agreement shall be sent by U.S. mail and electronic mail as follows (or to such other address as the recipient named below shall specify by notice in writing hereunder):

<table>
<thead>
<tr>
<th>If to the State Defendants:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adrienne Korwin</td>
<td>Seth H. Agata</td>
</tr>
<tr>
<td>Assistant Attorney General</td>
<td>Acting Counsel to the Governor</td>
</tr>
<tr>
<td>The Capitol</td>
<td>New York State Capitol Building</td>
</tr>
<tr>
<td>Albany, New York 12224</td>
<td>Albany, New York 12224</td>
</tr>
<tr>
<td><a href="mailto:Adrienne.Korwin@ag.ny.gov">Adrienne.Korwin@ag.ny.gov</a></td>
<td><a href="mailto:Seth.Agata@exec.ny.gov">Seth.Agata@exec.ny.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If to Plaintiffs:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Corey Stoughton</td>
<td>Kristie M. Blase</td>
</tr>
<tr>
<td>New York Civil Liberties Union Foundation</td>
<td>Schulte Roth &amp; Zabel LLP</td>
</tr>
<tr>
<td>125 Broad Street</td>
<td>919 Third Avenue</td>
</tr>
<tr>
<td>New York, New York 10004</td>
<td>New York, New York 10022</td>
</tr>
<tr>
<td><a href="mailto:cstoughton@nyolu.org">cstoughton@nyolu.org</a></td>
<td><a href="mailto:kristie.blase@arz.com">kristie.blase@arz.com</a></td>
</tr>
</tbody>
</table>
If to Washington County:
William A. Scott
Fitzgerald Morris Baker Firth P.C.
16 Pearl Street
Glens Falls, New York 12801
WAS@fmbf-law.com

If to ILS:
Joseph Wierschem
Counsel
Office of Indigent Legal Services
Alfred E. Smith Building, 29th Floor
80 South Swan Street
Albany, New York 12224
Joseph.Wierschem@ils.ny.gov

(2) Any Escalation Notice shall be sent as follows:

<table>
<thead>
<tr>
<th>If to the State Defendants:</th>
<th>Seth H. Agata</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meg Levine</td>
<td>Acting Counsel to the Governor</td>
</tr>
<tr>
<td>Deputy Attorney General</td>
<td>New York State Capitol Building</td>
</tr>
<tr>
<td>Division of State Counsel</td>
<td>Albany, New York 12224</td>
</tr>
<tr>
<td>Office of the Attorney General</td>
<td><a href="mailto:Seth.Agata@exec.ny.gov">Seth.Agata@exec.ny.gov</a></td>
</tr>
<tr>
<td>The Capitol</td>
<td></td>
</tr>
<tr>
<td>Albany, New York 12224</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Meg.Levine@ag.ny.gov">Meg.Levine@ag.ny.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

(3) Each party shall provide notice to the other parties of any change in the individuals or addresses listed above within thirty (30) days of such change, and the new information so provided will replace the notice listed herein for such party.

(H) **No Admission.** Nothing in this Agreement shall be construed as an admission of law or fact or acknowledgement of liability, wrongdoing, or violation of law by the State or any Ratifying County regarding any of the allegations contained in the Second Amended Complaint in this Action, or as an admission or
(M) **Ineffectiveness Claims Unimpaired.** Nothing in this Agreement is intended to, or shall be construed to, impair, curtail, or operate as a waiver of the rights of any current or former member of the Plaintiff Class with respect to such member’s individual criminal case, including, without limitation, any claim based on ineffective assistance of counsel.

(N) **Confidential Information Relating to Plaintiff Class Members.** The parties acknowledge that privileged and confidential information of Plaintiff Class members, including documents and deposition testimony designated as confidential, information protected by the attorney-client privilege and/or work product doctrine, and documents revealing individuals’ social security numbers, private telephone numbers, financial information, and other private and sensitive personal information, was disclosed and obtained during the pendency of this Action. None of the State Defendants or the Five Counties shall use or disclose to any person such documents or information except as required by law. If any of the State Defendants or the Five Counties receives a subpoena, investigative demand, formal or informal request, or other judicial, administrative, or legal process (a “Subpoena”) requesting such confidential information, that party shall (1) give notice and provide a copy of the request to Plaintiffs as soon as practicable after receipt and in any case prior to any disclosure; (2) reasonably cooperate in any effort by Plaintiffs to move to quash, move for protective order, narrow the scope of, or otherwise obtain relief with respect to the Subpoena; and (3) refrain from disclosing any privileged or confidential information before Plaintiffs’ efforts to obtain relief have been exhausted.

(O) **Binding Effect on Successors.** The terms and conditions of this Agreement, and the commitments and obligations of the parties, shall inure to the benefit of, and be binding upon, the successors and assigns of each party.
XIV. **DISCONTINUANCE WITH PREJUDICE**

(A) Without delay after the State provides the notice specified by paragraph X(A)(2), a Stipulation and Order of Discontinuance substantially in the form attached hereto as Exhibit B, shall be executed by counsel for Plaintiffs, the State Defendants, and the relevant Ratifying Counties, and filed with the Court. Nothing in the Stipulation and Order of Discontinuance so filed is intended to bar or shall have the effect of barring, including by virtue of the doctrine of res judicata or other principles of preclusion, a new action, as permitted by paragraph X(C)(2), or any claims within that action. Nor shall anything in the Stipulation and Order of Discontinuance prevent any party from enforcing this Agreement.

(B) In the event that the Action is partially restored pursuant to paragraph X(C)(1), without delay after Plaintiffs provide notice as required by paragraph X(C)(1), the relevant parties shall confer and draft a stipulation of discontinuance that discontinues with prejudice all claims that are not restored pursuant to paragraph X(C)(1). Such stipulation shall be executed by counsel for Plaintiffs, the State Defendants, and the relevant Ratifying Counties, as appropriate, and filed with the Court. Nothing in such stipulation is intended to bar or shall have the effect of barring, including by virtue of the doctrine of res judicata or other principles of preclusion, a new action, as permitted by paragraph X(C)(2), or any claims within that action. Nor shall anything in such stipulation prevent any party from enforcing this Agreement.

XV. **COUNTY APPROVAL**

This Agreement shall not be binding on any County unless and until the required legislative approval in that County has been obtained and the Agreement has been signed on behalf of the County (in which case, a County may be referred to as a "Ratifying County"). In the event that any County’s legislature does not approve this Agreement (a "Non-Ratifying County") and, as a result, one or more of the Counties does not become a party to this Agreement, the Agreement...
Attorneys for Plaintiffs

SCHULTZ ROTH & ZABEL LLP

By:

By:

Attorneys for Defendant New York State and
Governor Andrew M. Cuomo

For Defendant Governor Andrew M. Cuomo

By:

By:

Dated: 10/21/2014

Dated: 10/21/2014

Dated: 10/21/2014

Dated: 10/21/2014

Dated: 10/21/2014

New York State Office of Indigent Legal Services

WILLIAM LEAHY,
Director

William J. Leahy

Doc ID: 210255591
Attorneys for Defendant Onondaga County
GORDON J. CUFFY, County Attorney

Dated: ________________

For Defendant Washington County
JAMES T. LINDSAY,
Chairman of the Board of Supervisors

Dated: ________________

Attorneys for Schuyler County
GEOFFREY ROSSI, County Attorney

Dated: ________________

So Ordered.

Dated: ________________

EXECUTION COPY

Attorneys for Defendant Suffolk County
DENNIS M. BROWN, County Attorney

Dated: 11/29/2019

Attorneys for Ontario County
JOHN PARK, County Attorney

By: ____________________

MICHAEL REINHARDT

Dated: ________________

HON. GERALD W. CONNOLLY
Attorneys for Defendant Onondaga County
GORDON J. CUFFY, County Attorney

Dated: ____________________

For Defendant Washington County
JAMES T. LINDSAY,
Chairman of the Board of Supervisors

Dated: ____________________

Attorneys for Schuyler County
GEOFFREY ROSSI, County Attorney

Dated: ____________________

So Ordered.

Dated: ____________________

EXECUTION COPY

Attorneys for Defendant Suffolk County
DENNIS M. BROWN, County Attorney

Dated: ____________________

Attorneys for Ontario County
JOHN PARK, County Attorney

By: ____________________
SIGNED
Dated: 11/9/15

HON. GERALD W. CONNOLLY
EXHIBIT A
EXHIBIT B
STIPULATION AND ORDER OF SETTLEMENT
EXHIBIT B

Dated: ____________________

NEW YORK CIVIL LIBERTIES UNION
Attorneys for Plaintiffs

By: _______________________
COREY STOUGHTON
125 Broad St., 19th Floor
New York, New York 10004

Dated: ____________________

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York
Attorney for Defendants State of New York
and Governor Andrew M. Cuomo

By: _______________________
ADRIENNE J. KERWIN
The Capitol
Albany, New York 12224

Dated: ____________________

FITZGERALD, MORRIS BAKER FIRTH P.C.
Attorneys for Defendant Washington County

By: _______________________
WILLIAM A. SCOTT
16 Pearl Street
P.O. Box 2017
Glens Falls, New York 12801

Dated: ____________________

SCHULTE ROTH & ZABEL LLP
Attorneys for Plaintiffs

By: _______________________
KRISTIE M. BLASE
919 Third Avenue
New York, New York 10022

Dated: ____________________

GORDON J. CUFFY, ESQ.
Attorney for Defendant Onondaga County

By: _______________________
CAROL RHINEHART
421 Montgomery Street
10th Floor
Syracuse, New York 13202

Dated: ____________________

DENNIS M. BROWN, ESQ.
Attorney for Defendant Suffolk County

By: _______________________
LEONARD KAPSALIS
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099
EXHIBIT C
developing the caseload/workload standards contemplated by Paragraph IV(B) of the Stipulation and Order of Settlement; and

WHEREAS, ILS is currently in the process of retaining the third-party expert and therefore ILS and the State Defendants seek additional time to comply with the deadline provided in Paragraph IV(B); and

WHEREAS, the State Defendants are not seeking to extend the date found in Paragraph IV(D), by which the caseload/workload standards are fully implemented and adhered to by all providers of Mandated Representation in the Five Counties, nor the date found in Paragraph IV(C), by which the State shall take tangible steps to enable providers of Mandated Representation to start adding any staff and resources necessary to come into compliance with those standards; and

WHEREAS, the State Defendants seek additional time for ILS to release the draft and final criteria and procedures to guide courts in counties outside of New York City in determining whether a person is eligible for Mandated Representation and therefore seek to extend the dates found in Paragraph VI(A), as amended;

The parties to the Stipulation and Order of Settlement in the above-captioned action agree to amend it as follows:

IV. CASELOAD RELIEF

***

(B) (1) No later than December 1, 2016, Within 9 months of the Effective Date, ILS, in consultation with the Executive, OCA, the Five Counties, and any other persons or entities ILS deems appropriate, shall determine:

(i) the appropriate numerical caseload/workload standards for each provider of mandated representation, whether public defender, legal aid society, assigned counsel program, or conflict defender, in each County, for representation in both trial- and appellate-level cases; (ii) the means by
VI. ELIGIBILITY STANDARDS FOR REPRESENTATION

(A) ILS shall, no later than November 12, December 11, 2015, provide to the parties proposed criteria and procedures to guide courts in counties outside of New York City in determining whether a person is eligible for Mandated Representation. No later than January 11, 2016, the parties shall submit any comments on said proposed criteria and procedures to ILS. Final criteria and procedures shall be issued by ILS no later than February 12, 2016. ILS may consult with OCA to develop and distribute such criteria and procedures. ILS shall be responsible for ensuring the distribution of such criteria and procedures to, at a minimum, every court in counties outside of New York City that makes determinations of eligibility (and may request OCA’s assistance in doing so) and every provider of mandated representation in the Five Counties. The Five Counties shall undertake best efforts to implement such criteria and procedures as developed by ILS. Nothing in this paragraph otherwise obligates the Five Counties to develop such criteria and procedures. No later than November 27, 2015, the parties shall submit any comments on said proposed criteria and procedures to ILS. Final criteria and procedures shall be issued by ILS no later than December 14, 2015.

The remainder of the Stipulation and Order of Settlement approved by the Court on March 11, 2015, as previously amended, remains in full force and effect.

Pursuant to Paragraph XIII(B) of the Stipulation and Order of Settlement, a copy of this Amendment is being provided to the County defendants, whose consent to the foregoing will be deemed to exist absent the receipt by the State Defendants and counsel for the Plaintiffs of any written objections within ten days.

Remainder of Page Left Intentionally Empty
Signature Page Follows
<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>(4) County Court Attorney Promotions</td>
<td>$20,000.00</td>
<td>$20,600.00</td>
<td>$21,218.00</td>
</tr>
<tr>
<td>(5) Felony Part-1 (FP-1) Attorney Promotions</td>
<td>$25,000.00</td>
<td>$25,750.00</td>
<td>$26,522.50</td>
</tr>
<tr>
<td>FP-1 Bureau Chief Promotion</td>
<td>$6,000.00</td>
<td>$6,180.00</td>
<td>$6,365.40</td>
</tr>
<tr>
<td>FP-1 Deputy Bureau Chief Promotion</td>
<td>$3,000.00</td>
<td>$3,090.00</td>
<td>$3,182.70</td>
</tr>
<tr>
<td>(2) County Court Senior Attorney Promotions</td>
<td>$12,000.00</td>
<td>$12,360.00</td>
<td>$12,730.80</td>
</tr>
<tr>
<td>Supplemental Retention Fund</td>
<td>$40,150.00</td>
<td>$46,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td><strong>Subtotal Legal Aid Society Promotion Salary Increases</strong></td>
<td><strong>$301,700.00</strong></td>
<td><strong>$315,396.50</strong></td>
<td><strong>$327,478.36</strong></td>
</tr>
<tr>
<td>Fringe Benefits:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Promotional Increases/Supplemental Retention</td>
<td>$49,298.00</td>
<td>$51,536.00</td>
<td>$53,433.29</td>
</tr>
<tr>
<td><strong>Subtotal Legal Aid Society Promotion Salary and Fringe Benefit Increases</strong></td>
<td><strong>$350,998.00</strong></td>
<td><strong>$366,932.50</strong></td>
<td><strong>$380,911.65</strong></td>
</tr>
</tbody>
</table>

**LEGAL AID SOCIETY OTPS for Positions:**
- Office Supplies/Phones/Legal and Online Research Materials - See Work Plan for additional items: $584,200.00
- Malpractice Insurance/Professional Liability Insurance: $48,800.00
- Unemployment Insurance Contingency Fund: $85,854.00
- Travel/Mileage - See Work Plan for additional items: $25,000.00
- Accounting/Actuarial/Auditing Fees/Outside Professional Service Fees: $23,453.34
- Moving Costs for 20 at Riverhead Office @ $10,000 per employee: $200,000.00
- Central Islip Office Space - Continuation of 2,400/2,500 sq. ft. additional space: $0.00
- Riverhead Office Space - Lease/Security and Utilities: $333,486.02
- Riverhead Office Space - Build Out: $75,000.00
- Central Islip Office Space - Lease/Security and Utilities: $380,560.00
- Central Islip Office Space - Build Out: $150,000.00

**Subtotal Legal Aid Society OTPS**: $1,906,083.36

**LEGAL AID SOCIETY Grand Total**: $7,902,427.36

**ASSIGNED COUNSEL PROGRAM PERSONNEL**:
- Investigator (FT) - salary: $64,000.00
- Spanish Interpreter (FT) - salary: $60,000.00
- Social Worker (FT) - salary: $54,000.00
- Interpreter (FT) - salary: $50,000.00
- Paralegal/18-8 Coordinator (FT) - salary: $50,000.00
- Office Financial Assistant (FT) - salary: $60,000.00

**Frige Benefit**: Fringe Benefit rate @ 38% for 6 positions
- $136,040.00

**Subtotal Assigned Counsel Program Personnel**: $494,040.00

**ASSIGNED COUNSEL PROGRAM CONTRACTED/CONSULTANTS**:
- Sentencing advocacy/mitigation services with Consulting Project @ approximately $2,250/case: $100,000.00
- Experts/Consultants/Investigators - (Experts @ $100/hr. - $500/hr. and other professionals @ $40/hr. - $100/hr.): $88,767.00
- Consulting Attorney (Not-for-Profit) expertise in corporate/tax matters @ $350/hr. (Yr. 1: 120 hours, Yr. 2: 100 hours, Yr. 3: 80 hours): $42,000.00
- (2) (FT) Quality Control Attorneys @ $50,000 each: $100,000.00

**Subtotal**: $508,861.20

**TOTAL**: $524,127.04
HURRELL-HARRING CASELOAD RELIEF (3 YEARS)
OFFICE OF INDIGENT LEGAL SERVICES
June 1, 2017 – May 31, 2020
COUNTY OF SUFFOLK

LEGAL AID SOCIETY

Task #1

Provide funding for salary and three percent increase per year for (5) Senior Attorneys, (18) Entry Level Attorneys, Supervisor Social Worker, Entry Level Social Worker, (6) Data Entry Staff, (2) Entry Level Investigators, Supervising/Training Investigator, IT Director, Legal Training Director, Accountant Assistant, (5) Paralegals, (5) Entry Level Staff Attorneys hired to replace five attorneys who were promoted to the County Court and East End Bureaus, (17) Entry Level Staff Attorneys hired to facilitate redeployment of staff from District Court to bureaus/units that handle LAS felony caseload, (2) Criminal Immigration Attorneys, Spanish Interpreter, (5) Staff Support/Administrative Assistants, Administrative Assistant positions in order to improve client access and reduce caseloads.

Performance Measure:

- Number of individuals who received legal representation as a result of the addition of these positions

Task #2

Provide funding promotions of salary and three percent increase per year for Chief Operating Legal Officer, Trial Director, Legal Director, Outreach Director, (2) Bureau Chiefs, (4) Assistant Bureau Chiefs, Senior Social Worker, (4) Support Staff Supervisors, (3) Attorney Supervisors, (4) Mentor/Senior Attorneys, promoting a District Court Attorney to provide representation on felony cases in the East End Bureau, promoting (4) district court attorneys as County Court Attorneys to provide representation on felony cases in County Court, (5) Felony Part-1 (“FP-1”) Attorneys, FP-1 Bureau Chief, FP-1 Deputy Bureau Chief, (2) County Court Senior Attorney positions.

Performance Measure:

- Maintain a competitive work environment to be able to attract and retain qualified staff
Task #6

Provide funding for Malpractice Insurance and Professional Liability Insurance.

Performance Measure:

- Business Owner’s Policy (BOP) combines business property and business liability insurance into one convenient policy

Task #7

Provide funding for an Unemployment Insurance Contingency Fund for the new positions if not continued.

Performance Measure:

- LAS will assume the responsibility of paying unemployment insurance for the new hires that are let go

Task #8

Provide funding of travel expenses/mileage for attorneys to see incarcerated clients, travel to courts, conferences/meetings, CLE Trainings and trainings sponsored by other criminal defense organizations.

Performance Measure:

- Impact of case outcomes as a result of travel

Task #9

Provide funding for accounting, auditing, actuarial, and outside professional service fees associated with new staff.

Performance Measure:

- Funding will help LAS off-set the additional fees for services to billed to LAS on an increased basis with new staff

Task #10

Provide funding for moving costs for 20 employees to move to the Riverhead Office at $10,000.00 per employee.

Performance Measure:

- Expenses incurred for moving business-related items; basic costs of loading, transporting, and unloading
- Costs include, but not limited to, new furniture, computers, phones, supplies, etc.
Performance Measure:

- Experts to be paid between $100/hour to $500/hour and other professionals to be paid between $40/hour and $100/hour
- Impact on outcome of cases in which expert or investigative services were utilized

Task #4

Provide funds for an attorney “mentoring” program bolster training, support, and supervision of newer, less experienced panel attorneys and client services from more experienced attorneys voucher payments.

Performance Measure:

- “Mentoring” is a means of supporting, supervising, and training newer panel attorneys
- Increased opportunities for less experienced attorneys to have meaningful access to more experienced attorneys
- Funding will allow a rate of $200/hour; Year 1: up to 250 hours of mentoring, Year 2: up to 100 hours of mentoring, Year 3: up to 80 hours of mentoring

Task #5

Provide funds to contract with a corporate not-for-profit consulting attorney because ACDP is becoming a 501(c)(3) not-for-profit company and ACDP requires the guidance of a consulting attorney with expertise in corporate and tax matters.

Performance Measure:

- Funding will allow a rate of $350/hour; Year 1: up to 120 hours of consulting, Year 2: up to 100 hours of consulting, Year 3: up to 80 hours of consulting

Task #6

Provide funds to contract with two (2) part-time Quality Control Attorneys to be responsible for directly observing and training panel attorneys.

Performance Measure:

- Maintain a competitive work environment with ability to attract and retain qualified staff

Task #7

Provide funds for in-house trainings and scholarships for panel attorneys, CLE trainings, and trainings sponsored by other criminal defense organizations.

Performance Measure:
ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

HURRELL-HARRING CASELOAD RELIEF (3 YEARS)

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 Language:

1. The State Agency will make an advance payment to the 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. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Q1</th>
<th>Amount: TBD</th>
<th>Due Date: 10/01/17*</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Period: Y2 Q3</td>
<td>Amount: TBD</td>
<td>Due Date: 04/15/19</td>
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<tr>
<td>Period: Y3 Q4</td>
<td>Amount: TBD</td>
<td>Due Date: 07/15/20</td>
<td></td>
</tr>
</tbody>
</table>

* The first scheduled advanced payment will be made on the scheduled date, or, when the Office of Indigent Legal Services receives a copy of the contract that has been approved by, and filed with, the New York State Attorney General Approval Unit and the Office of the State Comptroller.

3. Advance payment amounts will be adjusted per the reconciliation process described in Section I(B) of Attachment D of the Master Contract.

B. Payment Reconciliation

Contract Number: CHCR104
Page 1 of 5, Attachment D – Payment and Reporting Schedule
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.

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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.
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.

<table>
<thead>
<tr>
<th>Submitting Department</th>
<th>Department Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Attorney’s Office</td>
<td>Jessica R. Hogan</td>
</tr>
<tr>
<td>Suffolk County Executive Budget Office</td>
<td>Beth Reynolds</td>
</tr>
<tr>
<td>10th Floor HL Dennison Building</td>
<td>853-4716</td>
</tr>
</tbody>
</table>

Suggestion Involves:

- [ ] Technical Amendment
- [X] Grant Award
- [ ] Other

[ ] New Program
[ ] Contract (New Rev. )

Accept and appropriate 100% Grant funding from the New York State Office of Indigent Legal (ILS) pursuant to ILS Hurrell-Harring Caseload Relief CHCR104 (the “Grant”). Grant funding is a pass through to the Legal Aid Society of Suffolk County and the Suffolk County Assigned Counsel Defender Plan in order to improve the quality of indigent legal services provided under Article 18-B of the County Law.

SCIN FORM NO. 175a (1/97) Prior editions of this form are obsolete.
RESOLUTION NO. -2017, ACCEPTING AND APPROPRIATING
A GRANT IN THE AMOUNT OF $2,106,258 FROM THE NEW
YORK STATE OFFICE OF INDIGENT LEGAL SERVICES, TO
IMPROVE THE QUALITY OF SERVICES PROVIDED UNDER
ARTICLE 18-B OF THE COUNTY LAW WITH 100% SUPPORT

WHEREAS, the State of New York Office of Indigent Legal Services ("ILS") has
made $2,106,258 of grant funds available to Suffolk County pursuant to ILS "Distribution No. 7"
State Grant Contract No. C700047 (the "Grant") in order to improve the quality of indigent legal
services provided under Article 18-B of the County Law; and

WHEREAS, such funds are for the Legal Aid Society of Suffolk County, the
Suffolk County Assigned Counsel Defender Plan, and the Suffolk County Department of Law for
use in furtherance of the provision of indigent legal defense services; and

WHEREAS, subject to any extensions approved by the County and the State, the
operational period of the Grant will be in effect for a term of three-years, from January 1, 2017
through December 31, 2019; and

WHEREAS, said Grant funds total $2,106,258, with $1,363,258 awarded to the
Legal Aid Society over the three year period of the Grant, $437,607 to the Assigned Counsel
Defender Plan over the three year period of the Grant, and $305,393 to the Suffolk County
Department of Law over the three year period of the Grant; and

WHEREAS, said Grant funds have not been included in the 2017 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:

<table>
<thead>
<tr>
<th>REVENUES:</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>003-1128-3215</td>
<td>State Aid- Indigent Legal Services 1,363,258</td>
</tr>
<tr>
<td>003-1129-3215</td>
<td>State Aid- Indigent Legal Services $ 743,000</td>
</tr>
</tbody>
</table>
ORGANIZATIONS:

ILSF Grant 2017-2019 Distribution No. 7

003-LAS-1128

4000 - Contractual Expenses  $1,363,258
4770 - Special Services       $1,363,258

ILSF Grant 2017-2019 Distribution No. 7

003-LAW-1129

1000 - Personnel Services $305,393
1110 - Salaries            $305,393

4000 - Contractual Expenses $437,607
4770 - Special Services    $437,607

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute the Grant 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 with the State of New York; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(C)(20), (21) and (27) of the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environment 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:
<table>
<thead>
<tr>
<th>1. Type of Legislation</th>
<th>Resolution X</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Title of Proposed Legislation</td>
<td>RESOLUTION NO. 2017, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $2,106,258 FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES, TO IMPROVE THE QUALITY OF SERVICES PROVIDED UNDER ARTICLE 18-B OF THE COUNTY LAW WITH 100% SUPPORT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Purpose of Proposed Legislation</td>
<td>See 2. above</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Will the Proposed Legislation Have a Fiscal Impact?</td>
<td>Yes X No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. If the answer to item 4 is &quot;yes&quot;, on what will it impact? (circle appropriate category)</td>
<td>County</td>
<td>Town</td>
<td>Economic Impact</td>
</tr>
<tr>
<td></td>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td></td>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
<tr>
<td>6. If the answer to item 5 is &quot;yes&quot;, Provide Detailed Explanation of Impact</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. Grant Funding in the amount of $2,106,258 over a three year period from 1/1/17 thru 12/31/19.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Proposed Source of Funding</td>
<td>State Grant Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Timing of Impact</td>
<td>Upon adoption of the resolution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Typed Name &amp; Title of Preparer</td>
<td>Jacqueline Whist, Sr. Budget Analyst</td>
<td>11. Signature of Preparer</td>
<td></td>
</tr>
<tr>
<td>12. Date</td>
<td>12/3/17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCIN FORM 175b (10/95)
STATE AGENCY (Name & Address):
NYS Office of Indigent Legal Services
A. E. Smith Building, 11th Floor
80 South Swan Street
Albany, NY 12210

BUSINESS UNIT/DEPT. ID: OLS01
1350200

CONTRACT NUMBER: C700047

CONTRACT TYPE:
- Multi-Year Agreement
- Simplified Renewal Agreement
- Fixed Term Agreement

TRANSACTION TYPE:
- New
- Renewal
- Amendment

PROJECT NAME:
Distribution #7

CONTRACTOR SFS PAYEE NAME:
Suffolk, County of

CONTRACTOR IDENTIFICATION NUMBERS:
NYS Vendor ID Number: 100000809
Federal Tax ID Number: 11-600464
DUNS Number (if applicable):

AGENCY IDENTIFIER:

CONTRACTOR PRIMARY MAILING ADDRESS:
County of Suffolk
Suffolk County Dept. of Law
100 Veterans Memorial Highway, 6th Floor
PO Box 6100
Hauppauge, NY 11788

CONTRACTOR Mailing ADDRESS:
- Check if same as primary mailing address

Suffolk County Treasurer
330 Center Drive
Riverhead, NY 11901

CONTRACTOR STATUS:
- For Profit
- Municipality, Code: 47010000000
- Tribal Nation
- Individual
- Not-for-Profit

Charities Registration Number:

Exemption Status/Code:
- Sectarian Entity
IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

By: ____________________________
   Printed Name
Title: __________________________
Date: __________________________

STATE AGENCY:

By: ____________________________
   William J. Leahy
   Printed Name
Title: Director – Office of Indigent Legal Services
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 _______________________, 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

By: ____________________________
   Printed Name
Title: __________________________
Date: __________________________

STATE COMPTROLLER’S SIGNATURE

By: ____________________________
   Printed Name
Title: __________________________
Date: __________________________
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).

Contract Number: # C700047
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.
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.
(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
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).
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**: 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.

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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.

Contract Number: # C700047
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) **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:
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).
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 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.
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
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
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
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 B-1

**BUDGET**

Office of Indigent Legal Services  
**DISTRIBUTION #7**  
January 1, 2017 - December 31, 2019

**COUNTY OF SUFFOLK**

Total Contract Amount: $2,106,258.00

<table>
<thead>
<tr>
<th>Budget Expenditure Item</th>
<th>Year 1 (1/1/17 - 12/31/17)</th>
<th>Year 2 (1/1/18 - 12/31/18)</th>
<th>Year 3 (1/1/19 - 12/31/19)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LEGAL AID SOCIETY OF SUFFOLK COUNTY, INC. PERSONNEL:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-- Parity in Salaries</td>
<td>$231,379.00</td>
<td>$231,379.00</td>
<td>$231,379.00</td>
</tr>
<tr>
<td><strong>Fringe Benefits:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits @ 16%</td>
<td>$37,021.00</td>
<td>$37,021.00</td>
<td>$37,021.00</td>
</tr>
<tr>
<td>Parity for Health Insurance</td>
<td>$189,019.33</td>
<td>$186,019.33</td>
<td>$183,019.34</td>
</tr>
<tr>
<td><strong>Legal Aid Society - Subtotal Personnel</strong></td>
<td>$457,419.33</td>
<td>$454,419.33</td>
<td>$451,419.34</td>
</tr>
<tr>
<td>Legal Aid Society 3-Year Total</td>
<td></td>
<td></td>
<td>$1,363,258.00</td>
</tr>
</tbody>
</table>

**ASSIGNED COUNSEL DEFENDER PLAN PERSONNEL:**

| Receptionist (FT) - Salary | $35,360.00 | $35,360.00 | $35,360.00 |
| Receptionist (FT) - Fringe Benefits @ 38% | | | |
| (PT) Technical Support Clerk | $10,000.00 | $10,000.00 | $10,000.00 |
| **Assigned Counsel Defender Plan - Subtotal Personnel** | $58,797.00 | $58,797.00 | $58,797.00 |

**ASSIGNED COUNSEL DEFENDER PLAN OTPS:**

| Electronic Voucher/Maintenance/License Fees | $35,000.00 | $35,000.00 | $35,000.00 |
| Office Supplies/Office Furniture/Equipment/Insurance/Legal Research Materials | $2,072.00 | $2,072.00 | $2,072.00 |
| **Assigned Counsel Defender Plan - Subtotal OTPS** | $37,072.00 | $37,072.00 | $37,072.00 |

**Assigned County Defender Plan TOTAL** | $145,869.00 | $145,869.00 | $145,869.00 |
ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

DISTRIBUTION #7

JANUARY 1, 2017 – DECEMBER 31, 2019

COUNTY OF SUFFOLK

Goal: To improve the quality of services provided under Article 18-B of the County Law.

LEGAL AID SOCIETY

Task #1

Provide parity funding of salaries for employees of the Legal Aid Society to achieve parity with the offices of prosecuting attorneys.

Performance Measure:

- Greater ability to retain skilled attorneys, investigators, and clerical workers
- Enables discretion in the use of funds as a “management tool” for the Legal Aid Society to encourage improvement in performance and assure retention of high quality employees

Program Location:

- Legal Aid Society of Suffolk County, Suffolk County

Task #2

Provide parity funding for healthcare insurance benefits for employees of the Legal Aid Society to achieve parity in the cost of healthcare with the offices of prosecuting attorneys.

Performance Measure:

- Number of Legal Aid employees to benefit from a reduction in medical premium contributions
- Assures improvement in the quality of representation by allowing a better benefit package for new and existing hires
Task #3

Provide funding to contract with an interpreter for Family Court and assist 18-B panel attorneys in the communication with indigent clients and provide attorneys with critical information to serve as the basis for the appropriate course of action in the representation of clients.

Performance Measure:

- Number of cases in which professional services of an interpreter were utilized
- Impact on outcome of cases in which interpreter services were utilized

Program Location:

- Assigned Counsel Defender Plan, Suffolk County

Task #4

Provide funding to maintain an electronic voucher system for 18-B work in Criminal and Family Courts to improve and streamline the receipt, processing and tracking of vouchers. The electronic voucher system will also complement the Case Management System (provided with funding from ILS Upstate Quality Improvement and Caseload Reduction grant) by creating a cohesive electronic tracking, monitoring, reporting and budgeting system.

Performance Measure:

- Increased efficiency in preparing and submitting compensation claims
- Increase in productivity due to enhanced technology
- Better utilization of new technologies and existing resources to more efficiently handle increasing caseload

Program Location:

- Assigned Counsel Defender Plan, Suffolk County

Task #5

Provide funding for incidental and operational expenses associated with indigent defense services (e.g., office supplies, office furniture, equipment, insurance, and legal research materials, etc.).

Performance Measure:

- For staff to utilize office supplies/furniture/equipment items for efficient and effective performance for indigent clients
ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE
DISTRIBUTION #7 GRANT

I. PAYMENT PROVISIONS

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

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

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ______ percent (%) of the annual budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be no later than ____ days from the beginning of the budget period.

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

<table>
<thead>
<tr>
<th>Period</th>
<th>Amount</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.
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.
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.

<table>
<thead>
<tr>
<th>Submitting Department</th>
<th>Department Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Attorney’s Office</td>
<td>Jessica H. Hogan</td>
</tr>
<tr>
<td></td>
<td>631-853-5650</td>
</tr>
<tr>
<td>Suffolk County Executive Budget Office</td>
<td>Beth Reynolds</td>
</tr>
<tr>
<td>10th Floor HL Dennison Building</td>
<td>853-4716</td>
</tr>
</tbody>
</table>

Suggestion Involves:

<table>
<thead>
<tr>
<th></th>
<th>Technical Amendment</th>
<th>New Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Grant Award</td>
<td>Contract (New Rev.)</td>
</tr>
<tr>
<td></td>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

Accept and appropriate 100% Grant funding from the New York State Office of Indigent Legal (ILS) pursuant to ILS Distribution No. 7 C700047 (the “Grant”). Grant funding is a pass through to the Legal Aid Society of Suffolk County, the Suffolk County Assigned Counsel Defender Plan and the Suffolk County Department of Law in order to improve the quality of indigent legal services provided under Article 18-B of the County Law.

SCIN FORM NO. 175a (1/97) Prior editions of this form are obsolete.
BOND RESOLUTION NO. -2017

RESOLUTION AMENDING AND RESTATING BOND RESOLUTION NO. 995-2017, ADOPTED ON NOVEMBER 11, 2017, RELATING TO THE AUTHORIZATION OF THE ISSUANCE OF ISSUANCE OF $500,000 IN BONDS TO FINANCE THE COST OF IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 9 - COLLEGE PARK (CP 8163.310)

Recitals

WHEREAS, pursuant to Resolution No. 994-2017 adopted on November 11, 2017, the County Legislature appropriated $500,000 to finance the cost of improvements at the Suffolk County Sewer District No. 9 – College Park, consisting of improvements to the wastewater treatment facility, including construction of a building extension to house an effluent filtration system and recharge pool rehabilitation; and

WHEREAS, Bond Resolution No. 995-2017 adopted on November 11, 2017, the County Legislature approved the issuance of $500,000 in bonds of the County to finance the cost of improvements at the Suffolk County Sewer District No. 9 – College Park, consisting of improvements to the wastewater treatment facility, including construction of a building extension to house an effluent filtration system and recharge pool rehabilitation; and

WHEREAS, pursuant to a resolution adopted on December 19, 2017, the County Legislature amended the plan of finance to include previously authorized bonds thereby increasing the total estimated cost of the project from $500,000 to $2,350,000; and

WHEREAS, accordingly a corresponding amendment to Bond Resolution 995-2017 is necessary to properly reflect the plan of finance.

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said County Legislature) to amend and restate in its entirety Bond Resolution No. 995-2017 to read as follows:

BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW YORK AUTHORIZING THE ISSUANCE OF $500,000 BONDS TO FINANCE THE COST OF IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 9 - COLLEGE PARK (CP 8163.310)

Section 1. The County of Suffolk, New York (herein called the "County"), is hereby authorized to issue bonds in the principal amount of $500,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), the Suffolk County Charter and other applicable laws, to finance improvements to the Suffolk County Sewer District No. 9 – College Park, consisting of
improvements to the wastewater treatment facility, including construction of a building extension to house an effluent filtration system and recharge pool rehabilitation, as authorized in the 2017 Capital Budget and Program, as amended. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is $2,350,000. The plan of financing includes the issuance of (a) the issuance of $500,000 in bonds or bond anticipation notes authorized by Bond Resolution No. 1512-2006; (b) the transfer of $50,000 from the Assessment Stabilization Fund pursuant to Resolution 1511-2006, (c) the issuance of $200,000 in bonds or bond anticipation notes authorized pursuant to Bond Resolution No. 919-2010, (d) the transfer of $50,000 from the Assessment Stabilization Fund pursuant to Resolution No. 602-2012, (e) the issuance of $550,000 in bonds or bond anticipation notes authorized pursuant to Bond Resolution No. 602-2013, (f) the transfer of $500,000 from the Assessment Stabilization Fund pursuant to Resolution No. 1193-2014, (g) the issuance of $500,000 in bonds or bond anticipation notes authorized by this Resolution, and (h) the levy and collection of assessments, charges and/or fees on properties within or connected to the Suffolk County Sewer District No. 9 – College Park and, to the extent necessary, the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 4 of the Local Finance Law, is forty (40) years, computed from October 27, 2011, the date of issuance of the first obligations issued therefore pursuant to Resolution No. 919-2010.

Section 3. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the County for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Resolution No. 320 of 1966, as amended by Resolution No. 81 of 1972, and Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of
the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately upon approval by the County Executive, and the Clerk of the Legislature is hereby authorized and directed to publish the foregoing resolution, in summary or in full, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper(s) of the County.

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date:
BOND RESOLUTION NO. 995-2017

BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW YORK AUTHORIZING THE ISSUANCE OF $500,000 BONDS TO FINANCE THE COST OF IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 9 - COLLEGE PARK (CP 8163.310)

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said County Legislature) AS FOLLOWS:

Section 1. The County of Suffolk, New York (herein called the "County"), is hereby authorized to issue bonds in the principal amount of $500,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), the Suffolk County Charter and other applicable laws, to finance improvements to the Suffolk County Sewer District No. 9 – College Park, consisting of improvements to the wastewater treatment facility, including construction of a building extension to house an effluent filtration system and recharge pool rehabilitation, as authorized in the 2017 Capital Budget and Program, as amended. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is $500,000. The plan of financing includes the issuance of $500,000 in bonds or bond anticipation notes authorized pursuant to this Resolution, and the levy and collection of assessments, charges and/or fees on properties within or connected to the Suffolk County Sewer District No. 9 – College Park and, to the extent necessary, the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 4 of the Local Finance Law, is forty (40) years.

Section 3. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the County for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.
Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Resolution No. 320 of 1966, as amended by Resolution No. 81 of 1972, and Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 58.00 to 60.00 and 168.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately upon approval by the County Executive, and the Clerk of the Legislature is hereby authorized and directed to publish the foregoing resolution, in summary or in full, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper(s) of the County.

DATED: November 21, 2017

APPROVED BY: [Signature]

County Executive of Suffolk County

Date: NOV 29 2017
**Motion:**
Krupski, Fleming, Browning, Muratore, Hahn
Anker, Calarco, Lindsay, Martinez, Cilmi, Barraga, Kennedy
Trotta, McCaffrey, Gregory, Stem, D'Amaro, Spencer

**Second:**
Krupski, Fleming, Browning, Muratore, Hahn
Anker, Calarco, Lindsay, Martinez, Cilmi, Barraga, Kennedy
Trotta, McCaffrey, Gregory, Stem, D'Amaro, Spencer

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**Co-Sponsors:**
Krupski, Fleming, Browning, Muratore, Hahn
Anker, Calarco, Lindsay, Martinez, Cilmi, Barraga, Kennedy
Trotta, McCaffrey, Gregory, Stem, D'Amaro, Spencer

**MOTION:**
- Take Out of Order
- Approve
- Table: __________
- Table Subject To Call
- Extend Public Portion
- Close Public Portion
- Reconsider
- Close Public Hearing
- Recess Public Hearing
- Send To Committee
- Waive Rule
- Recommit
- Override Veto
- Lay On The Table
- Withdrawn

APPROVED __________ FAILED __________

**No Motion** __________ **No Second** __________

**FINAL ACTION:**
- ADOPTED
- NOT ADOPTED

Roll Call __________ Voice Vote __________

Jason Ridderg, Clerk of the Legislature
RESOLUTION AMENDING AND RESTATING BOND RESOLUTION NO. 950-2017, ADOPTED ON NOVEMBER 21, 2017, RELATING TO THE AUTHORIZATION OF THE ISSUANCE OF BONDS TO FINANCE PLANNING COSTS ASSOCIATED WITH IMPROVEMENTS TO PECONIC DUNES COUNTY PARK (CP 7050.113)

Recitals

WHEREAS, pursuant to Resolution No. 949-2017 adopted on November 21, 2017, the County Legislature appropriated $125,000 to finance planning costs associated with contemplated improvements to Peconic Dunes County Park improvements at the Suffolk County Sewer District No. 9 – College Park; and

WHEREAS, Bond Resolution No. 950-2017 adopted on November 21, 2017, the County Legislature approved the issuance of $150,000 in bonds of the County to finance planning costs associated with contemplated improvements to Peconic Dunes County Park; and

WHEREAS, accordingly an amendment to Bond Resolution 950-2017 is necessary to properly reflect the plan of finance.

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said County Legislature) to amend and restate Bond Resolution No. 950-2017 in its entirety to read as follows:

BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW YORK, AUTHORIZING THE ISSUANCE OF $125,000 BONDS TO FINANCE PLANNING COSTS ASSOCIATED WITH IMPROVEMENTS TO PECONIC DUNES COUNTY PARK (CP 7050.113)

Section 1. The County of Suffolk, New York (herein called the "County"), is hereby authorized to issue bonds in the principal amount of $125,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"). the Suffolk County Charter and other applicable laws, to finance planning costs associated with contemplated improvements to Peconic Dunes County Park, as authorized in the 2017 Capital Budget and Program, as amended. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is $125,000. The plan of financing includes the issuance of $125,000 bonds or bond anticipation notes authorized pursuant to this resolution and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable.

Section 2. The period of probable usefulness applicable to the class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 62 (2nd) of the Law, is five (5) years.
Section 3. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the County for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Resolution No. 320 of 1966, as amended by Resolution No. 81 of 1972, and Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately upon approval by the County Executive, and the Clerk of the Legislature is hereby authorized and directed to publish the foregoing resolution, in summary or in full, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper(s) of the County.
BOND RESOLUTION NO. 950-2017

BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW YORK, AUTHORIZING THE ISSUANCE OF $150,000 BONDS TO FINANCE PLANNING COSTS ASSOCIATED WITH IMPROVEMENTS TO PECONIC DUNES COUNTY PARK (CP 7050.113)

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said County Legislature) AS FOLLOWS:

Section 1. The County of Suffolk, New York (herein called the "County"), is hereby authorized to issue bonds in the principal amount of $150,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), the Suffolk County Charter and other applicable laws, to finance planning costs associated with contemplated improvements to Peconic Dunes County Park, as authorized in the 2017 Capital Budget and Program, as amended. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is $150,000. The plan of financing includes the issuance of $150,000 bonds or bond anticipation notes authorized pursuant to this resolution and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable.

Section 2. The period of probable usefulness applicable to the class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 62 (2nd) of the Law, is five (5) years.

Section 3. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the County for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds; and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Resolution No. 320 of 1966, as amended by Resolution No. 81 of 1972, and Section 21.00 of the Law relative to the authorization of the issuance of bonds with
substantially level or declining annual debt service, Section 30.00 relative to the authorization of
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of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said
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hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The validity of the bonds authorized by this resolution, and of any
notes issued in anticipation of the sale of said bonds, may be contested only if:

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(c) such obligations are authorized in violation of the provisions of the
constitution.

Section 7. This bond resolution shall take effect immediately upon approval
by the County Executive, and the Clerk of the Legislature is hereby authorized and directed to
publish the foregoing resolution, in summary or in full, together with a Notice attached in
substantially the form prescribed by Section 81.00 of the Law in the official newspaper(s) of the
County.

DATED: November 21, 2017

APPROVED BY:  

County Executive of Suffolk County

Date:  NOV 2 9 2017
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**Totals**: 12 Yes, 6 No

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**Res. No. 950**

**November 21, 2017**

**Motion:**
Krupski, Fleming, Browning, Muratore, Hahn
Anker, Calarco, Lindsay, Martinez, Climi, Barraga, Kennedy
Trotta, McCaffrey, Gregory, Stern, D’Amaro, Spencer

**Co-Sponsors:**
Krupski, Fleming, Browning, Muratore, Hahn
Anker, Calarco, Lindsay, Martinez, Climi, Barraga, Kennedy
Trotta, McCaffrey, Gregory, Stern, D’Amaro, Spencer

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**MOTION**

- Take Out of Order
- Approve
- Table: 
- Table Subject To Call
- Extend Public Portion
- Close Public Portion
- Reconsider
- Close Public Hearing
- Recess Public Hearing
- Send To Committee
- Waive Rule
- Recommit
- Override Veto
- Lay On The Table
- Withdrawn

APPROVED ✓ FAILED

No Motion No Second

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**FINAL ACTION**

✓ ADOPTED
✓ NOT ADOPTED

Roll Call Voice Vote