1000. Adopting Local Law No. -2018, A Local Law to provide legislative oversight of asset forfeiture funds. (Calarco) PUBLIC SAFETY

1001. Adopting Local Law No. -2018, A Local Law to improve contracting and payment rules for contract agencies. (Calarco) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1002. Authorizing appraisal of land under the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, 12500 Main Road, LLC – Town of Southold (SCTM No. 1000-114.00-11.00-017.000). (Krupski) ENVIRONMENT, PLANNING AND AGRICULTURE

1003. Reappointing Elizabeth Jean Cambria as a member of the Suffolk County Vanderbilt Museum Commission (Trustee No. 6). (Spencer) PARKS & RECREATION

1004. Reappointing Jack Demasi as a member of the Suffolk County Vanderbilt Museum Commission (Trustee No. 14). (Spencer) PARKS & RECREATION

1005. Amending the Suffolk County Child Care Commission. (Martinez) EDUCATION AND HUMAN SERVICES

1006. Adopting Local Law No. -2018, A Local Law to establish a temporary moratorium on ride-sharing services in Suffolk County. (Fleming) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1007. Appoint member to the Long Island Legislative Manufacturing Task Force (Anne D. Shybunko-Moore). (Lindsay) ECONOMIC DEVELOPMENT

1008. Ensuring new employees have access to “Know Your Rights” information. (Martinez) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1009. Ensuring timely reporting of sexual harassment and discrimination information to the Legislature. (Martinez) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1010. Establishing an “Operation Safe Stop” poster contest for Suffolk County Schools. (Muratore) PUBLIC SAFETY

1011. Adopting Local Law No. -2018, A Local Law restoring affordability requirements for residential developments connecting to a sewer district. (Krupski) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1012. Accepting and appropriating 100% grant funds received from the New York State Division of Criminal Justice Services to the Suffolk County District Attorney’s Office, under the Crimes Against Revenue Program (CARP). (Co. Exec.) PUBLIC SAFETY
1013. Accepting and appropriating 100% funding from the New York State Office of Children and Family Services (OCFS) to the Suffolk County Department of Social Services to identify and provide direct services to Youth Survivors of Human Trafficking and Commercially Sexually Exploited Children and authorizing the County Executive and the Commissioner of Social Services to execute a contract. (Co. Exec.) EDUCATION AND HUMAN SERVICES

1014. Accepting and appropriating 100% grant funds received from the New York State Division of Criminal Justice Services in the amount of $283,210 to the Suffolk County District Attorney's Office, for the Motor Vehicle Theft and Insurance Fraud Prevention Grant Program. (Co. Exec.) PUBLIC SAFETY

1015. Authorizing the acquisition of land under the New Enhanced Suffolk County Drinking Water Protection Program 2014 Referendum land purchases for open space preservation (CP 8732.210) - for the Dammeyer property - Mastic/Shirley Conservation area - Town of Brookhaven (SCTM Nos. 0209-033.00-02.00-079.000, 0209-033.00-06.00-009.000, 0209-027.00-06.00-052.000 & 0209-027.00-08.00-017.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1016. Authorizing the acquisition of land under the New Enhanced Suffolk County Drinking Water Protection Program 2014 Referendum land purchases for open space preservation (CP 8732.210) - for the Susnara Estate property Flanders Preserve addition/Pine Barrens Core - Town of Southampton - (SCTM No. 0900-198.00-03.00-005.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1017. Appointing Donald B. Mckay as a member of the Suffolk County Board of Trustees of Parks, Recreation and Conservation (Town of Huntington). (Co. Exec.) PARKS & RECREATION

1018. Accepting and appropriating 100% federal grant funds from the U.S. Department of Justice in the amount of $182,289 for the DNA Backlog Reduction Program FY2017 administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1019. Accepting and appropriating 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1020. Accepting and appropriating 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1021. Authorizing use of Indian Island County Park by Event Power for its Riverhead Rocks Run Fundraiser. (Co. Exec.) PARKS & RECREATION
1022. Requesting legislative approval of a contract award for a sole bidder for a Family Caregiver Support Program for Office for the Aging. (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1023. Authorizing the County Executive to enter into a License Agreement for the use of 94 Acres of land at the Francis S. Gabreski Airport to the United States Golf Association. (Co. Exec.) ECONOMIC DEVELOPMENT

1024. Accepting and appropriating a grant as pass-thru funding from the New York State Division of Criminal Justice Services to the Suffolk County Department of Probation for the S.T.O.P. Violence Against Women Act Program with 75% support. (Co. Exec.) PUBLIC SAFETY

1025. Reappointing Cara Longworth to the Suffolk County Landbank Corporation Board of Directors. (Co. Exec.) ECONOMIC DEVELOPMENT

1026. Accepting and appropriating 100% grant funds from the Citizens Campaign Fund for the Environment ("CCFE") in the amount of $15,000 for the Public Education Campaign for Advanced Innovative Alternatives for Septic Systems administered by the Suffolk County Department of Health Services, Division of Environmental Quality and to execute grant related agreements. (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE
RESOLUTION NO. -2018, ADOPTING LOCAL LAW NO. -2018, A LOCAL LAW TO PROVIDE LEGISLATIVE OVERSIGHT OF ASSET FORFEITURE FUNDS

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on __________, 2018, a proposed local law entitled, "A LOCAL LAW TO PROVIDE LEGISLATIVE OVERSIGHT OF ASSET FORFEITURE FUNDS"; now, therefore be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -2018, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO PROVIDE LEGISLATIVE OVERSIGHT OF ASSET FORFEITURE FUNDS

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the County of Suffolk receives significant sums of money from New York State and the federal government through asset forfeiture.

This Legislature also finds that forfeiture monies are not deposited in the General Fund, are considered "off budget" items and are held and expended at the discretion of the County's law enforcement agencies -- the Police Department, Probation Department, the Sheriff and District Attorney.

This Legislature finds that in an effort to increase transparency, accountability and oversight of asset forfeiture monies, the County Legislature enacted Local Law No. 6-2017. This local law restored the County Comptroller's authority to audit forfeiture funds held by the Police Department, Probation Department, Sheriff and District Attorney and determine "the regularity, legality and correctness of appropriations and expenditures made in connection with such funds."

This Legislature also determines that since Local Law No. 6-2017 was enacted, it has been reported by the news media that the District Attorney's office has used forfeiture monies to pay "bonuses" to certain assistant district attorneys. These bonuses were apparently paid at the sole discretion of the District Attorney without the knowledge, much less the approval, of the County Legislature, the policymaking and appropriating body of the Suffolk County government.

This Legislature also finds that while the payment of these so-called bonuses may have been technically permissible under federal and state guidelines, they have skewed and distorted the County's salary plan by rewarding certain exempt employees in a department that has access to forfeiture monies.
This Legislature concludes that it is now exceedingly clear that stronger legislative oversight of asset forfeiture monies is required to ensure transparency and guarantee that forfeiture monies are used in an appropriate manner.

Therefore, the purpose of this local law is to prohibit the use of asset forfeiture monies to pay employee salaries, excepting overtime costs, and to require legislative approval when asset forfeiture monies are expended by any County department or agency.

Section 2. Prohibition.

No County department, office or agency may use asset forfeiture proceeds it receives from the federal or state government to pay salary or compensation to any employee of that department, office or agency, except to pay overtime as documented by an employee’s time sheet or when the use of forfeiture proceeds to pay salaries is mandated by federal or state law, rule or regulation.

Section 3. Legislative approval required.

No County department, office or agency shall expend asset forfeiture proceeds, in amount of $1,000 or more, it received from the federal or state government unless such use or expenditure is first approved by the Public Safety Committee of the Suffolk County Legislature, or any successor committee. Any vote of the Public Safety Committee on expenditures of forfeiture proceeds shall be recorded in compliance with New York Public Officers Law.

Section 4. Applicability.

This law shall apply to the use or expenditure of asset forfeiture proceeds occurring on or after the effective date of this law.

Section 5. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 6. SEQRA Determination.

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

Section 7. Effective Date.

This law shall take effect immediately upon its filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\laws\l-refile-oversight-asset-forfeiture-funds
DATE: DECEMBER 21, 2017
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2018

TITLE: I.R. NO. -2018; A LOCAL LAW TO PROVIDE LEGISLATIVE OVERSIGHT OF ASSET FORFEITURE FUNDS

SPONSOR: LEGISLATORS CALARCO AND HAHN

DATE OF RECEIPT BY COUNSEL: 12/21/2017
DATE ADOPTED/NOT ADOPTED: 
PUBLIC HEARING: /2018
CERTIFIED COPY RECEIVED:

This proposed local law would:

1) prohibit County departments, offices and agencies from using federal and state asset forfeiture proceeds to pay employee salaries/compensation, except for overtime pay or as required by federal or state law; and

2) require County departments, offices and agencies to receive the approval of the County Legislature’s Public Safety Committee for any expenditure of federal or state asset forfeiture monies.

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

GEORGE NOLAN
Counsel to the Legislature

GN:js
s:rule28\28-refile-oversight-asset-forfeiture-funds
RESOLUTION NO.  -2018, ADOPTING LOCAL LAW NO. -2018, A LOCAL LAW TO IMPROVE CONTRACTING AND PAYMENT RULES FOR CONTRACT AGENCIES

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on  , 2018, a proposed local law entitled, "A LOCAL LAW TO IMPROVE CONTRACTING AND PAYMENT RULES FOR CONTRACT AGENCIES"; now, therefore be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -2018, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO IMPROVE CONTRACTING AND PAYMENT RULES FOR CONTRACT AGENCIES

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the County of Suffolk contracts with a variety of not-for-profit agencies to provide vital services to County residents.

This Legislature finds that, over time, the County’s contracting rules and procedures have become more complex. While private vendors and large non-profits have the personnel and resources to navigate these rules successfully, small non-profits often find it difficult to comply with the County’s requirements.

This Legislature also recognizes that non-profit contract agencies, particularly small agencies, operate under challenging financial conditions. Accordingly, this Legislature has enacted prompt contracting and prompt payment legislation to allow these agencies to receive their County funding in a more timely manner.

This Legislature finds that additional reforms are needed to enable contract agencies to sustain their operations and deliver services efficiently and effectively.

This Legislature determines that small contract agencies should be eligible to receive a portion of their contract funding "up front" before they begin delivering services under their contracts.

This Legislature also determines that the County should ease bureaucratic demands on contract agencies by utilizing multi-year contracts and eliminating unnecessary paperwork requirements.

Therefore, the purpose of this local law is to amend Chapter 189 of the SUFFOLK COUNTY CODE and streamline contracting and payment rules for not-for-profit contract agencies.
Section 2. Amendments.

I. Section 189-41 of the SUFFOLK COUNTY CODE is hereby amended as follows:

§ 189-41. Requirements.

* * * *

D. All contracts with contract agencies shall clearly set forth that the approval of such contract shall not be construed as an obligation by the County to renew or extend such contract in the future. However, these contracts shall contain a provision which allows the County and a contract agency to agree mutually to extend a contract beyond its initial one year term, for additional one year periods. The County and a contract agency may exercise this renewal provision by a letter agreement or similar instrument. Such renewal agreements may provide for a change in the annual contract amount. In the event the renewal provision is exercised by the County and a contract agency, the contract agency may, in lieu of filing new living wage and lawful hiring forms, file an attestation that their status under these laws is unchanged from the previous year’s filings.

* * * *

J. In the event, a contract agency responds to a Request for Proposals issued by the County and is awarded a multi-year contract thereunder, the contract agency shall be entitled to receive the agreed upon contract amounts in each year of the contract. The contract amounts contained and agreed to in such contract may only be reduced by the mutual agreement of the County and the contract agency. However, the County shall have the right to terminate such contracts in the event there are inadequate budget appropriations provided to pay the agreed upon contract amount in any year of such contract.

II. Section 189-56 of the SUFFOLK COUNTY CODE is hereby amended as follows:

§ 189-56. [Prompt] [p]Payment policy.

A. Contract agencies which enter into a contract with the County in an annual amount of $10,000 or less will be eligible to receive up to $5,000 of their contract amount prior to the performance of the services called for in the contract. Payments beyond this initial disbursement will be made by the County to the contract agency when the contract agency submits to the administering department a proper invoice(s) and supporting documentation showing that the claimed expenses were properly spent by the contract agency providing services under the contract.

B. Contract agencies which enter into a contract with the County in an annual amount between $10,001 and $25,000, and which reported less than $200,000 in total agency expenses in the prior fiscal year, will be eligible to receive up to one-half of the contract amount prior the performance of the services called for in the contract. Payments beyond this initial disbursement will be made by the County to the contract agency when the contract agency submits to the administering department a proper invoice(s) and supporting documentation showing that the claimed expenses were properly spent by the contract agency providing services under the contract.
C. Contract agencies which enter into a contract with the County in an annual amount between $25,001 and $100,000, and which reported less than $200,000 in total agency expenses in the prior fiscal year, will be eligible to receive up to $25,000 of their contract amount prior to the performance of the services called for in the contract. Payments beyond this initial disbursement will be made by the County to the contract agency when the contract agency submits to the administering department a proper invoice(s) and supporting documentation showing that the claimed expenses were properly spent by the contract agency providing services under the contract.

D. Notwithstanding the initial disbursements authorized by paragraphs A, B, and C of this section, contract agencies are responsible for submitting proper invoices and supporting documentation for all services delivered to the County and all expenses claimed and reimbursed by the County.

[A.]E. Notwithstanding the provisions of any other law to the contrary, the County shall make payment for services rendered by a contract agency pursuant to a contract, excluding the initial disbursements made to a contract agency pursuant to paragraphs A, B and C of this section, within 30 days of the administering department's receipt of invoice. Should the County fail to make payment by the required payment date, the County shall make an interest payment to the affected contract agency on the amount of the payment due. Interest shall be computed at the rate equal to the overpayment rate set by the New York State Commissioner of Taxation and Finance pursuant to Subdivision (e) of § 1096 of the New York State Tax Law. The interest payment shall not reduce the amount payable to the contract agency under the terms of the subject contract and invoice.

[B.]F. The County shall not be required to make payment within 30 days of receipt of invoice when:

(1) The necessary appropriation required to authorize payment has not been enacted;

(2) The County is entitled to a set-off against the invoice amount;

(3) Statutory or contractual provisions, if any, make payment within 30 days impossible; or

(4) Some or all of the invoice amount must be withheld to satisfy claims, liens or judgments against the contract agency; any remaining amount due the contract agency shall be paid within 30 days of receipt of invoice.

[C.]G. The County may, within 15 days after receipt of invoice, notify a contract agency of defects in the delivered services; defects in the invoice; or other suspected improprieties. The existence of such defects or improprieties shall toll the commencement of the time period specified in Subsection A of this section. If the County fails to provide reasonable grounds for its contention that a defect or impropriety exists, the date by which contract payment must be made in order for the County not to become liable for interest payments shall be calculated from the date of receipt of invoice.
Section 3. Applicability.

This law shall apply to all contracts entered into on or after the effective date of this law.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. SEQR A Determination.

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

Section 6. Effective Date.

This law shall take effect on January 1, 2019.

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
DATE: DECEMBER 21, 2017
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2018

TITLE: I.R. NO. -2018; A LOCAL LAW TO IMPROVE CONTRACTING AND PAYMENT RULES FOR CONTRACT AGENCIES

SPONSOR: LEGISLATOR CALARCO

DATE OF RECEIPT BY COUNSEL: 12/21/2017 PUBLIC HEARING: /2018

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This proposed local law would make the following changes to the County's contracting and payment rules applicable to contract agencies¹:

1. Would authorize partial "up front" payments to contract agencies prior to their performance of the services called for in a contract. Agencies receiving less than $10,000 in County funding would be eligible to receive initial disbursements up to $5,000; agencies receiving between $10,001 and $25,000 in County funding, which have total agency expenses less than $200,000, would be eligible to receive up to one-half of their contract amount; agencies receiving between $25,001 and $100,000 in total expenses, which have total agency expense less than $200,000, would be eligible to receive up to $25,000 of their contract amount. Contract agencies would remain responsible for submitting proper invoices and supporting documentation for all services delivered and all expenses claimed and reimbursed by the County.

2. Would require that contracts with contract agencies include a provision which allows the County and a contract agency to agree to extend a contract beyond the initial one year period by a simple letter agreement. In the event a contract is renewed in this manner, a contract agency could, in lieu of filing new living wage and lawful hiring forms, file an attestation that their status under these laws was unchanged from the previous year's filings.

¹ "Contract agency" is defined as any not-for-profit corporation or entity with which the County of Suffolk contracts to render human services directly to the residents of Suffolk County, including services related to health, welfare/social services, parks/recreation, economic development, cultural affairs, veterans' affairs, handicapped programs, public safety, youth, aging, senior citizens' programs, minority affairs, women's affairs, labor/employment services and education.
3. Would establish a policy entitling a contract agency, which is awarded a multi-year contract after responding to a Request for Proposals, to receive the agreed upon contract amounts in each year of the contract. The contract amounts could only be reduced by the mutual agreement of the County and the contract agency. The County would retain the right to cancel the contract in the event there were inadequate budget appropriations to pay the contract amounts.

This law will take effect on January 1, 2019.

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-refile-contract-agency-payment-procedures
RESOLUTION NO. -2018, AUTHORIZING APPRAISAL OF LAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007, 12500 MAIN ROAD, LLC – TOWN OF SOUTHOLD (SCTM NO. 1000-114.00-11.00-017.000)

WHEREAS, the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, authorizes the use of 31.10% of sales and compensating use tax proceeds generated each year for specific environmental protection, including the acquisition of land for hamlet parks under Section C12-2(A)(i) of the SUFFOLK COUNTY CHARTER in accordance with specific criteria set forth therein; and

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

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

1st RESOLVED, that the Director of the Division of Real Property Acquisition and Management, or his or her deputy, is hereby authorized, empowered, and directed, pursuant to Section A35-3(B)(1) of the SUFFOLK COUNTY ADMINISTRATIVE CODE, to have the subject parcel(s) appraised; and be it further

2nd RESOLVED, that the cost of such appraisal shall be paid from the funds to be appropriated pursuant to Article XII of the SUFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

3rd RESOLVED, the costs associated with the preparation of a title search, survey, map or environmental assessment of the subject parcel(s), which may be authorized by a subsequent legislative resolution or procedural motion, shall be paid for from the funds to be appropriated pursuant to Article XII of the SUFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

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

APPROVED BY:

__________________________
County Executive of Suffolk County

Date:

s:\res\appraisal\12500-main-road-hamlet-parks
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TOTAL ACREAGE 1.8±

EXHIBIT “A”
RESOLUTION NO. -2018, REAPPOINTING ELIZABETH JEAN CAMBRIA AS A MEMBER OF THE SUFFOLK COUNTY VANDERBILT MUSEUM COMMISSION (TRUSTEE NO. 6)

WHEREAS, the term of office of Elizabeth Jean Cambria, as a member of the Suffolk County Vanderbilt Museum Commission, expired on December 28, 2017; now, therefore be it

1st RESOLVED, that Elizabeth Jean Cambria, residing in Centerport, New York, is hereby reappointed to the Suffolk County Vanderbilt Museum Commission, as Trustee No. 6, for a term of office to expire December 28, 2021, said appointment having been made pursuant to the provisions of Section 250-6(B) of the SUFFOLK COUNTY CODE.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER AND SECTION 250-6(B) OF THE SUFFOLK COUNTY CODE
ELIZABETH JEAN CAMBRIA
Centerport, NY 11721
(631)
(631)

PROFILE

Retired as Confidential Secretary to Hon. Michael F. Mullen, Supreme Court Justice, New York State

Currently Part-Time Legal Secretary
Pezold, Smith, Hirschmann & Selvaggio – Huntington, New York

Widowed, Mother of Four and Grandmother of Eight

Resident of Huntington for over Forty Years (13 in Centerport)

Graduate – Dowling College, Oakdale – Magna Cum Laude
Bachelor of Arts Degree, English – Minor in French

VOLUNTEER ACTIVITIES

Vanderbilt Museum & Planetarium – Treasurer

Huntington Choral Society – member for 20 years
Board Member for 6 years – Secretary and Chairman of Fund-Raising, currently serving as Grant Writer for New York State and Suffolk County Grants for the Arts

Family Service League – volunteer

Former President – Huntington High School PATS
Finley Middle School Parent Council

Member – Nassau/Suffolk Grandparents for Autism Awareness
RESOLUTION NO. -2018, REAPPOINTING JACK DEMASI AS A MEMBER OF THE SUFFOLK COUNTY VANDERBILT MUSEUM COMMISSION (TRUSTEE NO. 14)

WHEREAS, the term of office of Jack DeMasi, as a member of the Suffolk County Vanderbilt Museum Commission, expired on December 28, 2017; now, therefore be it

1st RESOLVED, that Jack B. DeMasi, residing in Greenlawn, New York, is hereby reappointed as a member of the Suffolk County Vanderbilt Museum Commission, as Trustee No. 14, for a term of office to expire December 28, 2021, said appointment having been made pursuant to the provisions of Section 250-6(B) of the SUFFOLK COUNTY CODE.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE AND SECTION 250-6(B) OF THE SUFFOLK COUNTY CODE
EXPERIENCE

January 1986 - present

Professor (Adj.)
Department of Communications
Nassau Community College
Garden City NY 11530

Teach Radio-TV Production; Film Appreciation; Film History; Interpersonal Communication; Persuasive Speaking; Public Speaking; Mass Communication.

September 1979 – June 2005

General Manager, WKWZ-FM
Director of Educational Communications
Instructor, English/Communications
Syosset High School
South Woods Road
Syosset NY 11791

Administer/supervise media production and FM broadcast station facilities and personnel; produce original educational media and monthly cable news show, teach Film History, Mass Communication, TV Production, Radio, English, Journalism, Writing; grant writing; equipment purchasing; FCC compliance; departmental budgeting; faculty-staff workshops in media/AV techniques; Middle States Presentation Committee; Shared-Decision Making Committee; Personnel Screening/Interview Committees.

May 1983 - September 1986

Senior Partner
Alpha Media
Huntington NY 11743

Wrote/produced media packages for private clients; media consulting; scriptwriting and script consulting; public relations.

March 1985 - December 1987

Vice-President, Creative Director
Full Spectrum Ltd. Advertising
Huntington NY 11743

Wrote/produced advertising copy for direct mail, commercials, print ads; public relations projects; supervised TV/Radio production; created marketing presentations.

January 1978 - May 1988

Senior Editor
Eastern Basketball Magazine
West Hempstead NY 11552

Article assignment; copy editing; headlines; writing; rewrites; layout; production; supervision and training of editorial staff.
Instructor, Graduate Division  
New York Institute of Technology  
Old Westbury NY  
Summer-Fall 1979

Taught M.A. program courses in Multi-Image Production; served on thesis committee.

Instructor, Humanities Division  
Suffolk Community College  
Selden NY 11784  
September 1975 - August 1978

Taught freshman composition/remedial writing; Mass Media; Film History; Film Production; Grammar/Vocabulary Development; student advisement; literary magazine advisor (East Campus); evening session teacher; curriculum committee.

Instructor, Department of English  
Longwood High School  
Middle Island NY 11954  
September 1972 - August 1975

Taught honors, remedial, regents English; Media & Propaganda, Film Production, Poetry Reading, Poetry Writing, Letter Writing, Business Communications, Public Speaking, Novel Reading, Latin I seminar; advisor to the literary magazine, newspaper and film club; home instruction teacher; curriculum development committee; school public relations coordinator; individual study program advisor; experimental open classroom.

Teacher/Counselor, Drug Education  
School District 24, Queens  
Middle Village NY 11379  
October 1971 - August 1972

Program Public Relations coordinator; conducted workshops/training sessions for adults, parents, adolescents; speaker for community groups; family counseling; street work; Assistant Director of Summer Community Center; wrote federal/state grant proposals; program design and development; materials evaluation.

Instructor  
Charles Drew School, I.S. 148x  
168th Street & 3rd Avenue  
Bronx NY 10454  
September 1970-August 1971

Taught remedial/corrective reading/English-ESOL.

Assistant Director, Public Relations  
CUNY: Baruch College  
10 Lexington Avenue  
New York NY 10010  
November 1969 - July 1970

Wrote/edited house organ, news releases, film program notes, fundraising materials, college catalogue; media liaison; Manager, Baruch College Fund; alumni relations; office management.
Teacher, Fourth Grade  
Our Lady of Hope School  
71st Street & Eliot Avenue  
Middle Village NY 11379  

Taught 4th grade language arts and social studies.

College Assistant, Graduate Division  
CUNY: Graduate School of Business  
New York NY 10010

Administration in doctoral admissions.

PROFESSIONAL ACTIVITIES

Second Vice President and Trustee, Suffolk County Vanderbilt Museum and Planetarium, Chair of Elections Committee, Member Buildings and Grounds Committee, Member Educations and Exhibits Committee, September 2012-present.


Communications Department Representative, Adjunct Faculty Association AFA, Nassau Community College, 1999-present.

Producer/programmer for Last Licks Café at the Unitarian Fellowship of Huntington, September 2010-present.

Lobbied in Albany for Marriage Equality, November 2010.

Seminar, “La parola transfuso: Scrittori italiani” in America, on Italian expatriate poetry, Stony Brook University (Manhattan Campus), November 2003.

Actor in film “The Paper Cut” presented at Fort Lauderdale Film Festival, November 2003.

Conference on Italian Americans in the Labor Movement, SUNY Stony Brook, October 2003.

Chair, TRACT Center Board, Syosset 1998-2005

Executive Committee Member, Publisher, Public Relations Coordinator, NYSUT Delegate, Syosset Teachers’ Association, 1994 – present.


Advisor/supervisor, Italian Student Group Tour, Italy, February 2000.

Advisor/supervisor, Spanish Student Group Tour, Spain, February 1998.


Media consultant, Public Relations, Advertising and Educational Media, 1972-present.

Freelance grant writer, writer and media producer, 1968-present.


Writer/consultant, Board of Cooperative Educational Services (BOCES), Language Arts Objectives Test Project, 1974; Film Curriculum Project, 1986; Mass Communications Curriculum Project, 1986; Television Production Project, 1989, 1990.

Intern, Queens College Department of Multi-Media Services, January-June 1979.

SUNY Writers Conference, Binghamton NY, November 1977.


University Film Association Conference, Dartmouth College, August 1973; Rochester Institute of Technology, August 1975.


Guest Poet, Basement Theatre, 22nd Street, NYC. 1969-70.

Assistant Director, "Exit the King," Theatron Experimental Group, NYC. October-November 1968.

PUBLICATIONS

Review, Clodagh J. Brook, Marco Bellocchio: The Cinematic I in the Political Sphere, Choice Jan2011


Review, Dina Jordanova, Film Festival Yearbook I: The Festival Circuit, Choice May2010


Film reviews, Coast-to-Coast, Dec1981-Jan1982.
"Bitterroot," poem, Fall 1969.
"Basement Review," poems, Summer 1968

HONORS

Received notable mention in the New York Times bestselling book, Sick in the Head, by Judd Apatow and in Record Store of the Mind by Josh Rosenthal.


PROFESSIONAL MEMBERSHIPS

Member, ACLU, 1990-present
SDX, American Society of Professional Journalists
University Film and Television Association (UFVA)
American Film Institute (AFI)
International Television Association (ITVA)
Association of Independent Video and Filmmakers (AIVF)
Syosset Teachers Association (STA)
Adjunct Faculty Association (AFA), Nassau Community College
United Federation of Teachers (UFT)
New York State United Teachers (NYSUT)

EDUCATION

ABD Communications
M.A. 6/77 Cinema Studies
M.A. 5/72 English
B.A. 6/69 English/Business

New York University
New York University
City College of NY
City College of NY
PERSONAL INFORMATION

RESOLUTION NO. -2018, AMENDING THE SUFFOLK COUNTY CHILD CARE COMMISSION

WHEREAS, Resolution No. 41-2016 established the Suffolk County Child Care Commission to improve the provision of child care services within a coordinated system throughout Suffolk County; and

WHEREAS, the membership of the Commission needs to be updated to remove inactive members and add representatives who can further the goals of the Commission; and

WHEREAS, having a fully engaged Commission will ensure a more thorough and well-rounded evaluation of the County’s child care system and provide the recommendations needed to improve child care services throughout the County; now, therefore be it

1st RESOLVED, that the 2nd RESOLVED clause of Resolution No. 41-2016 is hereby amended as follows:

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

1. The Chairperson of the Education and Human Services Committee of the County Legislature, or his or her designee [who will serve as Chair];
2. A representative of the County Department of Social Services, Division of Child-Care, to be selected by the Commissioner of the Department;
3. A representative of the Long Island regional office of the New York State Office of Child and Family Services;
4. A representative of the County Department of Health Services Maternal Infant Child Health Collaborative, to be selected by the Commissioner of the Department;
5. A representative of the Welfare to Work Commission of the County Legislature;
6. A representative of the Child-Care Council of Suffolk;
7. A representative of Long Island Head Start;
8. A representative of Suffolk County BOCES;
9. A representative of the Suffolk County Community College Early Childhood Education Department;
10. A representative of Family Support Long Island/Molloy College;
11. A person knowledgeable with the operation of a child care center, to be appointed by the County Legislature;
12. A person familiar with the operation of group and family child-care facilities, to be appointed by the County Legislature;
13. A representative of the business community, to be appointed by the County Legislature; [and]
14. The Director of Smart Start Suffolk Initiative, or his or her designee; and
15. The Presiding Officer of the County Legislature, or his or her designee, who shall serve as Chair, and be it further

; and be it further

2nd RESOLVED, that the 6th RESOLVED clause of Resolution No. 41-2016 is hereby amended as follows:

6th RESOLVED, that [seven (7)] eight (8) members of the Commission shall constitute a quorum to transact the business of the Commission at both regular and special meetings; and be it further

; and be it further

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

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

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date:

s:\res\r-add-members-child-care-commission
RESOLUTION NO. -2018, ADOPTING LOCAL LAW NO. - 2018, A LOCAL LAW TO ESTABLISH A TEMPORARY MORATORIUM ON RIDE-SHARING SERVICES IN SUFFOLK COUNTY

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2018, a proposed local law entitled, "A LOCAL LAW TO ESTABLISH A TEMPORARY MORATORIUM ON RIDE-SHARING SERVICES IN SUFFOLK COUNTY"; now, therefore be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -2018, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO ESTABLISH A TEMPORARY MORATORIUM ON RIDE-SHARING SERVICES IN SUFFOLK COUNTY

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the New York State Legislature has approved legislation that will allow mobile ride-sharing services, such as Uber and Lyft (designated in the legislation as "transportation network companies"), to operate in communities across the State, without allowing those communities to regulate the services in any way.

This Legislature further finds that the authorizing State legislation includes a provision that allow counties to "opt out" and prohibit the pick-up of persons by ride-sharing services within the County’s boundaries.

This Legislature finds and determines that while there are undeniable benefits associated with ride-sharing services that may be welcome in Suffolk County communities, there are also areas of concern that need to be carefully considered before such services are allowed to operate within the County of Suffolk without any local rules and regulations governing them.

This Legislature finds that ride-sharing companies will enjoy an unfair competitive advantage over taxi and limousine companies, which are subject to licensing fees and strict regulatory oversight.

This Legislature finds that the State legislation authorizing mobile ride-sharing services imposes a 4% tax on ride revenue but none of that revenue will be shared with Suffolk County or any other local government, this at a time when public transportation services in the County are grossly underfunded.
This Legislature also finds that proper consideration must be given to the impacts of ride-sharing services on our local roadways and transportation infrastructure; public safety services, and our natural environment, including water runoff and air quality; as well as issues of ADA (Americans with Disabilities Act) compliance, passenger safety, and the security of banking information.

This Legislature concludes that a temporary moratorium on ride-sharing services should be established to allow the Suffolk County Public Transportation Working Group to study the costs and benefits of ride-sharing services.

Therefore, the purpose of this law is to prohibit ride-sharing services in Suffolk County for a six (6) month period.

Section 2. Opt-Out of Ride Sharing.

As authorized by § 182 of NEW YORK GENERAL MUNICIPAL LAW, the County of Suffolk hereby prohibits the pick-up of any person by a transportation network rental company within its boundaries.

Section 3. Notification to the Department of Motor Vehicles.

The Clerk of the Suffolk County Legislature shall notify the New York State Department of Motor Vehicles of the enactment of this law and shall provide the Department of Motor Vehicles with a certified copy of this law.

Section 4. Applicability.

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

Section 5. Working Group Study.

The Suffolk County Public Transportation Working Group, established by Resolution No. 139-2017, is hereby authorized, empowered and directed to conduct a cost benefit analysis of ride-sharing services, and make recommendations to the County Executive and the County Legislature, as to whether ride-sharing services should be permitted within Suffolk County. The Working Group will issue its report within one hundred twenty (120) days of the effective date of this law.

Section 6. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.
Section 7. SEQRA Determination.

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

Section 8. Effective Date and Sunset of Law.

This law shall take effect immediately upon its filing in the Office of the Secretary of State and its effect shall terminate six (6) months thereafter.

DATED:

APPROVED BY:

________________________________________
County Executive of Suffolk County

Date:

s:\laws\refile-temporary-moratorium-ride-sharing
DATE: DECEMBER 22, 2017
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2018

TITLE: I.R. NO. 2018: A LOCAL LAW TO ESTABLISH A TEMPORARY MORATORIUM ON RIDE-SHARING SERVICES IN SUFFOLK COUNTY

SPONSOR: LEGISLATOR FLEMING

DATE OF RECEIPT BY COUNSEL: 12/21/2017
DATE ADOPTED/NOT ADOPTED: 
PUBLIC HEARING: 12/2018
CERTIFIED COPY RECEIVED: 

State legislation adopted in 2016, permitting ride-sharing services to operate in New York, includes an "opt out" provision for counties. This proposed local law would prohibit ride-sharing services such as Uber and Lyft from picking up passengers in the County of Suffolk for a six month period.

This proposed local law also directs the Suffolk County Public Transportation Working Group to conduct a cost-benefit analysis of ride-sharing services and make recommendations to the County Executive and the County Legislature as to whether ride-sharing services should be permitted in Suffolk County. The report would be due within one hundred twenty (120) days of the effective date of this law.

This proposed law would take effect immediately upon its filing in the Office of the Secretary of State and its effect would sunset six months later.

GEORGE NOLAN
Counsel to the Legislature

s:\rule28\28-refile-temporary-moratorium-ride-sharing
RESOLUTION NO. 2018, APPOINT MEMBER TO THE LONG ISLAND LEGISLATIVE MANUFACTURING TASK FORCE (ANNE D. SHYBUNKO-MOORE)

WHEREAS, Resolution No. 1048-2017 established the Long Island Legislative Manufacturing Task Force to help Suffolk County attract and retain manufacturing companies in the area; now, therefore be it

1st RESOLVED, that Anne D. Shybunko-Moore, is hereby appointed as a member of the Long Island Legislative Manufacturing Task Force, representing the manufacturing industry, who shall serve as Task Force co-chair.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO RESOLUTION NO. 1048-2017.
Anne D. Shybunko-Moore  
Hauppauge, NY 11788

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

Education:
University of Maryland at Baltimore
  ➢ Bachelors – Physical Therapy B.S. – 1994

Franklin and Marshall College, Lancaster PA
  ➢ Bachelors – Biology B.A. 1993

Employment:
GSE Dynamics Inc. 2001-Present – CEO and Owner
  Oversight of all operational duties associated with managing the company. Focus on post award production, and expansion of capabilities within customer base. Full service engineering and manufacturing company engaged in the manufacture, assembly, and testing of military mechanical and structural components and assemblies.

- GSE Composites Inc. 2005- Present
  A division located in Hauppauge, NY with a specialty in fiberglass and composite products to manufacture parts specifically for the US Navy Submarines, Air Force and OEM Customers.

Genasis Eldercare Rehabilitation 1996-2001
  1999-2001 – Director of Rehabilitation – Lorien, Mt. Airy, MD
  Responsible for development of rehabilitation department within a new construction site for multi-level geriatric care facility, and implementing initial process and procedures.

  1996-1999- Physical Therapist, Catonsville, MD
  Practiced as Physical Therapist with diverse caseload neurology, orthopedics, and general mobility. Practiced in both outpatient- rehab and home health settings. Supervised other members of the rehab team and facilitated continuing education workshops.

Organizations and Leadership:

Manufacturing Consortium of Long Island (MCLI), Founder and Chairwoman- March 2015 to Present
Founded an industry driven organization to further promote manufacturing with a regional strategic plan for job creation and support for business. Connects with business leaders, elected officials and educational institutions to support Long Island Manufacturers.

Aerospace Industries Association (AIA) Executive Committee - January 2015 to January 2017
The Executive Committee is comprised of senior representatives of Prime Aerospace and Defense Companies who advise the Department of Defense and top government officials on industry related issues and initiatives. Served as the Small Business representative and Liaison between the Executive Committee and the Supplier Management Council.

**State Workforce Investment Board (SWIB) - September 2014 to Present**
Appointed by Governor Cuomo to support New York State economic and workforce development. Serves on the communications and improving regional planning subcommittee providing valuable input and recommendations regarding regional workforce initiatives.

**National Women’s Business Council (NWBC) - September 2014 to September 2017**
Appointed member of the National Women’s Business Council, a group of non-partisan advisors to the President, Congress, and the SBA. Provides recommendations on the development of and issues affecting small businesses owned and led by women.

**Aerospace Industries Association (AIA) Supplier Management Council Executive Committee, January 2014 to Present**
The Supplier Management Council is a non-attributional forum where senior supply chain representatives tackle issues that impact the aerospace and defense supply chain. The Council’s mission is to integrate and focus the collective capabilities of the supply chain, at every level, to influence the strategies, policies, and regulations that enable the U.S. aerospace and defense industry to successfully compete in the global market, be profitable, and strengthen the U.S. position as the world leader.

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

**Chairwoman of Congressional Task Force for Manufacturing – Dec 2010 to January 2012**
Congressman Steve Israel’s Congressional Advisory Task Force serves as a team of Long Island based manufacturing industry leaders who provide feedback and recommendations on current and pending legislation that impacts the manufacturing community. The Advisory Task Force also recommends legislative ideas that will help spur economic growth and promote business on Long Island.

**Suffolk County Community College Foundation Board of Directors – Sept 2009 to June 2016**
Assist the college in its mission to provide the highest quality of academics, and develop resources to enable the college to meet the needs of the students, staff, and community. Specific focus on workforce training, and the importance of filling Long Island’s pipeline for industry.

**Hauppauge Industrial Association (HIA) Board of Directors – November 2008 to Present**
Chairperson of Manufacturing Committee (Chair term ended January 2016), coordinate meetings and act as resource to the manufacturing community, act as a liaison between industry and educators to address workforce training needs, and educate industry on state and federal programs for support. The HIA is the recognized voice for business on Long Island and a powerful force and economic engine for regional development. They provide a forum for business leaders to network, problem solve and obtain advice on critical issues facing their business.

**Long Island Forum for Technology Board of Directors – October 2009 to December 2011**
Represent the manufacturing community in addressing industry needs as the MEP (Manufacturing Extension Partner), looking at opportunities for expanding regional capability in manufacturing to keep Long Island’s competitive market.
Brookhaven Memorial Hospital Board of Directors – July 2007 to Jan 2011
Represent the vision and mission as a community hospital in the region. Utilize my medical background to address the needs for efficiency and quality in the health care sector, and assess opportunities to expand core competencies in cardiac care and joint replacement.

Member since 2001. Active in establishing alliances with educational and corporate partners to further create a forum where women business owners can discuss business matters and act as mentors to young women and emerging business owners.

Functions to address local business matters affecting small businesses and provide feedback on critical issues for Long Island Business Community.

Functions to continue the mission of the school, addresses the financial health of the school, maintains alumni relations, uphold the motto “Character Before Career”

Achievements:
- 2017 Northrop Grumman Platinum Source Award
- 2015 Boeing Performance Excellence Award
- 2014 Defense Logistics Agency Aviation’s #1 Woman Owned Small Business in Business Volume
- 2009 Enterprising Magazine Woman of the Year Award
- 2009 LIBN Long Island Top 50 Women
- 2008 SCCC Manufacturing Workforce Leadership Award for Excellence
- 2006 Defense Logistics Agency (DLA) Awarded for Outstanding Readiness Support for Woman Owned Business (GSE Recognition)
- 2006 Executive Leadership Award for Business Leadership
- 2006 LIBN Long Island 40 Rising Stars under 40
- 2006 March of Dimes Woman of Distinction
- 2005 LIBN Long Island Top 50 Women
- 2003-2006 Defense Supply Center Richmond- Automated Best Value System Award for Quality and Delivery (GSE Recognition)
- 2003 National Association of Women Business Owners / Long Island Chapter Top Woman Business Owner

License and Certifications:
- Powered Industrial Trucks, Operator Certification
- AED (Defibrillator), Certification
- Registered Amateur Boxer – Fight for Charity
- New York State Licensed Physical Therapist (expired)
RESOLUTION NO. -2018, ENSURING NEW EMPLOYEES HAVE ACCESS TO "KNOW YOUR RIGHTS" INFORMATION

WHEREAS, sexual harassment and discrimination have no place in the workplace, yet these behaviors occur with disturbing regularity; and

WHEREAS, while Suffolk County tries to prevent sexual harassment and discrimination by and among its workforce, these behaviors continue to occur and are addressed through comprehensive County disciplinary policies; and

WHEREAS, presently, County employees are provided with "Know Your Rights", a pamphlet which details the County's policy, employee rights and procedures on reporting and addressing improper workplace behavior, at their employee orientation; and

WHEREAS, these trainings sometimes occur several weeks after the start of an individual's employment with the County; and

WHEREAS, to ensure timely access to the critical information in the "Know Your Rights" pamphlet, the County should adopt a policy where the materials are distributed by an employee's direct manager at the time they commence employment; now, therefore be it

1st RESOLVED, that it shall be County policy that all employees hired on or after the effective date of this resolution shall receive the "Know Your Rights" pamphlet maintained by the Department of Civil Service and Human Resources from their supervisor on the day they commence working for the County; and be it further

2nd RESOLVED, that the Department of Civil Service and Human Resources is hereby authorized, empowered and directed to work collaboratively with each County department to establish a uniform policy to deliver "Know Your Rights" material to employees at the beginning of their employment; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County
RESOLUTION NO. -2018, ENSURING TIMELY REPORTING
OF SEXUAL HARASSMENT AND DISCRIMINATION
INFORMATION TO THE LEGISLATURE

WHEREAS, sexual harassment and discrimination are endemic problems in
workplaces throughout the United States; and

WHEREAS, recent revelations of sexual harassment and misconduct among
high profile leaders in business, entertainment and government have highlighted these issues
and sparked renewed conversations about the depth of these problems; and

WHEREAS, the County of Suffolk, with over 10,000 employees, is not immune
from these issues, despite its best efforts to eradicate sexual harassment and discrimination in
the workplace; and

WHEREAS, the County has procedures governing the internal discipline of
employees who engage in improper behavior and is subject to state and federal laws prohibiting
sexual harassment and discrimination; and

WHEREAS, in order to make appropriate policy determinations to address
matters of harassment and discrimination, the County Legislature should be provided with
statistics and information on sexual harassment and discrimination cases involving the County
or its employees on a regular basis; and

WHEREAS, annual reporting of sexual harassment and discrimination statistics
would provide the policymaking body of the County with critical information to ensure that the
workforce is adequately protected from these predatory behaviors; now, therefore be it

1st RESOLVED, that the Director of Labor Relations is hereby authorized,
empowered and directed to provide statistics on the number, type, and disposition of employee
disciplinary proceedings involving sexual harassment or discrimination for each County
department during the calendar years 2015, 2016 and 2017 to each County Legislator within 90
days of the effective date of this resolution; and be it further

2nd RESOLVED, that the County Attorney is hereby authorized, empowered and
directed to provide a list of all sexual harassment and discrimination claims filed against the
County in court or before administrative bodies, with information on the case status and
disposition for the 2015, 2016 and 2017 calendar years, to each County Legislator within 90
days of the effective date of this resolution; and be it further

3rd RESOLVED, beginning in 2019 and continuing every year thereafter, the Director
of Labor Relations shall provide statistics on the number, type, and disposition of employee
disciplinary proceedings involving sexual harassment or discrimination for each County
department during the preceding calendar year, to each County Legislator by February 28th of
each year; and be it further

4th RESOLVED, beginning in 2019 and continuing every year thereafter, the County
Attorney shall provide a list of all sexual harassment and discrimination claims filed against the
County in court or before administrative bodies, with information on the status of any open case or case disposition during the preceding calendar year, to each County Legislator by February 28th of each year; and be it further

5th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:reslv-sexual-harassment-information-legislature
RESOLUTION NO. -2018, ESTABLISHING AN
"OPERATION SAFE STOP" POSTER CONTEST FOR
SUFFOLK COUNTY SCHOOLS

WHEREAS, Resolution No. 260-2017 established April 27th as "Operation Safe Stop Day" in Suffolk County to raise awareness about driver safety when approaching stopped school buses; and

WHEREAS, "Operation Safe Stop" is a program which seeks to educate drivers and pedestrians about the dangers of illegal passing of school buses by motorists in Suffolk County and New York State; and

WHEREAS, in addition to motorist education, children riding school buses also need to be aware of safety issues when they exit and enter a school bus; and

WHEREAS, an annual poster contest related to "Operation Safe Stop" for elementary school students would serve to increase awareness of this critical safety issue among children and their parents and may help prevent accidents caused by illegal motorist passing of school buses; now, therefore be it

1st RESOLVED, that the Office of the Presiding Officer of the County Legislature shall conduct an annual "Operation Safe Stop" campaign in elementary level schools throughout Suffolk County, inviting students to participate in a poster contest requiring a student's interpretation of what can be done to protect children and educate motorists about the dangers of passing stopped school buses; and be it further

2nd RESOLVED, that any Legislator who wishes to participate in this contest shall send a letter and a copy of the "Operation Safe Stop" pamphlet, published pursuant to the 5th RESOLVED clause of this resolution, to the Superintendents of public school districts located within their pertinent legislative district, advising the school as to the contest; and be it further

3rd RESOLVED, that each participating Legislator shall judge entries made by elementary school students and recommend one (1) winner from each school in their district as a finalist. Participating Legislators shall then recommend one (1) of the finalist posters to the Presiding Officer to represent their legislative district; and be it further

4th RESOLVED, that the deadline for submitting eligible posters shall be February 28th of each year beginning in 2019; the Legislative Office of Budget Review shall then select the winning poster, which shall be announced by the Presiding Officer at the first regular scheduled meeting of the Legislature in April each year; and be it further

5th RESOLVED, that the Suffolk County Police Department is hereby authorized, empowered and directed to prepare or obtain a publication on "Operation Safe Stop" for dissemination to the public by September 1, 2018, and beginning in 2019, shall distribute such publication to all legislators and the public on or before January 15th of each year, incorporating the prior year's poster contest winner into the materials, if possible; and be it further
6th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\r-operation-safe-stop-poster-contest
RESOLUTION NO. - 2018, ADOPTING LOCAL LAW NO. -2018, A LOCAL LAW RESTORING AFFORDABILITY REQUIREMENTS FOR RESIDENTIAL DEVELOPMENTS CONNECTING TO A SEWER DISTRICT

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2018, a proposed local law entitled, "A LOCAL LAW RESTORING AFFORDABILITY REQUIREMENTS FOR RESIDENTIAL DEVELOPMENTS CONNECTING TO A SEWER DISTRICT"; now, therefore be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -2018, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW RESTORING AFFORDABILITY REQUIREMENTS FOR RESIDENTIAL DEVELOPMENTS CONNECTING TO A SEWER DISTRICT

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that Local Law No. 20-2007 established a condition that residential housing developments located outside the boundaries of a County sewer district set aside at least 20% of the development's units for affordable housing in order to connect to a sewer district.

This Legislature further finds that Local Law No. 2-2017 lowered the threshold for outside connections to County sewer districts from a 20% affordable component to a 15% requirement. Local Law No. 2-2017 also introduced a schedule reducing connection fees for residential developments located outside a sewer district, on a sliding scale basis.

This Legislature determines that the prospect of lowered sewer connection fees has failed to incentivize the creation of affordable housing. That being the case, the Legislature concludes that the 20% affordability requirement for outside sewer connection fees should be restored and the fee reduction schedule repealed.

Therefore, the purpose of this local law is to restore the requirement that residential developments seeking to connect to County sewer districts have a 20% affordability component and to eliminate the fee reduction schedule authorized by Local Law No. 2-2017.

Section 2. Amendments.

Section 740-45 of the SUFFOLK COUNTY CODE is hereby amended as follows:

§ 740-45. Connection by premises outside district.
C. Affordable housing considerations.

(1) No contract between the Administrator and an applicant from outside the geographical boundaries of a district may be entered into unless, in the case of a residential housing development or a development that includes a residential component, which consists of 10 or more units only, the housing development or component is comprised of no less than [15%] 20% of units that are set aside for homebuyers or renters in a manner which conforms with the income requirements set forth in §A36-2D(2)(c) of the Suffolk County Administrative Code. The affordable unit shall be constructed at the site of the development that is connecting to a County sewer district facility.

[(4) The normal connection fee for a residential housing development which satisfies these affordable housing requirements, set forth herein, shall be reduced in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Percentage of Development Units that are Affordable</th>
<th>Reduction in Connection Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>25%</td>
<td>26%</td>
</tr>
<tr>
<td>30%</td>
<td>32%</td>
</tr>
<tr>
<td>35%</td>
<td>38%</td>
</tr>
<tr>
<td>40%</td>
<td>44%</td>
</tr>
<tr>
<td>45%</td>
<td>50%</td>
</tr>
<tr>
<td>50%</td>
<td>56%</td>
</tr>
<tr>
<td>55%</td>
<td>62%</td>
</tr>
<tr>
<td>60%</td>
<td>68%</td>
</tr>
<tr>
<td>65%</td>
<td>74%</td>
</tr>
<tr>
<td>70%</td>
<td>80%</td>
</tr>
<tr>
<td>75%</td>
<td>100%</td>
</tr>
</tbody>
</table>

Section 3. Applicability.

This law shall apply to residential housing projects that obtain formal approval from the Suffolk County Sewer Agency to connect to a County sewer district on or after the effective date of this law.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder
thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

This law shall take effect immediately upon its filing in the Office of the Secretary of State.

[ ] Brackets denote deletion of existing language

___ Underlining denotes addition of new language

DATED:

APPROVED BY:

_____________________________
County Executive of Suffolk County

Date:

s:\laws\-restore-affordability-requirements-sewers
RESOLUTION NO. 2018, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS RECEIVED FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO THE SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE, UNDER THE CRIMES AGAINST REVENUE PROGRAM (CARP)

WHEREAS, New York State Division of Criminal Justice has awarded grant funds to the Suffolk County District Attorney's Office for the Crimes Against Revenue Program (CARP); and

WHEREAS, this grant provides funding for personnel, fringe benefits, and undercover expenses for the investigation and prosecution of individuals who violate the law by refusing to pay tax and other revenue related obligations associated with legal and illegal activities; and

WHEREAS, the goal of the program is to reclaim lost revenue and increase voluntary compliance with applicable laws; and

WHEREAS, the award period begins January 1, 2018 and runs through December 31, 2018; in which time the County will receive 100% grant funding in the amount of $1,605,500; and

WHEREAS, this program is a continuation and renewal of the 2018 CARP program; and

WHEREAS, said funds have not been included in the 2018 Requested Operating Budget; no additional positions will be created for this program; and $1,294,213 in personnel expenses, $240,127 in fringe benefits and $71,160 in undercover investigation expenses have been included in this grant award; now therefore, be it

1st RESOLVED, the County Comptroller be, and is hereby authorized to accept and appropriate said grant funds as follows;

Crimes Against Revenue (CARP) - $1,605,500

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>1142</td>
<td>3355</td>
<td>$1,605,500</td>
</tr>
</tbody>
</table>
ORGANIZATIONS:

Suffolk County District Attorney (DIS)
Crimes Against Revenue Program Grant (CARP)
003-DIS-1142 $1,605,500

1000-PERSONNEL SERVICES: $1,294,213

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>DEG</td>
<td>1142</td>
<td>1110</td>
<td>0000</td>
<td>Interim Salaries</td>
<td>$1,294,213</td>
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</tbody>
</table>

4000-CONTRACTUAL EXPENSES: $71,160

<table>
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<tr>
<th>Fund</th>
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<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
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<td>Special Services</td>
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</table>

8000-EMPLOYEE BENEFITS: $240,127

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<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
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<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
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<td>003</td>
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<td>1142</td>
<td>8280</td>
<td>0000</td>
<td>Retirement</td>
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<tr>
<td>003</td>
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<td>8330</td>
<td>0000</td>
<td>Social Security</td>
<td>$48,715</td>
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<tr>
<td>039</td>
<td>EMP</td>
<td>ODE</td>
<td>9060</td>
<td>8360</td>
<td>0000</td>
<td>Major Medical Claims</td>
<td>$119,305</td>
</tr>
<tr>
<td>003</td>
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<td>1142</td>
<td>8380</td>
<td>0000</td>
<td>Welfare Benefits Fund</td>
<td>$8,964</td>
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Interfund Transfer

9000-INTERFUND TRANSFERS: $119,305

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>DEG</td>
<td>1142</td>
<td>9550</td>
<td>0000</td>
<td>Tr to Fd 039 Self Hlth Ins</td>
<td>$119,305</td>
</tr>
</tbody>
</table>
and be it further

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

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$119,305</td>
</tr>
</tbody>
</table>

and be it further

3rd RESOLVED, that the County Executive be and hereby is authorized to execute the grant related agreement between Suffolk County and the New York State Division of Criminal Justice Services.

4th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County
Date of Approval
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2018, ACCEPTING AND APPROPRIATING 100% FUNDING FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES TO IDENTIFY AND PROVIDE DIRECT SERVICES TO YOUTH SURVIVORS OF HUMAN TRAFFICKING AND COMMERCIALY SEXUALLY EXPLOITED CHILDREN AND AUTHORIZING THE COUNTY EXECUTIVE AND THE COMMISSIONER OF SOCIAL SERVICES TO EXECUTE A CONTRACT

WHEREAS, the New York State Office of Children and Family Services (OCFS) has awarded Suffolk County Department of Social Services as the recipient of 100% funding to identify and provide direct services to youth survivors of human trafficking and commercially sexually exploited children (CSEC); and,

WHEREAS, the Suffolk County Department of Social Services plans to contract with the Education and Assistance Corporation, Inc. (EAC) Safe Harbour Program, to assist in identifying and providing direct services to youth, and provide community awareness and skill building training; and

WHEREAS, this grant of $92,820 for the period January 1, 2018 through December 31, 2018 from the NYS OCFS will be used to serve survivors of trafficking and CSEC; and,

WHEREAS, said funds have not been included in the 2018 Adopted Operating Budget; now, therefore, be it

1st RESOLVED, that the County Comptroller be and they are hereby authorized to accept $92,820 and appropriate said grant funds as follows:

New York State Office of Children and Family Services (OCFS) $92,820

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DSS</td>
<td>6019</td>
<td>3610</td>
<td>$92,820</td>
</tr>
</tbody>
</table>
ORGANIZATIONS

Department of Social Services
New York State Office of Children and Family Services
003-DSS-6019
$92,820

4000-CONTRACTUAL EXPENSES $92,820

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Psuedo Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DSS</td>
<td>DEG</td>
<td>6019</td>
<td>4770</td>
<td>JSP1</td>
<td>Education and Assistance Corporation (EAC), Safe Harbour Program</td>
<td>$92,820</td>
</tr>
</tbody>
</table>

2nd RESOLVED, that the County Executive and the Commissioner of Social Services be and they are hereby authorized to execute a contract with the Education and Assistance Corporation, Inc. for the Safe Harbour program; and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date:
September 12, 2017

Mr. John O'Neill
Commissioner
Suffolk County Department of Social Services
P.O. Box 18100
Hauppauge, NY 11788-8900

Dear Commissioner O'Neill,

We are pleased to have your continued participation in the Safe Harbour: NY program in 2018. This letter confirms that Suffolk County has been provided an allocation of $82,820 for the continuation of Safe Harbour programming for the calendar year 2018. We look forward to continuing to work with you as a valuable partner in this endeavor.

Please find attached the allowable use of funds document, a summary of the Safe Harbour resources and commitments, a listing of important events and deadlines, Safe Harbour program contact information, and the 2017 program report and 2018 program plan template. Please submit the program report, plan, and budget to our office by November 1, 2017 so it may be reviewed in advance of program spending. 2018 claiming instructions will be sent out in a separate mailing.

Thank you again for all the work you have already done to build a county-wide system response to child trafficking and exploitation. If you have any further questions, please contact our office at 518-474-4110 or via e-mail at humantrafficking@ocfs.ny.gov.

Sincerely,

[Signature]
Madeline Hannan, MSW
Anti-Trafficking Coordinator

Att. (5)
CC: Dennis Nowak, DSS Division Administrator
    Robin Barnett, DSS Assistant Division Administrator
    Yolanda Desarme, OCFS Regional Director
    Matt Beck, OCFS Director Vulnerable Populations
    Karen Sessions, OCFS Youth Development Specialist
RESOLUTION NO. 2018, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS RECEIVED FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES IN THE AMOUNT OF $283,210 TO THE SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE, FOR THE MOTOR VEHICLE THEFT AND INSURANCE FRAUD PREVENTION GRANT PROGRAM

WHEREAS, New York State Division of Criminal Justice has awarded grant funds to the Suffolk County District Attorney's Office for the 2018 Motor Vehicle Theft and Insurance Fraud Prevention (MVTIFP) grant program; and

WHEREAS, the goal of the program is to reduce the incidence of these crimes within Suffolk County through a coordinated approach of law enforcement, crime analysis and legal entities utilizing integrated means to detect, prevent, apprehend and prosecute these crimes; and

WHEREAS, the award period begins January 1, 2018 and runs through December 31, 2018 in which time the County will receive 100% grant funding in the amount of $283,210; and

WHEREAS, no additional positions will be created for this program; $263,084 for personnel expenses, and $20,126 for fringe expenses have been included in this grant award; and

WHEREAS, said funds have not been included in the 2018 Proposed Operating Budget; now, therefore be it

1st

RESOLVED, the County Comptroller is hereby are authorized to accept and appropriate said grant funds as follows;

Motor Vehicle Theft and Insurance Fraud Prevention (MVTIFP)

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>1156</td>
<td>3330</td>
<td>$283,210</td>
</tr>
</tbody>
</table>

ORGANIZATION:

District Attorney (DIS)
MVTIFP
003-DIS-1156
$283,210
1000-PERSONNEL SERVICES: $263,084

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>DEG</td>
<td>1156</td>
<td>1110</td>
<td>0000</td>
<td>Interim Salaries</td>
<td>$263,084</td>
</tr>
</tbody>
</table>

8000-EMPLOYEE BENEFITS: $20,126

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>DEG</td>
<td>1156</td>
<td>8330</td>
<td>0000</td>
<td>Social Security</td>
<td>$20,126</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute the grant related agreement between Suffolk County and the New York State Division of Criminal Justice Services; and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of determination of non-applicability or non-significance in accordance with this resolution.

DATED: 

APPROVED BY: 

County Executive of Suffolk County
Date of Approval
RESOLUTION NO. 2018, AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW ENHANCED SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM 2014 REFERENDUM—LAND PURCHASES FOR OPEN SPACE PRESERVATION (CP8732.210) — FOR THE DAMMEYER PROPERTY— MASTIC/SHIRLEY CONSERVATION AREA (TOWN OF BROOKHAVEN—SCTM#S 0209-033.00-02.00-079.000, 0209-033.00-06.00-009.000, 0209-027.00-06.00-052.000 & 0209-027.00-08.00-017.000)

WHEREAS, Local Law No. 31-2014, a Charter Law Amending the ½% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County Charter Article XII A; and

WHEREAS, in November of 2014, two-thirds of Suffolk County voters approved Proposition No. 5-2014, enacting the provisions of Resolution No. 579-2014. Local Law No. 31-2014, "A Charter Law Amending the ½% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Property Fund Tax Relief for Suffolk County." This Proposition recognized the essential nature of the Drinking Water Protection Program to the well-being of the County's drinking water supply and required $29.4 million in serial bonds be issued through the Capital Program for water quality protection program projects; and

WHEREAS, THE 2016 Adopted Capital Budget contains three water quality protection 2014 Referendum capital projects totaling $29.4 million; CP 8732 for land purchases ($20.0 million), CP 8733 for water quality projects ($4.7 million), CP 8734 for sewer improvement projects ($4.7 million); and

WHEREAS, this capital project provides $20 million in serial bond funding for the acquisition by the County, by fee, lease or easement, of interests in land associated with the Suffolk County Drinking Water Protection Program; and

WHEREAS, Resolution Nos. 877-2005, 466-2016 & 103-2017, authorized planning/appraisal steps and Procedural Motion No. 16-2017 authorized acquisition of said property; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and has approved the purchase price and authorized the Director of Real Estate and/or his designee to negotiate the acquisition; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an offer to acquire the subject property was made to and accepted by the owner of said property; and

WHEREAS, contracts to acquire said property were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Estate
and/or his designee and approved as to legality form by the Office of the County Attorney; now, therefore, be it:

1st

RESOLVED, that the County of Suffolk hereby approves the acquisition of the subject property set forth below under the New Enhanced Suffolk County Drinking Water Protection Program, effective as of June 14, 2016, Open Space component, for a total purchase price of Thirty Five Thousand Five Hundred Dollars ($35,500), subject to a final survey; and hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments:

<table>
<thead>
<tr>
<th>PARCEL:</th>
<th>SUFFOLK COUNTY TAX MAP NUMBER:</th>
<th>ACRES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 1</td>
<td>District 0209</td>
<td>0.09+ acres</td>
</tr>
<tr>
<td></td>
<td>Section 033.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Block 02.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot 079.00</td>
<td></td>
</tr>
<tr>
<td>No. 2</td>
<td>District 0209</td>
<td>0.21+ acres</td>
</tr>
<tr>
<td></td>
<td>Section 033.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Block 06.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot 009.00</td>
<td></td>
</tr>
<tr>
<td>No. 3</td>
<td>District 0209</td>
<td>0.23+ acres</td>
</tr>
<tr>
<td></td>
<td>Section 027.00</td>
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<tr>
<td></td>
<td>Block 06.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot 052.00</td>
<td></td>
</tr>
<tr>
<td>No. 4</td>
<td>District 0209</td>
<td>0.14+ acres</td>
</tr>
<tr>
<td></td>
<td>Section 027.00</td>
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<tr>
<td></td>
<td>Block 08.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot 017.00</td>
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</tr>
</tbody>
</table>

; and be it further

2nd

RESOLVED, that the Director of Real Estate and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section C42-3(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Enhanced Suffolk County Drinking Water Protection Program, effective June 14, 2016, Section C12A-2(B)(1) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of Thirty Five Thousand Five Hundred Dollars ($35,500), subject to a final survey; and, be it further

3rd

RESOLVED, that the County Comptroller is hereby authorized to reserve and to pay $35,500, subject to a final survey, from previously appropriated funds in capital project 525-CAP-8732.210 for the New Enhanced Suffolk County Drinking Water Protection Program, 2014 Referendum, effective as of June 14, 2016, pursuant to the new Article XIIA of the SUFFOLK COUNTY CHARTER, Section C12A-2(B)(1); and, be it further

4th

RESOLVED, that the Director of Real Estate and/or his designee; the Division of Planning and Environment; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be
necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

5th RESOLVED, that the acquisition of such parcel(s) meets the following criteria as required under Section C12-2(B)(1) of the SUFFOLK COUNTY CHARTER:

a.) freshwater/tidal wetlands and buffer lands for same;
d.) lands determined by the County Department of Planning to be necessary for maintaining the quality of surface and/or groundwater in Suffolk County; and, be it further

6th RESOLVED, that the subject parcel(s) shall be transferred to the County Department of Parks, Recreation and Conservation for passive recreational use; and, be it further

7th RESOLVED, that the above activity is an unlisted action pursuant to the provisions of Title 6 NYCRR, Part 617; and, be it further

8th RESOLVED, that the project will not have a significant effect on the environment for the following reasons:

1.) the proposed action will not exceed any of the criteria of 6 NYCRR, Section 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form; and

2.) the proposed use of the subject parcel(s) is passive parks; and

3.) if not acquired, the property will most likely be developed for residential purposes; incurring far greater environmental impact than the proposed acquisition and preservation of the site would have; and, be it further

9th RESOLVED, that in accordance with Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the Suffolk County Council on Environmental Quality is hereby directed to prepare and circulate any appropriate notices or determinations in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
1. Type of Legislation
   Resolution _X_  Local Law _____  Charter Law _____

2. Title of Proposed Legislation
   RESOLUTION NO. 2018, AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW ENHANCED SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM 2014 REFERENDUM–LAND PURCHASES FOR OPEN SPACE PRESERVATION (CP8732.210) – FOR THE DAMMEYER PROPERTY– MASTIC/SHIRLEY CONSERVATION AREA (TOWN OF BROOKHAVEN – SCTM#’S 0209-033.00-02.00-079.000, 0209-033.00-06.00-009.000, 0209-027.00-06.00-052.000 & 0209-027.00-08.00-017.000)

3. Purpose of Proposed Legislation
   SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact?   Yes _X_ No ___

5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)
   County  Town  Economic Impact
   Village  School District  Other (Specify):
   Library District  Fire District

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   Upon adoption. Funding authorized under previously appropriated resolution 466-2016 and bond resolution 467-2016.

10. Typed Name & Title of Preparer
    Nicholas E. Paglia Jr.
    Chief Budget Examiner

11. Signature of Preparer
    [Signature]

12. Date
    December 26, 2017

SCIN FORM 175b (10/95)
### General Fund

<table>
<thead>
<tr>
<th>2018</th>
<th>2018 Property Tax Levy</th>
<th>2018 Cost To Avg Taxpayer</th>
<th>2018 Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
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</table>

### Police District and District Court

<table>
<thead>
<tr>
<th>2018</th>
<th>2018 Property Tax Levy</th>
<th>2018 Cost To Avg Taxpayer</th>
<th>2018 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

### Combined

<table>
<thead>
<tr>
<th>2018</th>
<th>2018 Property Tax Levy</th>
<th>2018 Cost To Avg Taxpayer</th>
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</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Notes:**
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3) Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office
RESOLUTION NO. - 2018, AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW ENHANCED SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM 2014 REFERENDUM—LAND PURCHASES FOR OPEN SPACE PRESERVATION (CP 8732.210) - FOR THE SUSNJARA ESTATE PROPERTY—FLANDERS PRESERVE ADDITION/PINE BARRENS CORE (TOWN OF SOUTHAMPTON - SCTM# 0900-198.00-03.00-005.000)

WHEREAS, Local Law No. 31-2014, a Charter Law Amending the ¼% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County Charter Article X1IA; and

WHEREAS, in November of 2014, two-thirds of Suffolk County voters approved Proposition No. 5-2014, enacting the provisions of Resolution No. 579-2014. Local Law No. 31-2014, “A Charter Law Amending the ¼% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Property Fund Tax Relief for Suffolk County.” This Proposition recognized the essential nature of the Drinking Water Protection Program to the well-being of the County’s drinking water supply and required $29.4 million in serial bonds be issued through the Capital Program for water quality protection program projects; and

WHEREAS, THE 2016 Adopted Capital Budget contains three water quality protection 2014 Referendum capital projects totaling $29.4 million; CP 8732 for land purchases ($20.0 million), CP 8733 for water quality projects ($4.7 million), CP 8734 for sewer improvement projects ($4.7 million); and

WHEREAS, this capital project provides $20 million in serial bond funding for the acquisition by the County, by fee, lease or easement, of interests in land associated with the Suffolk County Drinking Water Protection Program; and

WHEREAS, Resolution Nos. 264-2002 and 466-2016 authorized planning/appraisal steps for the acquisition of said property and Procedural Motion No. 16-2017 which authorized the acquisition of said property; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and has approved the purchase price and authorized the Director of Real Estate and/or his designee to negotiate the acquisition; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an offer to acquire the subject property was made to and accepted by the owner of said property; and

WHEREAS, contracts to acquire said property were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Estate
and/or his designee and approved as to legality form by the Office of the County Attorney; now, therefore, be it:

1st

RESOLVED, that the County of Suffolk hereby approves the acquisition of the subject property set forth below under the New Enhanced Suffolk County Drinking Water Protection Program, effective as of June 14, 2016, Open Space component, for a total purchase price of Forty Nine Thousand Four Hundred Fifty Dollars ($49,450.00+), at Fourteen Thousand Nine Hundred Fifty Dollars ($14,950.00+) for 2.3+ acres at Six Thousand Five Hundred Dollars ($6,500) per acre, and Thirty Four Thousand Five Hundred Dollars ($34,500) Pine Barren Credits, at Seventy Five Thousand Dollars ($75,000) for 0.46 credits, subject to a final survey; and hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments:

<table>
<thead>
<tr>
<th>PARCEl: No. 1</th>
<th>Suffolk County</th>
<th>Acres: 2.3+</th>
</tr>
</thead>
<tbody>
<tr>
<td>District 0900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 198.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Block 03.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 005.000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

REPUTED OWNER
AND ADDRESS:
Estate of Gary M. Susnjara
30 Sutton Place, Apt. 5B
New York, NY 10022

; and be it further

2nd

RESOLVED, that the Director of Real Estate and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section C42-3(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Enhanced Suffolk County Drinking Water Protection Program, effective June 14, 2016, Section C12A-2(B)(1) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of Forty Nine Thousand Four Hundred Fifty Dollars ($49,450.00+), subject to a final survey; and, be it further

3rd

RESOLVED, that the County Comptroller is hereby authorized to reserve and to pay $49,540.00, subject to a final survey, from previously appropriated funds in capital project 525-CAP-8732.210 for the New Enhanced Suffolk County Drinking Water Protection Program, 2014 Referendum, effective as of June 14, 2016, pursuant to the new Article XIA of the SUFFOLK COUNTY CHARTER, Section C12A-2(B)(1); and, be it further

4th

RESOLVED, that the Director of Real Estate and/or his designee, the Division of Planning and Environment; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

5th

RESOLVED, that the acquisition of such parcel(s) meets the following criteria as required under Section C12-2(B)(1) of the SUFFOLK COUNTY CHARTER:

c.) any tract of land located fully or partially within the statutorily designated Special Groundwater Protection Area:
d.) lands determined by the County Department of Planning to be necessary for maintaining the quality of surface and/or groundwater in Suffolk County; and, be it further

6th RESOLVED, that the subject parcel(s) shall be transferred to the County Department of Parks, Recreation and Conservation for passive recreational use; and, be it further

7th RESOLVED, that the above activity is an unlisted action pursuant to the provisions of Title 6 NYCRR, Part 617; and, be it further

8th RESOLVED, that the project will not have a significant effect on the environment for the following reasons:

1.) the proposed action will not exceed any of the criteria of 6 NYCRR, Section 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form; and

2.) the proposed use of the subject parcel(s) is passive parks; and

3.) if not acquired, the property will most likely be developed for residential purposes; incurring far greater environmental impact than the proposed acquisition and preservation of the site would have; and, be it further

9th RESOLVED, that in accordance with Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the Suffolk County Council on Environmental Quality is hereby directed to prepare and circulate any appropriate notices or determinations in accordance with this resolution.

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date of Approval:
1. Type of Legislation

Resolution X Local Law ___ Charter Law ___

2. Title of Proposed Legislation

RESOLUTION NO. 2018- AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW ENHANCED SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM 2014 REFERENDUM–LAND PURCHASES FOR OPEN SPACE PRESERVATION (CP 8732.210) - FOR THE SUSNJARA ESTATE PROPERTY–FLANDERS PRESERVE ADDITION/PINE BARRENS CORE (TOWN OF SOUTHAMPTON - SCTM# 0900-198.00-03.00-005.000)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
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</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
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<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
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</table>

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

N/A

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

Upon adoption. Funding authorized under previously appropriated resolution 466-2016 and bond resolution 467-2016.

10. Typed Name & Title of Preparer

Nicholas E. Paglia Jr. Chief Budget Examiner

11. Signature of Preparer

[Signature]

12. Date

December 26, 2017

SCIN FORM 175b (10/95)
## FINANCIAL IMPACT
### 2018 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

<table>
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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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## NOTES:

3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
RESOLUTION NO. -2018, APPOINTING DONALD B. MCKAY
AS A MEMBER OF THE SUFFOLK COUNTY BOARD OF
TRUSTEES OF PARKS, RECREATION AND CONSERVATION
(TOWN OF HUNTINGTON)

WHEREAS, Resolution No. 1025-2012 reappointed Alexander Glenn McKay as
a member of the Suffolk County Board of Trustees of Parks, Recreation and Conservation
representing the Town of Huntington; and

WHEREAS, Alexander McKay passed away on August 18, 2017 which resulted
in a vacancy on the Suffolk County Board of Trustees of Parks, Recreation and Conservation;
and

WHEREAS, Alexander McKay’s term on the Board expired on November 30, 2017; and

WHEREAS, the Supervisor of the Town of Huntington has recommended the
appointment of Donald B. McKay to represent the Town of Babylon on said Board; now,
therefore be it

1st RESOLVED, that Donald B. McKay, currently residing in Dix Hills, New York,
be hereby appointed as a member of the Suffolk County Board of Trustees of Parks, Recreation
and Conservation, as the representative of the Town of Huntington for a term of office to expire
on November 30, 2022.

DATED:

APPROVED BY:

_____________________________________
County Executive of Suffolk County

Date:
Donald B. McKay
Dix Hills, New York 11746

Education
Bethany College, West Virginia (B.A. Communications 1987)
Leadership Huntington (2000)

Employment
Director of Parks and Recreation (2006 – Present)
Town of Huntington

- Responsible for oversight of $6.6 million annual budget; full-time staff of 15 and part-time and summer seasonal staff of 400.
- Oversee operation of Dix Hills Park complex including outdoor pool, picnic area and indoor ice skating facility.
- Responsible for assigning and scheduling 86 fields and facilities for an estimated 40 youth and adult sport organizations.
- Operate five summer camp programs, four playground programs and three pre-school summer programs.
- Oversee operations at eight beaches during summer months (managers, lifeguards, gate attendants).
- Oversee operation of Crab Meadow and Dix Hills golf courses.
- Developed and manage Town’s Public Access Defibrillation program (AED).
- Assist in the planning, design and construction of multi-million dollar capital projects.

Public Information Officer (2001 – 2006)
Town of Huntington

- Spokesman for Supervisor and Town. Duties included researching, writing and distributing media advisories and press releases for Supervisor, Town Board members and departments. Also planned, organized and oversaw press conferences.
- Served as Supervisor’s liaison to Town Board appointed advisory committees, community groups, fire departments, civic associations and social gatherings.
- Oversaw editorial content of Town website.
- Plan, coordinate and oversaw Town sponsored special events (9-11 memorials, inaugurations, dedications).
- Prepare remarks, speaking points and speeches for Supervisor and Town Board members.

Professional and organization memberships:

Long Island Leisure Services Association, Board of Directors

New York State Recreation and Parks Association

National Recreation and Park Association

Cow Harbor Warriors, Past President, Board of Directors

Making Headway Foundation Inc.

Erika Josephson Golf Committee

United States Golf Association
Dear County Executive Bellone,

The Town of Huntington lost an incredible friend and stalwart supporter of County parks with the passing of Alexander McKay this fall. Alex represented the Town of Huntington on the Suffolk County Parks Board of Trustees since 1975. I wish to recommend a candidate to fill the vacancy. Please consider appointing Alex’s son, Donald McKay, to this role. Don has parks interest, experience, and commitment to carry this legacy forward on behalf of the Town of Huntington.

Don is the director of the Town of Huntington Parks and Recreation Department, a position he has held for 12 years. The Town of Huntington has a rich program of parks and recreation activities that Don oversees. Don has a thorough understanding of parks issues. He has been a recreation and conservation advocate through the many other regional roles in which he has represented the Town and in his personal volunteer life. He makes presentations regularly to local civic organizations and has presented at New York Recreation and Park Society conferences.

Don is familiar with the County parks in the Town, as well as the Town parks. He knows the agreements in place that allow local use of County-owned, Town-developed and programmed properties. Don shows commitment constantly, reviewing parklands and suggesting enhancements. He is informed on the work of the Town’s Environmental Open Space and Park Fund Advisory (EOSPA) Committee, which has been vital to Town parkland acquisition and improvement efforts over the past 19 years.

Prior to working with the Town’s Department of Parks and Recreation, Don was the Town’s Public Information Officer. He worked in the Town Office of Citizen Affairs and as a legislative aide in the Town Council Office before that. Before he came into the Town’s employment, he was a local newspaper reporter. Don’s communication skills are strong, as is his ability to synthesize information and report on it. These abilities, combined with his enthusiasm for and genuine love and appreciation of parks will serve the County Board of Parks Trustees well.

I have attached a copy of Don’s resume. Thank you for your consideration of Donald McKay to fill the appointed volunteer role of Huntington representative to the County Board of Park Trustees.

Very truly yours,

FRANK P. PETRONE
Supervisor

November 30, 2017
cc: William Spencer, County Legislator
    Steven Stern, County Legislator
    Robert Trotta, County Legislator
    Kara Hahn, Chair, SC Parks and Recreation Committee
    Dawn Hopkins, Chair, SC Board of Parks Trustees
    Philip Berdolt, Commissioner, SC Parks, Recreation and Conservation
1. Type of Legislation
   Resolution **X**     Local Law ___     Charter Law ___

2. Title of Proposed Legislation
   APPOINTING DONALD B. MCKAY AS A MEMBER OF THE SUFFOLK COUNTY BOARD OF
   TRUSTEES OF PARKS, RECREATION AND CONSERVATION (TOWN OF HUNTINGTON)

3. Purpose of Proposed Legislation
   Appointing Donald B. McKay to fill the Town of Huntington Vacancy on the Suffolk County Board of
   Trustees of Parks, Recreation and Conservation

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

5. If the answer to item 4 is “yes”, on what will it impact?  (circle appropriate category)
   County  Town  Economic Impact
   Village  School District  Other (Specify):
   Library District  Fire District

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

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

8. Proposed Source of Funding
   N/A

9. Timing Impact
   N/A

10. Typed Name & Title of Preparer
    Emily R. Lauri
    Community Relations Director
    Dept. of Parks, Recreation & Conservation

11. Signature of Preparer
    **Emily R. Lauri**

12. Date
    12/19/17

SCIN FORM 175b (10/95)  Page 1 of 1
2018 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appointing Donald B. McKay as a member of the Suffolk County Board of Trustees of Parks, Recreation and Conservation (Town of Huntington)

PURPOSE OR GENERAL IDEA OF THE BILL: To appoint Donald B. McKay to represent the Town of Huntington on the Suffolk County Board of Trustees of Parks, Recreation and Conservation.

SUMMARY OF SPECIFIC PROVISIONS: This legislation appoints Donald B. McKay to represent the Town of Huntington on the Suffolk County Board of Trustees of Parks, Recreation and Conservation for the term of December 1, 2017 to November 30, 2022.

JUSTIFICATION: Former Parks Trustee Alexander Glenn McKay passed away on August 18, 2017 which left a vacancy on the Board of Parks Trustees. Town of Huntington Supervisor Frank P. Petrone has recommended Donald B. McKay for this position on the Board to represent the Town of Huntington.

FISCAL IMPLICATIONS: NONE
TO: KATIE HORST
INTERGOVERNMENTAL RELATIONS

FROM: PHILIP A. BERDOLT, Commissioner

DATE: December 19, 2017

RE: APPOINTING DONALD B. MCKAY AS A MEMBER OF THE
SUFFOLK COUNTY BOARD OF TRUSTEES OF PARKS,
RECREATION AND CONSERVATION (TOWN OF
HUNTINGTON)

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An
e-mail version of this resolution was sent to CE RESO REVIEW under the file name “RESO-PKS-
Trustee Appointment - Donald McKay.doc”

Should you require anything further, please contact my office at 4-4984.

Enclosures
RESOLUTION NO. - 2018, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE IN THE AMOUNT OF $182,289 FOR THE DNA BACKLOG REDUCTION PROGRAM FY17 ADMINISTERED BY THE SUFFOLK COUNTY OFFICE OF THE MEDICAL EXAMINER, CRIME LABORATORY AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has awarded Suffolk County 100% federal grant funds for the DNA Backlog Reduction Program FY17 to be implemented by the Office of the Medical Examiner, Crime Laboratory; and

WHEREAS, this program aims to reduce DNA backlog by increasing the throughput and timeliness of forensic analysis of evidence submitted to the Biological Sciences Section, and

WHEREAS, this grant has a start date of January 1, 2018 and ends on December 31, 2019 in which the County will receive 100% grant funding in the amount of $182,289 for the DNA Backlog Reduction Program FY17; and

WHEREAS, these funds will be used to purchase replacement thermal recyclers, pipettes, and fund laboratory support staff; and

WHEREAS, these funds are not included in the 2018 Adopted Operating Budget and need to be appropriated; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $182,289 and appropriate said federal grant funds as follows:

DNA Backlog Reduction Program FY17 - $182,289

REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>MED</td>
<td>4751</td>
<td>4439</td>
<td>$182,289</td>
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</table>

ORGANIZATIONS

Suffolk County Office of the Medical Examiner
DNA Backlog Reduction Program FY17
003-MED-4751 $182,289

2000-EQUIPMENT: $34,260

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
</table>
and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:
1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Title of Proposed Legislation
Accepting and appropriating 100% federal grant funds from the U.S. Department of Justice in the amount of $182,289 for the DNA Backlog Reduction Program FY17 administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements.

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate 100% federal grant funds from the U.S. Department of Justice to the Suffolk County Office of the Medical Examiner, Crime Laboratory for the DNA Backlog Reduction Program FY17.

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

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

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

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

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
None

8. Proposed Source of Funding
U.S. Department of Justice, Office of Justice Programs

9. Timing of Impact:
2018-2019

10. Typed Name & Title of Preparer
Liza Wright  
Senior Budget Analyst

11. Signature of Preparer

12. Date
12/18/17

SCIN FORM 175b (10/95)
U.S. Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

September 29, 2017

Mr. Dennis Cohen
County of Suffolk:
100 Veterans Memorial Highway
Hauppauge, NY 11788

Dear Mr. Cohen:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program (Formula) in the amount of $182,269 for County of Suffolk. This funding is for the project titled, "FY 2017 DNA Capacity Enhancement and Backlog Reduction Program."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Monte E. Evans, Grant Manager at (202) 307-5822; and

- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-4786, or you may contact the CSC at ask.casco@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

[Signature]

Alan R. Hanson
Acting Assistant Attorney General

Enclosures
OFFICE FOR CIVIL RIGHTS
Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 29, 2017

Mr. Dennis Cohen
County of Suffolk
100 Veteran Memorial Highway
Hauppauge, NY 11788

Dear Mr. Cohen:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocrr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.
Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_bo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3796m(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(c); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5022(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these non-discrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UserConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), 205(c)(5)).
Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst
<table>
<thead>
<tr>
<th><strong>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</strong></th>
</tr>
</thead>
</table>
| County of Suffolk  
102 Veterans Memorial Highway  
Hauppauge, NY 11788 |
| **4. AWARD NUMBER:** |
| 2017-DN-BX-0991 |
| **5. PROJECT PERIOD:** |
| FROM 01/01/2018 TO 12/31/2019 |
| **5. BUDGET PERIOD:** |
| FROM 01/01/2018 TO 12/31/2019 |
| **6. AWARD DATE** |
| 09/28/2017 |
| **7. ACTION** |
| Initial |
| **8. SUPPLEMENT NUMBER** |
| 60 |
| **9. PREVIOUS AWARD AMOUNT** |
| 0 |
| **10. AMOUNT OF THIS AWARD** |
| $182,289 |
| **11. TOTAL AWARD** |
| $182,289 |

**12. SPECIAL CONDITIONS**

The above grant project is approved subject to such conditions or limitations as are set forth on the attached page(s).

**13. STATUTORY AUTHORITY FOR GRANT**

This project is supported under FY17 (NJJ - S&LLEA DNA/Other Forensics) Pub. L. No. 115-31, 131 Stat. 135, 204; 28 USC 586C

**14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)**

16.741 - DNA Backlog Reduction Program

**15. METHOD OF PAYMENT**

GPRS

**16. TYPE NAME AND TITLE OF APPROVING OFFICIAL**

Alan R. Hanson  
Acting Assistant Attorney General

**18. TYPE NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL**

Dennis Cohen  
Chief Deputy County Executive

**17. SIGNATURE OF APPROVING OFFICIAL**

[Signature]

**19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL**

[Signature]  
11/6/17

**20. ACCOUNTING CLASSIFICATION CODES**

| FISCAL YEAR | CODE | BUD. ACT. OPC. DIV. REG. SUB. POMS AMOUNT |
| --- | --- | --- | --- | --- | --- | --- |
| X | B | DN | 60 | 00 | 00 | 182289 |

**21. SDANGU0169**

OMB FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.
SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"); including OJP; also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795s), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.
4. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP’s approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/ftms.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
SPECIAL CONDITIONS

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/Noncompetitive/procurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000), and are incorporated by reference here.)
SPECIAL CONDITIONS

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm.

14. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 209 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.
SPECIAL CONDITIONS

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.


19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subcontract, contract, subgrant, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
SPECIAL CONDITIONS

20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award—(1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.
SPECIAL CONDITIONS

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
SPECIAL CONDITIONS

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 12513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (“subgrantees”) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Requirement to disclose whether recipient is designated “high risk” by a federal grant-making agency outside of DOJ

If the recipient is designated “high risk” by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient’s past performance, or other programmatic or financial concerns with the recipient. The recipient’s disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
SPECIAL CONDITIONS

26. Privacy; quality assurance; CODIS/NDIS

The recipient shall ensure that each DNA analysis conducted and DNA profile generated under this award is maintained pursuant to all applicable Federal privacy requirements, including those described in 42 U.S.C. section 14132(6)(3).

The recipient shall ensure that all forensic DNA analyses conducted with funding under this award are performed either (1) by accredited government-owned laboratories, or (2) through accredited fee-for-service vendors. Accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community.

The recipient shall ensure that any laboratory that conducts forensic DNA analyses under this award undergoes external audits, not less than once every two years, that demonstrate compliance with the Quality Assurance Standards for Forensic DNA Testing Laboratories established by the Director of the Federal Bureau of Investigation.

The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS). No profiles generated with funding from this award may be entered into any non-governmental database without prior express written approval from NIJ.

If any government-owned forensic laboratory that will receive funding under this award to conduct forensic DNA analyses is not a member of NDIS, the laboratory must have a written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and, where applicable, uploaded into NDIS.

If the recipient operates a state-designated DNA database laboratory, the recipient shall ensure that analyses of DNA database samples and reviews of associated DNA profiles conducted with funding under this award are performed by a laboratory that (1) is accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and (2) undergoes external audits, not less than once every two years, that demonstrate compliance with the requirements of the Quality Assurance Standards for DNA Databasing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that any DNA database samples analyzed with funding under this award are analyzed for all 20 CODIS core STR loci, using commercially available PCR kits accepted by NDIS. The recipient shall also ensure that all profiles obtained from DNA database samples with funding from this award are entered into CODIS within 90 days of completion of analysis, and uploaded into NDIS.

The recipient agrees to notify NIJ promptly upon any change in the accreditation status of any of the forensic science laboratories that receive funding under this award, or their participation in NDIS.

27. No research; nonsupplanting of State or local government funds

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ program manager for the award.

The recipient shall ensure that Federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local government sources for activities funded through this award.

The recipient agrees to notify NIJ promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.
SPECIAL CONDITIONS

28. The recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of backlogged forensic DNA cases that will be analyzed within twenty-four months using the funds provided under this fiscal year 2017 award, above and beyond those that will be analyzed using funds from other sources.

If applicable, the recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of DNA database samples that will be analyzed, or associated DNA profiles reviewed, within twenty-four months using the funds provided under this fiscal year 2017 award, above and beyond those that can be analyzed or reviewed using funds from other sources.

29. The recipient understands and agrees that gross income (revenues) from fees charged for DNA testing services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied to the NIJ DNA Capacity Enhancement and Backlog Reduction Program by the Department of Justice (DOJ) Grant Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period only may be expended only for permissible uses of funds specifically identified in the solicitation for the NIJ FY 2017 DNA Capacity Enhancement and Backlog Reduction Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the FY 2017 program solicitation.

The recipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

30. The recipient understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for DNA testing services, or if it revises its method of allocating fees received for DNA testing services to program income. Notice must be provided in writing to the NIJ program manager for the award within ten (10) business days of implementation of the change.

31. Absent prior express written approval from NIJ, rates for any lodging charged to the award may not exceed the posted GSA rate for the location. (If the recipient opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.)

32. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

33. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

OIP FORM 4000/2 (REV. 4-88)
34. Semiannual progress report narrative

The recipient agrees that its semiannual progress report narratives will include the following: (1) a summary of project goals for the fiscal year 2017 grant; (2) the grant activities performed during the reporting period; (3) the effects of such grant activities toward achieving each project goal for the fiscal year 2017 grant; (4) a description of any observed increases in evidence submissions; and (5) a description of any issues that may negatively impact project goals for the fiscal year 2017 grant.

Final progress report

The recipient agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of performance under this award. This report will include the following: a summary and assessment of the program carried out with the fiscal year 2017 grant, which shall include a comparison of pre-grant and post-grant DNA-forensic capacity and take into account cumulative performance measure data.

The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

35. Semiannual performance measure data reporting - Forensic DNA casework and capacity enhancement

The recipient agrees to submit applicable performance measure data regarding forensic DNA casework and capacity enhancement at the same time that it submits its semiannual progress reports. These semiannual performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://www.njpmt.org. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the beginning of the award period; and the average number of forensic DNA samples analyzed per analyst/month at the beginning of the award period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the reporting period; and the average number of forensic DNA samples analyzed per analyst/month at the end of the reporting period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the reporting period, the number of forensic biology/DNA cases analyzed during the reporting period using funds provided under this award, and the number of DNA profiles from forensic analyses entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for forensic casework DNA backlog reduction projects -- the number of CODIS hits during the reporting period attributable to the forensic analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.
SPECIAL CONDITIONS

36. Semiannual Performance Measure Data Reporting - DNA database sample analysis and capacity enhancement
If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient agrees to submit applicable performance measure data at the same time that it submits its semiannual progress reports. These semiannual performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://www.ojp.gov. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics for DNA database laboratory capacity enhancement projects - the average number of DNA database samples analyzed per analyst/month at the beginning of the award period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the DNA profile to CODIS at the beginning of the award period; for DNA database backlog reduction projects - the number of backlogged DNA database samples at the beginning of the award period; (2) progress performance metrics (for capacity enhancement projects - the average number of DNA database samples analyzed per analyst/month at the end of the reporting period, the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the reporting period; for DNA database backlog reduction projects - the number of backlogged DNA database samples at the end of the reporting period, the number of DNA database samples analyzed during the reporting period using funds from this award, and the number of DNA profiles from DNA database samples entered into CODIS during the reporting period as a result of the funds provided under this award; and (3) impact performance metrics (for DNA database backlog reduction projects - the number of CODIS hits during the reporting period resulting from DNA database profiles developed using funds provided under this award).

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.
SPECIAL CONDITIONS

37. Final performance measure data reporting
The recipient agrees to submit applicable performance measure data at the same time that it submits its final report. These final performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://www.ojp.gov. With respect to data concerning forensic DNA activities, the final report should contain: (1) for forensic DNA capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the project period; and the average number of forensic DNA samples analyzed per analyst/month at the end of the project period; and (2) for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the project period, the cumulative number of forensic biology/DNA cases analyzed using funds provided under this award, the cumulative number of DNA profiles from forensic analyses entered into CODIS as a result of the funds provided under this award, and the cumulative number of CODIS hits attributable to forensic DNA analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient also agrees to submit applicable performance measure data with its final report. With respect to such data, the final report should contain: (1) for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the project period; the average number of days between the submission of a DNA database sample to the laboratory and the upload to CODIS at the end of the project period, and (2) for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the project period, the cumulative number of DNA database samples analyzed using funds provided under this award, the cumulative number of profiles from DNA database samples entered into CODIS as the result of funds provided under this award, and the cumulative number of CODIS hits resulting from DNA database profiles developed using funds provided under this award.

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. , awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

40. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.
41. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.

42. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

43. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
SPECIAL CONDITIONS

44. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of--(1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

45. The recipient may not obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D), and a Grant Adjustment Notice (GAN) has been issued removing this condition.

46. The recipient must comply with applicable requirements to report first-tier subawards ("subgrantees") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

47. The recipient may not obligate, expend, or draw down any funds until a revised proposal (and any necessary modifications to the budget and budget narrative) has been received and approved by the National Institute of Justice, and a Grant Adjustment Notice has been issued removing this condition.
Memorandum To: Official Grant File

From: Steven Schuetz, Physical Scientist

Subject: Environmental Assessment for County of Suffolk

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality’s Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts. Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of—(1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.
1. STAFF CONTACT (Name & telephone number)

   Morise Evans  
   (202) 307-5822

2. PROJECT DIRECTOR (Name, address & telephone number)

   Joseph Gaeli  
   Forensic Scientist IV  
   725 Veterans Mem. Hwy Bldg. 487  
   PO Box 6100  
   Hauppauge, NY 11788-0069  
   (631) 853-5585

3a. TITLE OF THE PROGRAM

   NIH FY17 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program (Formula)

3b. POMS CODE (See Instructions on Reverse)

4. TITLE OF PROJECT

   NIH FY 17 DNA Capacity Enhancement and Backlog Reduction Program - Suffolk County NY

5. NAME & ADDRESS OF GRANTEE

   County of Suffolk  
   100 Veterans Memorial Highway  
   Hauppauge, NY 11788

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

   FROM: 01/01/2018 TO: 12/31/2019

8. BUDGET PERIOD

   FROM: 01/01/2018 TO: 12/31/2019

9. AMOUNT OF AWARD

   $112,289

10. DATE OF AWARD

   09/29/2017

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See Instruction on Reverse)

   The 2017 Forensic DNA Backlog Reduction program is intended for increasing the throughput and 
timeliness of forensic analysis of evidence submitted to the Suffolk County Crime Laboratory 
Biological Sciences Section. This task is to be completed in two separate ways.

   First, capacity and efficiency will be maintained through the purchase of thermal cyclers and pipettors for analysis of forensic DNA samples. This will allow us to 
maintain and expand capacity to analyze forensic DNA samples.

   Second, funds will be used for the hiring of two contract employees. These analysts will assist in the screening of backlogged biological evidence from criminal 
investigations, including property crime and sexual assault cases with no suspects. The samples processed by these analysts will then undergo DNA analysis and 
the resulting DNA profiles will be entered into the CODIS DNA Database. This may ultimately lead to CODIS hits that can solve these cases. Without the contract
employees, these cases would be backlogged due to our current manpower constraints.

ncx/cxf
TITLE OF BILL: Accepting and appropriating 100% federal grant funds from the U.S. Department of Justice in the amount of $182,289 for the DNA Backlog Reduction Program FY17 administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% federal grant funds from the U.S. Department of Justice, Office of Justice Programs to the Suffolk County Office of the Medical Examiner, Crime Laboratory.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: This program aims to reduce DNA backlog by increasing the throughput and timeliness of forensic analysis of evidence submitted to the Biological Sciences Section of the Crime Laboratory. These funds will be used to replace three thermal cyclers used for amplification of forensic DNA evidence, pipettes to set up extractions of samples, and to provide laboratory support staff through a contracted agency.

FISCAL IMPLICATIONS: Accept and appropriate $182,289 in federal grant funds to the 2018 Adopted Operating Budget.
December 19, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate 100% federal grant funds from the U.S. Department of Justice in the amount of $182,289 for the DNA Backlog Reduction Program FY17 administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements. This program aims to reduce DNA backlog by increasing the throughput and timeliness of forensic analysis of evidence submitted to the Biological Sciences Section of the Crime Laboratory.

I enclose the financial impact statement and other back-up materials for this Resolution. If you have any questions, please contact Liza Wright at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is “Reso-MED-DNA Backlog Reduction FY17.doc”

Sincerely,

Michael J. Caplan M.D.
Chief Medical Examiner

Enclosures

C: Liza Wright, Senior Budget Analyst
RESOLUTION NO. - 2018, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS PASSED THROUGH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES IN THE AMOUNT OF $23,275 FOR THE 2017 PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT GRANT ADMINISTERED BY THE SUFFOLK COUNTY OFFICE OF THE MEDICAL EXAMINER, CRIME LABORATORY AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the U.S. Department of Justice passed through the New York State Division of Criminal Justice Services has awarded Suffolk County 100% federal grant funds for the 2017 Paul Coverdell Forensic Sciences Improvement Grant to be implemented by the Office of the Medical Examiner, Crime Laboratory; and

WHEREAS, this program aims to improve the quality and timeliness of forensic science and medical examiner services, and

WHEREAS, this grant has a start date of January 1, 2018 and ends on December 31, 2018 in which the County will receive 100% grant funding in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant; and

WHEREAS, these funds will be used for equipment, supplies, and travel to improve controlled substance analysis; and

WHEREAS, these funds are not included in the 2018 Adopted Operating Budget and need to be appropriated; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $23,275 and appropriate said federal grant funds as follows:

2017 Paul Coverdell Forensic Sciences Improvement Grant - $23,275

REVENUES

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ORGANIZATIONS

Suffolk County Office of the Medical Examiner
2017 Paul Coverdell Forensic Sciences Improvement Grant
003-MED-4753 $23,275
2000 – Equipment: $11,600

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3000 - Supplies: $5,046

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4000 – Travel: $6,629

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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>MED</td>
<td>DEG</td>
<td>4753</td>
<td>4340</td>
<td>0000</td>
<td>Travel: Other</td>
<td>$6,629</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_________________________
County Executive of Suffolk County
Date of Approval:
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
Accepting and appropriating 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements.

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute related agreements. This grant program is awarded to help laboratories improve the quality and timeliness of forensic science and medical examiner services.

4. Will the Proposed Legislation Have a Fiscal Impact? YES [X] NO

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

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

6. If the answer to item 4 is “yes”, Provide Detailed Explanation of Impact:
None

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

8. Proposed Source of Funding
100% Federal grant funds passed through the New York State Division of Criminal Justice Services.

9. Timing of Impact
2018

10. Typed Name & Title of Preparer
Liza Wright  
Senior Budget Analyst

11. Signature of Preparer

12. Date
3/1/17
October 23, 2017

Mr. Daniel A. Burhans  
Assistant Chief  
Suffolk County Crime Laboratory  
P.O. Box 6100  
Hauppauge, NY 11787-0099

Dear Mr. Burhans:

I am pleased to advise you that the Suffolk County Crime Laboratory has been awarded $23,275 to improve the quality and timeliness of forensic science and medical examiner services and/or to eliminate backlogs in the analysis of forensic evidence. This award is provided through the federal fiscal year 2017 Paul Coverdell Forensic Science Improvement Program for the 12-month period beginning January 1, 2018 and ending December 31, 2018.

Should you have questions, please contact Victoria Milonovich, DCJS Criminal Justice Program Representative II at (518) 457-3497 or by email at Victoria.Milonovich@dcjs.ny.gov.

We are pleased to be able to provide funding assistance to your laboratory and look forward to working with you in our continued efforts to improve public safety in New York State.

Very truly yours,

Michael C. Green  
Executive Deputy Commissioner

MCG:vm:sl  
cc: Brian Gestring, Director  
Office of Forensic Services
**STATE AGENCY**
Division of Criminal Justice Services
80 South Swan Street
Albany, NY 12210

**NYS Comptroller’s Number:** T662091
(Contract Number)

**Originating Agency Code:** 01490 - Division of Criminal Justice Services

**Grantee/Contractor: (Name & Address)**
Suffolk County
H Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-5402

**Type of Programs:** National Forensic Sciences Improvement Act
**DCIS Numbers:** FS17662061
**CFDA Numbers:** 16.742

**Federal Tax Identification No.:** 116000464
**Municipality No.:** (if applicable) 470100000000

**Status:**
Contractor is not a sectarian entity.
Contractor is not a not-for-profit organization.

**Funding Amount from Initial Period:** $23,275.00

**Initial Contract Period:**
From 01/01/2018 to 12/31/2018

**Multi-Year Term:** (if applicable): 0 1-year renewal options.

**Charities Registration Number:**

(Enter number or Exempt)
If “Exempt” is entered above, reason for exemption.

**N/A**

Contractor has [ ] has not [ ] timely filed with the Attorney General’s Charities Bureau all required periodic or annual written reports.

**Appendix Attached and Part of This Agreement**
- **Appendix A** Standard Clauses required by the Attorney General for all State contracts
- **Appendix A1** Agency-specific Clauses
- **Appendix B** Budget
- **Appendix C** Payment and Reporting Schedule
- **Appendix D** Program Whistle
- **Appendix F** Guidelines for the Control and Use of Confidential Funds
- **Appendix G** Procedural Guidelines for the Control of Surveillance Equipment
- Other (Identity)

**Suffolk County Indemnification Clause**

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

**NYS Division of Criminal Justice Services**

**By:** [Signature]  
Date: [Signature]

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

**Grantee:**

**By:** Mr. Dennis M. Cohen, Chief Deputy County Executive  
Date: 12/6/2017

**Attorney General’s Signature**

**Approved:**
Thomas P. DiNapoli, State Comptroller

Title:  
Date: 

Title:  
Date: 

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp

11/9/2017
STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE’s designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the
CONTRACTOR.
B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.
IV. Indemnification
A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.
V. Property
Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.
VI Safeguards for Services and Confidentiality
A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp 11/9/2017
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of
race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 67 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

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

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

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

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

Contractor will include the provisions of ‘a’, ‘b’, and ‘c’ above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the ‘Work’) except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting

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agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp

11/9/2017
A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov http://esd.ny.gov.MWBE/directorySearch.html

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

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

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-281), as amended;

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

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

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

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

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.
25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

January, 2014

Certified by - on

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp

11/9/2017
Award Contract  
National Forensic Sciences Improvement Act  

Project No.  
FS17-1010-E00

Grantee Name  
Suffolk County  

APPENDIX A1  
AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds $50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for $50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party’s obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual’s supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

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The most current version of these Federal OMB Circulars may be viewed on-line at http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee’s request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee’s employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and

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allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to $999 under this grant agreement can be obtained at the Grantee's discretion.

2. Consultant services that cost between $1,000 and $4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between $5,000 and $9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

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

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

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

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

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

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

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

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

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

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.  

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with
Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.") as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

   A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

   Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

   Calendar quarters, for the purposes of making program progress reports, shall be as follows:

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

   B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be
incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee’s annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS’ approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year $500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee’s fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).
B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;
OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable.

The most current version of all Federal OMB Circulars may be viewed on-line at:
http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS.

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided.

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by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)
The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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### APPENDIX B - Budget Summary by Participant

**Suffolk County - Version 1**

<table>
<thead>
<tr>
<th>#</th>
<th>Equipment</th>
<th>Number</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
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<td>$3,600.00</td>
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<tr>
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<td></td>
<td>Justification: One printer is for the trace evidence section to be interfaced with a scanning electron microscope that is used for primer gunshot residue analysis. This printer is a replacement for a broken one. The second printer is for use in the questioned documents section to enhance the efficiency of the section, as it will no longer be necessary for the documents examiner to continually send images to another area for printouts. Both printers will be used for documentation of evidence during analysis.</td>
<td></td>
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<td></td>
</tr>
<tr>
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<td>Cameras</td>
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<td>$2,500.00</td>
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</tr>
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<td></td>
<td>Justification: Cameras to be used in the Trace Evidence Section for documentation of evidence.</td>
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<td></td>
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<td></td>
</tr>
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<tr>
<td></td>
<td>Justification: Fits a roll around microscope that is currently used in the Crime Laboratory. The microscope currently uses the old, obsolete wet film format and an upgrade will improve the imaging through this microscope.</td>
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<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$11,034.00</strong></td>
<td><strong>$11,034.00</strong></td>
<td><strong>$11,034.00</strong></td>
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<tr>
<th>#</th>
<th>Travel and Subsistence</th>
<th>Number</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Travel</td>
<td>1</td>
<td>$5,034.00</td>
<td>$5,034.00</td>
<td>$5,034.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Justification: Travel for professional meetings, conferences and trainings. American Soc of Questioned Documents Meeting (ASQDE), International Association for Identification (IAI) Educational Conference, American Soc Crime Lab Dir (ASCLD) Meeting, and American Academy of Forensic Sciences Meeting (AAFS). To fund expenses for conferences, meetings and trainings for professional development. Note that the registration fees are contained within the All Other Category.</td>
<td></td>
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<td></td>
<td><strong>Total</strong></td>
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<td><strong>$5,034.00</strong></td>
<td><strong>$5,034.00</strong></td>
<td><strong>$5,034.00</strong></td>
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<th>All Other Expenses</th>
<th>Number</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Registration fees</td>
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<td>$1,595.00</td>
<td>$1,595.00</td>
<td>$0.00</td>
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<td></td>
<td>Justification: Registration fees for the AAFS Meeting Registration, ASCLD Meeting Registration Fee, IAI Educational Conference Fee, and ASQDE Meeting Registration</td>
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<tr>
<td>2</td>
<td>Liquid Sample holder for Lumos FTIR Spectrophotometer</td>
<td>1</td>
<td>$737.00</td>
<td>$737.00</td>
<td>$737.00</td>
<td>$0.00</td>
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<td></td>
<td>Justification: Used in analysis of steroids and other liquid forms of controlled substances for molecular confirmation utilizing the FTIR.</td>
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<tr>
<td>3</td>
<td>Replacement ATR crystal for Lumos FTIR Spectrophotometer</td>
<td>1</td>
<td>$2,434.00</td>
<td>$2,434.00</td>
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<td>$0.00</td>
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<tr>
<td></td>
<td>Justification: Used for analysis of solid and crystalline forms of controlled substances for molecular confirmation utilizing the FTIR. The instrument requires one replacement each year.</td>
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<tr>
<td>4</td>
<td>Cables for Crash Data Retrieval</td>
<td>5</td>
<td>$165.00</td>
<td>$825.00</td>
<td>$825.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Justification: New cables required to download current 'Black Box' information from vehicles as commonly requested by the DA's Office, County Attorney's Office and Police Departments. These cables will enable</td>
<td></td>
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https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp
downloads from select vehicles. These vehicles have just been made accessible for downloads. An adapter may be required to be used in conjunction with these cables.

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<th></th>
<th>1</th>
<th>$1,050.00</th>
<th>$1,050.00</th>
<th>$1,050.00</th>
<th>$0.00</th>
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</thead>
<tbody>
<tr>
<td>Subscription Renewal for Crash Data Retrieval Software</td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

Justification: Each new release of Crash Data Retrieval system software includes new capabilities and functions which enables the analyst to communicate with and translate crash data from the 'Black Box' of vehicles as commonly requested by the DA's Office, County Attorney's Office and Police Departments. New releases of CDR software are only sent to software subscribers.

<table>
<thead>
<tr>
<th></th>
<th>$6,641.00</th>
<th>$6,641.00</th>
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<tr>
<td>Total</td>
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<th>Total Project Costs</th>
<th>Total Cost</th>
<th>Grant Funds</th>
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<tbody>
<tr>
<td></td>
<td>$23,275.00</td>
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Suffolk County Crime Laboratory

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<thead>
<tr>
<th>Total Contract Costs</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
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<tbody>
<tr>
<td></td>
<td>$23,275.00</td>
<td>$23,275.00</td>
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NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/forms.htm). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

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

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

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp 11/9/2017
7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1. Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year’s appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee’s actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallotment. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed

Written documentation of all required DCJS prior approvals as follows:

- DCJS approval of non-competitive consultant.
- DCJS approval of non-competitive vendor for services.
- DCJS approval of consultant services reimbursement greater than $650 per eight hour day.
- DCJS approval of change to Personal Services by more than 10 percent.
- DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
- DCJS approval to subaward to another organization.
- DCJS approval for overtime payments exceeding 25 percent of an employee’s annual personnel cost.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
- DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp  11/9/2017
APPENDIX D - Work Plan

Goal
To improve the quality and timeliness of forensic services and to reduce the number of backlogged cases in forensic laboratories. To implement recommendations as adopted by the National Commission on Forensic Sciences (NCFS) to strengthen the forensic science communities.

Objective #1
To develop or improve laboratory procedures and policies which would affect timeliness of forensic/medical examiner services, and serve to reduce and/or eliminate current backlogs within the laboratory.

Task #1 for Objective #1
Laboratory participation in the Backlog TWG, where best practices for procedures and backlog management policies will be discussed.

# Performance Measure
1  Note representative(s) and meetings attended.

Task #2 for Objective #1
Submit an updated laboratory plan of action to reduce turn-around times and reduce or eliminate case backlogs within the grant period. Plan should include current resources available, as well as those needed to stay current with submitted cases, and any planned changes to procedures.

# Performance Measure
1  Updated plan of action submitted to DCJS with grant application.

Objective #2
Improve the quality and/or timeliness of forensic science services provided to reduce the number of backlogged cases via support of personnel, equipment, training and/or certification costs.

Task #1 for Objective #2
Demonstrate the effect of improvements utilizing the below performance measures.

# Performance Measure
1  The number of area case assignments waiting forensic testing at the beginning of the reporting period, broken out by discipline.
2  The number of area case assignments submitted during the reporting period, broken out by discipline.
3  The number of area case assignments completed during the reporting period, broken out by discipline.
4  The number of area case assignments closed during the reporting period, broken out by discipline.
5  The number of area case assignments waiting forensic testing at the end of the reporting period, broken out by discipline.
6  The average turn-around time in days for area case assignments completed during the reporting period, broken out by discipline.

Task #2 for Objective #2

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp 11/9/2017
Procure equipment/supplies necessary to facilitate improved quality and/or timeliness of services.

# Performance Measure
1 List equipment/supplies purchased with grant funds.
2 Date that equipment requiring validation was purchased (if necessary).
3 Date that equipment requiring validation was brought into service (if necessary).

Task #3 for Objective #2
Employ personnel necessary, or provide overtime and related expenses, to facilitate improved quality and/or timeliness of services.

# Performance Measure
1 Number and discipline of personnel whose positions are fully supported by this grant; or
2 The amount of overtime hours utilized during the reporting period; and
3 The number of area case assignments, broken out by discipline, completed utilizing grant-funded overtime.

Task #4 for Objective #2
Provide training opportunities to laboratory staff.

# Performance Measure
1 Number of personnel that attended training during the grant period.
2 Describe trainings attended by personnel (course title, discipline, etc.).

Task #5 for Objective #2
Utilize grant funds to allow personnel to obtain certification in their discipline.

# Performance Measure
1 Number of casework analysts within your laboratory.
2 Number of casework analysts currently certified within their discipline(s).
3 List analysts, their discipline(s), and certification body(ies) for whom certification fees will be paid for utilizing grant funds during the reporting period.

Objective #3
Meet the recommendation of the NCFS that all forensic science service providers (FSSPs) become accredited and maintain accreditation.

Task #1 for Objective #3
Seek, obtain, or maintain accreditation from a NYS-approved accreditation provider and the NYS Commission on Forensic Science.

# Performance Measure
1 Submit laboratory plan to seek or obtain accreditation, or;
2 Attach documentation of proof of continued accreditation, and;
3 List accreditation fees or costs paid utilizing grant funds (include amount).
Award Contract

Project No. FS17-1010-E00

Grantee Name Suffolk County

National Forensic Sciences Improvement Act

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

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

Unless otherwise specified in the workplan, the grantee will submit all required reports on a quarterly basis. Reports must be complete (address each task and performance measure in the workplan) and submitted within 30 days of the end of the calendar quarter. DCJS will automatically place the grant in a stop payment status until the grantee makes its report file current.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

On a quarterly basis the Grantee will provide written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Grantee, if applicable, agrees to maintain regular attendance at Crime Laboratory Advisory Committee (CLAC) meetings. Grantee, if applicable, agrees to maintain regular attendance at Technical Work Group (TWG) Meetings. Grantee agrees, in the spirit of cooperation, to share all information in regard to laboratory training with the Office of Forensic & Victim Services. This information could result in joint ventures that would be of benefit to lab personnel Statewide. Grantee agrees to provide copies of all documentation with accrediting bodies to the Office of Forensic & Victim Services.

If the Grantee Laboratory routinely performs analyses of controlled substances, Grantee agrees to enroll with the National Forensic Laboratory Information System (NFLIS)/Unified Drug Intelligence System (UDIS) program and provide data to the Division of Criminal Justice Services as set forth the the MOU established between the Laboratory and the Drug Enforcement Administration. Grantee agrees to provide proficiency test information on the form requested by the Division of Criminal Justice Services.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-282-3257.
Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable.

Civil Rights Compliance Activities

Federal law requires that state agencies that are administering DOJ funds maintain written methods of administration for ensuring that DCJS grantees comply with applicable federal civil rights laws. This includes ensuring that DCJS grantees do not discriminate in services or employment practices. In order to assist DCJS grantees in addressing these requirements DCJS will share Civil Rights Compliance information with DCJS grantees annually. Program Representatives have been directed to examine civil rights practices and related documentation during site visits, and DCJS grantees must participate in regular Civil Rights training.

Required Online Civil Rights Training

The U.S. Department of Justice Office of Civil Rights has developed a series of online training programs on civil rights compliance issues to assist state administering agencies in providing training to DCJS grantees. The user-friendly training programs explain the applicable civil rights laws in easy-to-understand terms. The series of training programs, which are accessible to the public, are available online at http://www.ojp.usdoj.gov/about/ocr/assistance.htm. DCJS requires DOJ-funded DCJS grantees to participate in the online civil rights training developed by the U.S. Department of Justice, Office of Civil Rights. Each DOJ-funded DCJS grantee must designate appropriate staff that will be required to participate in the training and provide a signed certification to DCJS upon completion of the applicable online training sessions. The certification can be found: http://www.criminaljustice.ny.gov/ofpa/forms.htm The signed certification should be scanned and attached to the GMS record for the grant.

No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

A. Generally Accepted Laboratory Practices. The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner’s office, or coroner’s office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies. B. External Investigations. The recipient shall ensure that requirements associated with 42 U.S.C. section 3797k(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner’s office, coroner’s office, law enforcement storage facility, or medical facility in the State that will received a portion of the grant amount. C. Use of Funds; No Research. Funds provided under this award shall be used only for the purposes and types of expenses set forth in the fiscal year 2016 program solicitation. Funds shall not be used for general law enforcement functions or non-forensic investigative functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the NIJ program manager prior to incurring the expense or commencing the activity in question. D. Performance Measures. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this fiscal year 2016 award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period; (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner/coroners office personnel who completed appropriate training or educational opportunities with fiscal year 2016 Coverdell funds, if applicable to the award. Recipients are required to collect and report data relevant to these measures.

OJP Training Guiding Principles Any training or training materials that the recipient -- or subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds and adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28
Suffolk County Indemnification Clause:
NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, sections I.F. and I.V.A:
The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on
C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ecfr?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e=CFR "current" data.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award — (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by — (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline; (contact information in English or Spanish) at (800) 669-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp
Project: 2017 Paul Coverdell Forensic Sciences Improvement Grant-Crime Lab
Contract Period: 1/1/2018 to 12/31/2018
Budget Period: 1/1/2018 to 12/31/2018
Multi-Term Period: No
NYS Division of Criminal Justice Services Contract No.: T662091

APPROVED as to Form:
Dennis M. Brown
County Attorney

By:
Samantha McEachin
Assistant County Attorney
Date: 11/22/17

County of Suffolk
Office of the Medical Examiner Approved:

By:
Dr. Michael J. Caplan
Chief Medical Examiner
Date: 11/05/17
TITLE OF BILL: Accepting and appropriating 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% federal grant funds from the US Department of Justice passed through the New York State Division of Criminal Justice Services for the 2017 Paul Coverdell Forensic Sciences Improvement Grant for the Suffolk County Office of the Medical Examiner, Crime Laboratory.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: The grant funds passed-through the New York State Division of Criminal Justice Services are awarded to help laboratories improve the quality and timeliness of forensic science services and to eliminate backlogs in the analysis of forensic evidence. The Suffolk County Office of the Medical Examiner, Crime Laboratory will utilize these funds for equipment, travel and other expenses.

FISCAL IMPLICATIONS: Accept and appropriate $23,275 in federal grant funds to the 2018 Adopted Operating Budget.
December 19, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements. This program aims to improve the quality and timeliness of forensic science and medical examiner services.

I enclose the financial impact statement and other back-up materials for this Resolution. If you have any questions, please contact Liza Wright at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is “Reso-MED-2017 Coverdell Grant-Crime Lab.doc”

Sincerely,

Michael J. Caplan M.D.
Chief Medical Examiner

Enclosures

C: Liza Wright, Senior Budget Analyst
RESOLUTION NO. - 2018, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS PASSED THROUGH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES IN THE AMOUNT OF $23,275 FOR THE 2017 PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT GRANT ADMINISTERED BY THE SUFFOLK COUNTY OFFICE OF THE MEDICAL EXAMINER, TOXICOLOGY LABORATORY AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the U.S. Department of Justice passed through the New York State Division of Criminal Justice Services has awarded Suffolk County 100% federal grant funds for the 2017 Paul Coverdell Forensic Sciences Improvement Grant to be implemented by the Office of the Medical Examiner, Toxicology Laboratory; and

WHEREAS, this program aims to improve the quality and timeliness of forensic science and medical examiner services, and

WHEREAS, this grant has a start date of January 1, 2018 and ends on December 31, 2018 in which the County will receive 100% grant funding in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant; and

WHEREAS, these funds will be used for overtime costs for laboratory support staff, purchase of analytical scale and for outside laboratory testing; and

WHEREAS, these funds are not included in the 2018 Adopted Operating Budget and need to be appropriated; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $23,275 and appropriate said federal grant funds as follows:

2017 Paul Coverdell Forensic Sciences Improvement Grant - $23,275

REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>MED</td>
<td>4752</td>
<td>4440</td>
<td>$23,275</td>
</tr>
</tbody>
</table>

ORGANIZATIONS

Suffolk County Office of the Medical Examiner
2017 Paul Coverdell Forensic Sciences Improvement Grant
003-MED-4752 $23,275

1000-PERSONAL SERVICES: $21,000
<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>003</td>
<td>MED</td>
<td>DEG</td>
<td>4752</td>
<td>1120</td>
<td>0000</td>
<td>Overtime Salaries</td>
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<td>003</td>
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<td>1620</td>
<td>0000</td>
<td>OT – Straight Time</td>
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2000-EQUIPMENT: $1,225

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>003</td>
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<td>DEG</td>
<td>4752</td>
<td>2080</td>
<td>0000</td>
<td>Medical, Dental &amp; Laboratory</td>
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4000-CONTRACTUAL EXPENSES: $1,050

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>MED</td>
<td>DEG</td>
<td>4752</td>
<td>4560</td>
<td>0000</td>
<td>Fees for Services: Non-Employee</td>
<td>$1,050</td>
</tr>
</tbody>
</table>

and be it further

2\textsuperscript{nd} RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

3\textsuperscript{rd} RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:
**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

Accepting and appropriating 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements.

3. Purpose of Proposed Legislation

This legislation is needed to accept and appropriate 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Toxicology Laboratory. This grant program is awarded to help laboratories improve the quality and timeliness of forensic science services and to eliminate backlogs in the analysis of forensic evidence.

4. Will the Proposed Legislation Have a Fiscal Impact? **YES**  

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

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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

None

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

N/A

8. Proposed Source of Funding

100% federal grant funds passed through the New York State Division of Criminal Justice Services.

9. Timing of Impact

2018

10. **Typed Name & Title of Preparer**
    
    **Liza Wright**  
    **Senior Budget Analyst**

11. **Signature of Preparer**

12. **Date**

    12/18/17

SCIN FORM 175b (10/95)
October 23, 2017

Michael Lehrer, Ph.D.
Lab Director
Suffolk County Toxicology Laboratory
Forensic Sciences Building #487
725 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Dr. Lehrer:

I am pleased to advise you that the Suffolk County Toxicology Laboratory has been awarded $23,275 to improve the quality and timeliness of forensic science and medical examiner services and/or to eliminate backlogs in the analysis of forensic evidence. This award is provided through the federal fiscal year 2017 Paul Coverdell Forensic Science Improvement Program for the 12-month period beginning January 1, 2018 and ending December 31, 2018.

Should you have questions, please contact Victoria Milonovich, DCJS Criminal Justice Program Representative II at (518) 457-3497 or by email at Victoria.Milonovich@dcjs.ny.gov.

We are pleased to be able to provide funding assistance to your laboratory and look forward to working with you in our continued efforts to improve public safety in New York State.

Very truly yours,

Michael C. Green
Executive Deputy Commissioner

MCG:vm:sl
cc: Brian Gestring, Director
Office of Forensic Services
**STATE AGENCY**
Division of Criminal Justice Services  
80 South Swan Street  
Albany, NY 12210

**NYS COMPTROLLER’S NUMBER:** T662086  
(Contract Number)

**ORIGINATING AGENCY CODE:** 01490 - Division of Criminal Justice Services

**GRANTEE/CONTRACTOR:** (Name & Address)
Suffolk County  
H Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, NY 11788-5402

**TYPE OF PROGRAMS:** National Forensic Sciences Improvement Act  
**DCJS NUMBERS:** FS17662086  
**CFDA NUMBERS:** 18.742

**FEDERAL TAX IDENTIFICATION NO:** 116000464  
**MUNICIPALITY NO:** (if applicable) 4701000000000

**INITIAL CONTRACT PERIOD:**  
FROM 01/01/2018 TO 12/31/2018  
**FUNDING AMOUNT FROM INITIAL PERIOD:** $23,275.00

**STATUS:**  
Contractor is not a sectarian entry.  
Contractor is not a not-for-profit organization.

**MULTI-YEAR TERM:** (if applicable): 0 1-year renewal options.

**CHARITIES REGISTRATION NUMBER:**  
(Enter number or Exempt)  
if "Exempt" is entered above, reason for exemption.  
N/A

**APPENDIX ATTACHED AND PART OF THIS AGREEMENT:**  
- **APPENDIX A** Standard Clauses required by the Attorney General for all contracts  
- **APPENDIX A1** Agency-specific Clauses  
- **APPENDIX B** Budget  
- **APPENDIX C** Payment and Reporting Schedule  
- **APPENDIX D** Program Workplan  
- **APPENDIX E** Guidelines for the Control and Use of Confidential Funds  
- **APPENDIX F** Procedure Guidelines for the Control of Surveillance Equipment  
- **APPENDIX G**  
- **APPENDIX H** Other (identify)  
  Suffolk County Intensification Clause

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

**NYS Division of Criminal Justice Services**  
**BY:**  
Date:  
Office of Program Development and Funding  
State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."  
**GRANTEE:**  
**BY:** Mr. Dennis M. Cohen, Chief Deputy County Executive  
**Date:** 12/6/2017

**ATTORNEY GENERAL’S SIGNATURE**
Title:  
Date:

**APPROVED:**  
Thomas P. DiNapoli, State Comptroller  
Title:  
Date:

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp  
11/9/2017
STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and
WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement
A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.
C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.
D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting
A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE’s designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations
A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the
CONTRACTOR.
B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the
CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or
with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in
Appendix A-1.
D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail,
return receipt requested. The termination shall be effective in accordance with the terms of the notice.
E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any
prospective termination, as many outstanding obligations as possible, and agrees not to incur any new
obligations after receipt of the notice without approval by the STATE.
F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred
pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations
arising from the program(s) in this AGREEMENT after the termination date.
IV. Indemnification
A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or
injuries to persons (including death) or property arising out of or related to the services to be rendered by the
CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and
hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of
every nature arising out of the provision of services pursuant to this AGREEMENT.
B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer,
employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon
any different status.
V. Property
Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be
the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations,
or as stated in Appendix A-1.
VI Safeguards for Services and Confidentiality
A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner
that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in
general or particular religious beliefs.
B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for
activities that may influence legislation or the election or defeat of any candidate for public office.
C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be
maintained and used only for the purposes intended under the contract and in conformity with applicable
provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp 11/9/2017
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of
race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, ‘the Records’). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the ‘Statute’) provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State’s right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp 11/9/2017
(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee’s identification number. The number is any or all of the following: (i) the payee’s Federal employer identification number, (ii) the payee’s Federal social security number, and/or (iii) the payee’s Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp

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A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov http://esd.ny.gov/MWBE/directorySearch.html

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

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

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

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

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

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

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

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

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

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

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

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

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

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

January, 2014
Certified by - on
1. If this Agreement exceeds $50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for $50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party’s obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

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The most current version of these Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee’s request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee’s employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and
allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to $999 under this grant agreement can be obtained at the Grantee’s discretion.

2. Consultant services that cost between $1,000 and $4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between $5,000 and $9,999 under this grant agreement must be supported by at least three written quotes on a vendor’s stationery and a record created of competitive procurement process utilized.

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

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS’ approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS’ prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

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

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

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

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

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

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

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-For-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with
Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

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

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be
incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee’s annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS’ approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year $500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).
B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp 11/9/2017
by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)
The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013
Certified by - on
## APPENDIX B - Budget Summary by Participant

Suffolk County

**Suffolk County Toxology Laboratory - Version 1**

<table>
<thead>
<tr>
<th>#</th>
<th>Personnel</th>
<th>Number</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Overtime</td>
<td>1</td>
<td>$21,000.00</td>
<td>$21,000.00</td>
<td>$21,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Justification: Overtime for Forensic Scientists 1, Forensic Scientist Trainee, Laboratory Technologists, Forensic Scientists II, and Forensic Scientists III. Forensic Scientists perform qualitative and quantitative analyses on postmortem and DWI/DUID samples, perform DWI ethanol analyses for 1192.2, 1192.3 charges under the NYS vehicle and traffic law. These analyses must be performed on a routine basis to provide timely results to the District Attorney's Office for prosecution. Additionally, Forensic Scientists perform method validation studies, quality control, ABFT inspection preparation and many other vital laboratory functions that are necessary to comply with accreditation mandates. Forensic Scientist's also perform supervisory and training functions for other laboratory personnel. Laboratory technicians perform vital laboratory functions including postmortem drug screening procedures, sample accessioning of autopsy samples, tissue storage, tissue disposal, and reagent preparation.

<table>
<thead>
<tr>
<th>#</th>
<th>Consultant Services</th>
<th>Number</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Outside Testing Laboratory</td>
<td>1</td>
<td>$1,050.00</td>
<td>$1,050.00</td>
<td>$1,050.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Justification: Occasionally tests are necessary to resolve cases that are not performed in house. This is due to lack of necessary instrumentation or not having a validated method for a test that is rarely necessary.

<table>
<thead>
<tr>
<th>#</th>
<th>Equipment</th>
<th>Number</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Analytical Balance Scale</td>
<td>1</td>
<td>$1,225.00</td>
<td>$1,225.00</td>
<td>$1,225.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Justification: Scale will be used to weigh analytical standards and chemicals used in the analysis of DWI and postmortem cases. Analytical scales are a necessary component of accreditation.

### Total Project Costs

<table>
<thead>
<tr>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>$23,275.00</td>
<td>$23,275.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Total Contract Costs

<table>
<thead>
<tr>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>$23,275.00</td>
<td>$23,275.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp 11/9/2017
NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/forms.htm). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

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

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

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp

11/9/2017
7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1. Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2. Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
  - DCJS approval of non-competitive consultant.
  - DCJS approval of non-competitive vendor for services.
  - DCJS approval of consultant services reimbursement greater than $650 per eight hour day.
  - DCJS approval of change to Personal Services by more than 10 percent.
  - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
  - DCJS approval to subaward to another organization.
  - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
  - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
APPENDIX D - Work Plan

Goal
To improve the quality and timeliness of forensic services and to reduce the number of backlogged cases in forensic laboratories. To implement recommendations as adopted by the National Commission on Forensic Sciences (NCFS) to strengthen the forensic science communities.

Objective #1
To develop or improve laboratory procedures and policies which would affect timeliness of forensic/medical examiner services, and serve to reduce and/or eliminate current backlogs within the laboratory.

Task #1 for Objective #1
Laboratory participation in the Backlog TWG, where best practices for procedures and backlog management policies will be discussed.

# Performance Measure
1 Note representative(s) and meetings attended.

Task #2 for Objective #1
Submit an updated laboratory plan of action to reduce turn-around times and reduce or eliminate case backlogs within the grant period. Plan should include current resources available, as well as those needed to stay current with submitted cases, and any planned changes to procedures.

# Performance Measure
1 Updated plan of action submitted to DCJS with grant application.

Objective #2
Improve the quality and/or timeliness of forensic science services provided to reduce the number of backlogged cases via support of personnel, equipment, training and/or certification costs.

Task #1 for Objective #2
Demonstrate the effect of improvements utilizing the below performance measures.

# Performance Measure
1 The number of area case assignments waiting forensic testing at the beginning of the reporting period, broken out by discipline.
2 The number of area case assignments submitted during the reporting period, broken out by discipline.
3 The number of area case assignments completed during the reporting period, broken out by discipline.
4 The number of area case assignments closed during the reporting period, broken out by discipline.
5 The number of area case assignments waiting forensic testing at the end of the reporting period, broken out by discipline.
6 The average turn-around time in days for area case assignments completed during the reporting period, broken out by discipline.

Task #2 for Objective #2

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp
Procure equipment/supplies necessary to facilitate improved quality and/or timeliness of services.

# Performance Measure
1. List equipment/supplies purchased with grant funds.
2. Date that equipment requiring validation was purchased (if necessary).
3. Date that equipment requiring validation was brought into service (if necessary).

Task #3 for Objective #2
Employ personnel necessary, or provide overtime and related expenses, to facilitate improved quality and/or timeliness of services.

# Performance Measure
1. Number and discipline of personnel whose positions are fully supported by this grant; or
2. The amount of overtime hours utilized during the reporting period; and
3. The number of area case assignments, broken out by discipline, completed utilizing grant-funded overtime.

Task #4 for Objective #2
Provide training opportunities to laboratory staff.

# Performance Measure
1. Number of personnel that attended training during the grant period.
2. Describe trainings attended by personnel (course title, discipline, etc.).

Task #5 for Objective #2
Utilize grant funds to allow personnel to obtain certification in their discipline.

# Performance Measure
1. Number of casework analysts within your laboratory.
2. Number of casework analysts currently certified within their discipline(s).
3. List analysts, their discipline(s), and certification body(ies) for whom certification fees will be paid for utilizing grant funds during the reporting period.

Objective #3
Meet the recommendation of the NCFS that all forensic science service providers (FSSPs) become accredited and maintain accreditation.

Task #1 for Objective #3
Seek, obtain, or maintain accreditation from a NYS-approved accreditation provider and the NYS Commission on Forensic Science.

# Performance Measure
1. Submit laboratory plan to seek or obtain accreditation, or;
2. Attach documentation of proof of continued accreditation, and;
3. List accreditation fees or costs paid utilizing grant funds (include amount).
Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Unless otherwise specified in the workplan, the grantee will submit all required reports on a quarterly basis. Reports must be complete (address each task and performance measure in the workplan) and submitted within 30 days of the end of the calendar quarter. DCJS will automatically place the grant in a stop payment status until the grantee makes its report file current.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

On a quarterly basis the Grantee will provide written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Grantee, if applicable, agrees to maintain regular attendance at Crime Laboratory Advisory Committee (CLAC) meetings. Grantee, if applicable, agrees to maintain regular attendance at Technical Work Group (TWG) Meetings. Grantee agrees, in the spirit of cooperation, to share all information in regard to laboratory training with the Office of Forensic & Victim Services. This information could result in joint ventures that would be of benefit to lab personnel Statewide. Grantee agrees to provide copies of all documentation with accrediting bodies to the Office of Forensic & Victim Services.

If the Grantee Laboratory routinely performs analyses of controlled substances, Grantee agrees to enroll with the National Forensic Laboratory Information System (NFLIS)/Unified Drug Intelligence System (UDIS) program and provide data to the Division of Criminal Justice Services as set forth in the MOU established between the Laboratory and the Drug Enforcement Administration. Grantee agrees to provide proficiency test information on the form requested by the Division of Criminal Justice Services.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257.

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp

11/9/2017
Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable.

Civil Rights Compliance Activities

Federal law requires that state agencies that are administering DOJ funds maintain written methods of administration for ensuring that DCJS grantees comply with applicable federal civil rights laws. This includes ensuring that DCJS grantees do not discriminate in services or employment practices. In order to assist DCJS grantees in addressing these requirements DCJS will share Civil Rights Compliance information with DCJS grantees annually. Program Representatives have been directed to examine civil rights practices and related documentation during site visits, and DCJS grantees must participate in regular Civil Rights training.

Required Online Civil Rights Training

The U.S. Department of Justice Office of Civil Rights has developed a series of online training programs on civil rights compliance issues to assist state administering agencies in providing training to DCJS grantees. The user-friendly training programs explain the applicable civil rights laws in easy-to-understand terms. The series of training programs, which are accessible to the public, are available online at http://www.ojp.usdoj.gov/about/ocr/assistance.htm. DCJS requires DOJ-funded DCJS grantees to participate in the online civil rights training developed by the U.S. Department of Justice, Office of Civil Rights. Each DOJ-funded DCJS grantee must designate appropriate staff that will be required to participate in the training and provide a signed certification to DCJS upon completion of the applicable online training sessions. The certification can be found: http://www.criminaljustice.ny.gov/ofpa/forms.htm The signed certification should be scanned and attached to the GMS record for the grant.

No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS’s Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

A. Generally Accepted Laboratory Practices. The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies. B. External Investigations. The recipient shall ensure that requirements associated with 42 U.S.C. section 3797k(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will received a portion of the grant amount. C. Use of Funds; No Research. Funds provided under this award shall be used only for the purposes and types of expenses set forth in the fiscal year 2016 program solicitation. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the NIJ program manager prior to incurring the expense or commencing the activity in question. D. Performance Measures. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this fiscal year 2016 award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of the grant period); (3) the number of forensic science or medical examiner/coronor's office personnel who completed appropriate training or educational opportunities with fiscal year 2016 Coverdell funds, if applicable to the award; and (4) the number of forensic science or medical examiner/coronor's office personnel who completed appropriate training or educational opportunities with fiscal year 2016 Coverdell funds, if applicable to the award. Recipients are required to collect and report data relevant to these measures.

OJP Training Guiding Principles Any training or training materials that the recipient— or subrecipient ("subgrantee") at any tier — develops or delivers with OJP award funds with adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingsguidingprinciples.htm.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28
C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ecfr?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e=CFR "current" data.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by -- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline; (contact information in English or Spanish) at (800) 669-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
Suffolk County Indemnification Clause:
NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, sections I.F. and IV.A:
The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State.
If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the
Contractor shall be solely responsible to the State for performance, whether the work is performed by the
Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this
Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State.
Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have
against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend,
indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and
employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens,
encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's
duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of
services pursuant to this Agreement.

Certified by -  on
Project: 2017 Paul Coverdell Forensic Sciences Improvement Grant-Tox Lab
Contract Period: 1/1/2018 to 12/31/2018
Budget Period: 1/1/2018 to 12/31/2018
Multi-Term Period: No
NYS Division of Criminal Justice Services Contract No.: T662091

APPROVED as to Form:
Dennis M. Brown
County Attorney

By: Samantha McEachin
Assistant County Attorney
Date: 11/22/17

County of Suffolk
Office of the Medical Examiner Approved:

By: Dr. Michael J. Caplan
Chief Medical Examiner
Date: 11/22/17
TITLE OF BILL: Accepting and appropriating 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% federal grant funds from the US Department of Justice passed through the New York State Division of Criminal Justice Services for the 2017 Paul Coverdell Forensic Sciences Improvement Grant for the Suffolk County Office of the Medical Examiner, Toxicology Laboratory.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: The grant funds passed-through the New York State Division of Criminal Justice Services are awarded to help laboratories improve the quality and timeliness of forensic science services and to eliminate backlogs in the analysis of forensic evidence. The Suffolk County Office of the Medical Examiner, Toxicology Laboratory will utilize these funds for overtime costs for laboratory support staff, purchase of analytical balance equipment and for testing done by an outside laboratory.

FISCAL IMPLICATIONS: Accept and appropriate $23,275 in federal grant funds to the 2018 Adopted Operating Budget.
December 19, 2017

Katie Horst, Director of Intergovernmental Relations  
County Executive’s Office, 12th Floor  
H. Lee Dennison Building  
Veterans Memorial Highway  
Hauppauge, NY 11788

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $23,275 for the 2017 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements. This program aims to improve the quality and timeliness of forensic science and medical examiner services.

I enclose the financial impact statement and other back-up materials for this Resolution. If you have any questions, please contact Liza Wright at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is “Reso-MED-2017 Coverdell Grant-Tox Lab.doc”

Sincerely,

[Signature]

Michael J. Caplan M.D.  
Chief Medical Examiner

Enclosures

C: Liza Wright, Senior Budget Analyst
RESOLUTION NO. -2018, AUTHORIZING USE OF INDIAN ISLAND COUNTY PARK BY EVENT POWER FOR ITS RIVERHEAD ROCKS RUN FUNDRAISER

WHEREAS, an unincorporated entity known as “Event Power” hosts the Riverhead Rocks Run Fundraiser event which is sanctioned by USA Track and Field, a nonprofit corporation having its principal place of business in Indianapolis; and

WHEREAS, Event Power would like to use Indian Island County Park in Riverhead for the purpose of hosting their Riverhead Rocks Run fundraiser; and

WHEREAS, the Riverhead Rocks Run Fundraiser is scheduled to be held on Saturday, March 24, 2018, from 7:00 a.m. to 12:00 p.m.; and

WHEREAS, a Certificate of Insurance with accompanying declaration page naming the County of Suffolk as an additional insured will be provided by USA Track and Field; now, therefore, be it

1st RESOLVED, that the use of Indian Island County Park by Event Power for the purpose of hosting a fundraiser on Saturday, March 24, 2018, from 7:00 a.m. to 12:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance with accompanying declaration page from USA Track and Field and the payment of the Six Hundred Dollar ($600.00) event fee, and a Twenty-five Dollar ($25) application fee and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd RESOLVED, that before this event shall be permitted to occur, Event Power must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

3rd RESOLVED, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, to take such measures as shall be necessary and appropriate to facilitate the hosting of the fundraiser at Indian Island County Park by Event Power; and be it further

4th RESOLVED, that Event Power shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th RESOLVED, that Event Power will be responsible for providing a sufficient number of port-a-lavs and hand-washing stations as determined by the Suffolk County Parks Department based on the anticipated number of attendees for this event, as water will not be turned on at the park until April 1, 2018; and be it further

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

DATED:

APPROVED BY:

________________________________________
Date of Approval:
1. Type of Legislation
   - Resolution: X
   - Local Law: 
   - Charter Law: 

2. Title of Proposed Legislation
   AUTHORIZING USE OF INDIAN ISLAND COUNTY PARK BY EVENT POWER FOR ITS RIVERHEAD ROCKS RUN FUNDRAISER

3. Purpose of Proposed Legislation
   Authorize use of County Parkland for fundraising event.

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

5. If the answer to item 4 is "yes", on what will it impact?  (circle appropriate category)
   - County
   - Town
   - Economic Impact
   - Village
   - School District
   - Other (Specify): 
   - Library District
   - Fire District

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
   There is a fee of $600.00 event fee and $25.00 application fee collected by the County for use of the Park.

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

8. Proposed Source of Funding
   N/A

9. Timing Impact
   N/A

10. Typed Name & Title of Preparer
    Emily R. Lauri
    Community Relations Director
    Dept. of Parks, Recreation & Conservation

11. Signature of Preparer
    Emily R. Lauri

12. Date
    12/19/2017
2018 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: An act to authorize the use of Indian Island County Park by Event Power for its Riverhead Rocks Run Fundraiser.

PURPOSE OR GENERAL IDEA OF THE BILL: Event Power would like to hold its Riverhead Rocks Run Fundraiser at Indian Island County Park in Riverhead, New York.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will authorize the use of Indian Island County Park by Event Power for the purpose of hosting a fundraiser on Saturday, March 24, 2018, from 7:00 a.m. to 12:00 p.m., subject to receipt of a Certificate of Insurance and accompanying declaration page from USA Track and Field, and the payment of Six Hundred Dollars ($600.00) event fee, and Twenty-five Dollars ($25.00) application fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law.

JUSTIFICATION: An unincorporated entity, known as “Event Power”, hosts the Riverhead Rocks Run event which is sanctioned by USA Track and Field, a nonprofit corporation having its principal place of business in Indianapolis. Event Power’s mission is to educate the community about physical and mental health and generate funds for research and local community outreach. Proceeds from the event will benefit the Riverhead Youth Court. This event will generate Six Hundred Twenty-five Dollars ($625.00) in revenue for the County of Suffolk. In addition, the use of County property for a run would promote and protect the public health and general welfare of the residents of Suffolk County.

FISCAL IMPLICATIONS: There is a nominal fee ($625.00) collected by the County for use of the Park.
2018 SCHEDULE OF FEES

SUMMARY OF FEES: When a park is charging for parking we charge On-Season Rates, however when they are not charging for parking, we charge Off-Season Rate. When an applicant/organization wishes to have alcohol, sold, served or provided at their event, there is an additional charge. Additional fees are assessed for use of the pavilion, showmobile and any equipment for the showmobile.

a. On-Season Park Use Fee:
   - Up to 50 persons ........ $60.00/day
   - 51 to 100 persons ...... $120.00/day
   - 101 to 200 persons ... $180.00/day
   - 201 to 500 persons .... $275.00/day
   - 501 to 1000 persons ... $485.00/day
   - Over 1000 persons ... $750.00/day

b. Off-Season Park Use Fee: $4.00/person/day

c. Suffolk County Alcohol Fee: $40.00/day

d. Pavilion Use Fee: $125.00/day

e. Showmobile Fee: $540.00 for the first 4 hours, $135.00 for each additional hour

f. Showmobile Extras: $250.00/day for extended stage, $135.00/day for generator

PARK SCHEDULE: Different parks have different parking fee schedules. The on-season or off-season park use fees are charged based on the below schedule. Please note: Dates may vary from year to year depending on the dates of the holidays.

a. Southaven, Blydenburgh, Cathedral Pines, West Hills, Lake Ronkonkoma, Sears Bellows, Cedar Point, and Indian Island:
   - 05/28-09/03/2018 (Weekends and Holidays Only) – On-Season Park Use Fee
   - All other dates – Off-Season Park Use Fee

b. Smith Point, Meschutt & Cupsogue:
   - 05/28-09/03/2018 – On-Season Park Use Fee
   - 09/08-09/09/2018 (Smith Point ONLY) – On-Season Park Use Fee
   - All other dates – Off-Season Park Use Fee

c. All other locations:
   - Off-Season Park Use, all year round.

THIS EVENT: The above highlighted fees have been charged, due to the below stated event details.
- Park – Indian Island County Park, Event Date – March 24, 2018, Estimated No. of People: 150
- Alcohol - No, Pavilion Use - No, Showmobile - No, Showmobile Extras – N/A

FEE CHARGED: $600 (150 people x $4/person + $25 application fee)
TO: Katie Horst  
Intergovernmental Relations

FROM: PHILIP A. BERDOLT, Commissioner

DATE: December 19, 2017

RE: INTRODUCTORY RESOLUTION AUTHORIZING USE OF INDIAN ISLAND COUNTY PARK BY EVENT POWER FOR ITS RIVERHEAD ROCKS RUN FUNDRAISER

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name “RESO-PKS-Riverhead Rocks Fundraising Event.doc”

Should you require anything further, please contact my office at 4-4984.

Enclosures
RESOLUTION NO. -2018 REQUESTING LEGISLATIVE APPROVAL
OF A CONTRACT AWARD FOR A SOLE BIDDER FOR A FAMILY
CAREGIVER SUPPORT PROGRAM FOR OFFICE FOR THE AGING

WHEREAS, Article XXXVIII, § C38-3 of the Suffolk County Charter requires the County Legislation to approve any contract in excess of $20,000 resulting from the utilization of a Request for Qualifications (RFQ) process in which only one party responds to the RFQ.

WHEREAS, the Office for the Aging continually strives to offer programs to the elderly of Suffolk County; and

WHEREAS, the Office for the Aging requested an RFQ for a Family Caregiver and Support Program; and

WHEREAS, this program provides Counseling, Support Groups and Training.

WHEREAS, the Office for the Aging advertised for these services on October 19, 2017 under RFQ No. CSGT2018; and

WHEREAS, Only a single proposal was received from Family Service League; and

WHEREAS, an independent evaluation committee reviewed the proposals on December 18, 2017 and found the quality of work and experience satisfactory, and its cost proposal submissions satisfactory, and have recommended that the Office for the Aging enter into a contractual agreement with this vendor; and

WHEREAS, there are sufficient funds in the 2018 Suffolk County Operating Budget to cover the cost of this contract, now, therefore be it

1st RESOLVED, that upon receiving a two-thirds vote of the County Legislature as required by Article XXXVIII, § C38-3 of the Suffolk County Charter, the Office for the Aging enter into a contractual agreement with Family Service League for a Family Caregiver Support Program.

2nd RESOLVED, that the Office for the Aging be and hereby is authorized to execute a contract with Family Service League

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date of Approval:
# 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>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Title of Legislation

Resolution requesting legislative approval to contract with sole bidder for IIE Family Caregiver Program

3. Purpose of Proposed Legislation

SEE #2 ABOVE.

4. Will the Proposed Legislation Have a Fiscal Impact?  Yes ______ No ___X___

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

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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

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

8. Proposed Source of Funding.

IIE Family Caregiver Program funding through The New York State Office for the Aging


N/A

10. Type Name & Title of Preparer

HOLLY RHODES-TEAGUE
DIRECTOR

11. Signature of Preparer

Holly Rhodes-Teague

12. Date

12/21/17

SCIN FORM 175b (11/97)
TITLE OF BILL: REQUESTING LEGISLATIVE APPROVAL OF A CONTRACT AWARD AS A SOLE BIDDER FOR A FAMILY CAREGIVER SUPPORT PROGRAM FOR OFFICE FOR THE AGING

PURPOSE OR GENERAL IDEA OF BILL: Requests legislative approval of a contract award for a sole bidder for the Caregiver Support program.

SUMMARY OF SPECIFIC PROVISIONS: Authorizes Office for the Aging to enter into a contractual agreement with Family Service League for the Counseling, Support Groups and Training Program.

JUSTIFICATION: This resolution is requesting the approval of a sole source proposal in response to an RFQ. There are sufficient funds in the 2018 Adopted budget. The contractor has sufficient experience to provide these services.
MEMORANDUM

To: Katie Horst
   Director of Intergovernmental Relations

From: Holly Rhodes-Teague
   Director

Re: Resolution to request Legislative approval of contract award for a sole bidder for a IIIIE Caregiver Support Program

Date: December 20, 2017

As per ADH 04-17, I am enclosing Draft Resolution, Request for the Introduction of Suffolk County Legislation (Scin Form 175a) and Fiscal Impact Statement (Scin Form 175b) to request Legislative approval of contract award for a sole bidder for a IIIIE Caregiver Support Program.

The period of award is January 1, 2018 through December 31, 2018. There are sufficient funds in the county budget for this program.

If you require any further information, please contact me.

Holly Rhodes-Teague

HRT:JK
Enclosures
RESOLUTION NO. -2018, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A LICENSE AGREEMENT FOR THE USE OF 94 ACRES OF LAND AT THE FRANCIS S. GABRESKI AIRPORT TO THE UNITED STATES GOLF ASSOCIATION

WHEREAS, the U.S. Open Golf Tournament will be held at the Shinnecock Hills Golf Club from June 11, 2018 to June 17, 2018; and

WHEREAS, the County of Suffolk is the fee owner of the real property known as Francis S. Gabreski Airport, Westhampton Beach, New York ("Gabreski Airport"); and

WHEREAS, the United States Golf Association, a non-profit organization, whose official address is P.O. Box 708, Far Hills, New Jersey 07931 ("USGA"), has requested the temporary use of up to approximately 94 acres located at Gabreski Airport for the purpose of vehicle parking for the U.S. Open Golf Tournament in Southampton, with bus transportation to and from the event, for the period of June 11, 2018 to June 17, 2018 with an extension to June 18, 2018 in the event of a playoff, at a fee of $70,000, and on such other terms and conditions as may be specified by the County Executive; and

WHEREAS, this Legislature adopted Local Law No. 24-2012, establishing the Airport Conservation and Assessment Committee (ACAC), comprised of representatives from the airport’s surrounding communities, to evaluate applications for proposed leases, lease renewals, lease extensions, lease modifications and licenses and to issue formal recommendations to the County Executive, the CEQ and the County Legislature; and

WHEREAS, ACAC reviewed the proposed request and recommended that the license be approved as noted in written recommendations; now, therefore, be it

1st RESOLVED, that, subject to approval by the Federal Aviation Administration, the County Executive or his designee be and he hereby is authorized to execute a license agreement for the use of the above described property located at Francis S. Gabreski Airport between the USGA and County of Suffolk, on the above described terms and conditions and upon payment of a rental fee in the amount of $70,000 and such other terms and conditions as may be approved by the County Executive and the County Attorney’s Office; and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type I action pursuant to the provisions of Title 6 NYCRR Part 617.4(b)(6)(iii) and Chapter 279 of the Suffolk County Code since the project allows for the parking of over 1,000 vehicles, which project will not have a significant effect on the environment for the following reasons:

1) The proposed action will not exceed any of the criteria in Section 617.7 of Title 6 NYCRR which sets forth thresholds for determining significant effect on the environment;
2) The proposal does not appear to significantly threaten any unique or highly valuable 
environmental or cultural resources as identified in or regulated by the Environmental 
Conservation Law of the State of New York or the Suffolk County Charter and Code;
3) The parcel does not appear to suffer from any severe environmental development 
constraints (no poor soil properties, no high groundwater and no unmanageable slopes);
4) The proposal is a temporary use;
5) Parking will be accommodated on already cleared areas at the airport; and
6) The proposed temporary use is being reviewed by the FAA and is compatible with the 
airport and will not negatively affect the safety of operations there; and be it further

3rd RESOLVED, that The Suffolk County Council on Environmental Quality (CEQ) is 
hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability 
or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_______________________________
County Executive of Suffolk County

Date of Approval:
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
<table>
<thead>
<tr>
<th>Resolution</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Title of Proposed Legislation
   **AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A LICENSE AGREEMENT FOR THE USE OF 94 ACRES OF LAND AT THE FRANCIS S. GABRESKI AIRPORT TO THE UNITED STATES GOLF ASSOCIATION**

3. Purpose of Proposed Legislation
   To authorize the County Executive to execute a License Agreement between the USGA and County of Suffolk for use of up to 94 acres at Francis S. Gabreski Airport between June 11-17, 2018 for a rental fee of $70,000 and such other terms and conditions as may be approved by the County Executive and the County Attorney's Office.

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

5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)
   - **Economic Impact**

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Village</th>
<th>School District</th>
<th>Library District</th>
<th>Fire District</th>
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</thead>
<tbody>
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<td></td>
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</tbody>
</table>

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
   Anticipated economic impact to the region with approximately $120 – $130 million, with total hotel room nights (8,000-9,000), USGA direct spending ($25-$40M), temporary jobs (3,600-4000).

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

8. Proposed Source of Funding
   **N/A**

9. Timing of Impact
   **June 11-17, 2018**

10. Typed Name & Title of Preparer
    **Anthony C. Ceglio – Airport Manager**

11. Signature of Preparer
    [Signature]

12. Date
    **11/6/2017**

SCIN FORM 175b (10/95)
TITLES OF BILL:

AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A LICENSE AGREEMENT FOR THE USE OF 94 ACRES OF LAND AT THE FRANCIS S. GABRESKI AIRPORT TO THE UNITED STATES GOLF ASSOCIATION

PURPOSE OR GENERAL IDEA OF BILL:

To authorize the County Executive to execute a License Agreement between the USGA and County of Suffolk for use of up to 94 acres at Francis S. Gabreski Airport between June 11-17, 2018 for a rental fee of $70,000 and such other terms and conditions as may be approved by the County Executive and the County Attorney’s Office.

SUMMARY OF SPECIFIC PROVISIONS:

License Agreement, Fee of $70,000.

JUSTIFICATION:

Economic Benefit to the County

FISCAL IMPLICATIONS: None
MEMORANDUM

TO: Katie Horst – Director of Intergovernmental Relations

FROM: Anthony Ceglio – Airport Manager
Department of Economic Development and Planning

DATE: December 21, 2017

SUBJECT: RESOLUTION NO. 1023 – 2018, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A LICENSE AGREEMENT FOR THE USE OF UP TO 94 ACRES OF LAND AT THE FRANCIS S. GABRESKI AIRPORT TO THE UNITED STATES GOLF ASSOCIATION

The Department of Economic Development and Planning respectfully requests that the above-referenced resolution be Laid on the Table at the January meeting.

Attached please find the required supporting documentation.

encl.

cc: Theresa Ward – Commissioner and Deputy County Executive
    Regina Zara – SCEDP
    CE Reso Review
RESOLUTION NO. -2018, ACCEPTING AND APPROPRIATING A GRANT AS PASS-THRU FUNDING FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF PROBATION FOR THE S.T.O.P. VIOLENCE AGAINST WOMEN ACT PROGRAM WITH 75% SUPPORT

WHEREAS, the New York State Division of Criminal Justice Services has awarded to Suffolk County $66,750, in Federal Funds under the S.T.O.P. Violence Against Women Act Grant Program, to the Suffolk County Probation Department for continued support for domestic violence and sexual assault; and

WHEREAS, the S.T.O.P. Violence Against Women Act Funds are used to continue the efforts of the following community agencies: VIBS Family Violence and Rape Crisis Center; Long Island Against Domestic Violence; Brighter Tomorrows, Inc.; and The Retreat, Inc.; and

WHEREAS, the required matching funds in the amount of $22,250 are provided for in the Probation Department’s budget, to bring the grant total to $89,000;

WHEREAS, the grant period for the award is January 1, 2018 through December 31, 2018; and

WHEREAS, $66,750 has not been included in the 2018 Operating Budget Expenditures to further this initiative; and

WHEREAS, the grant includes $24,250 to further support VIBS Family Violence and Rape Crisis Center’s Sexual Assault Nurse Examiner (“SANE”) Program; and

WHEREAS, the grant includes $12,500 to further support Long Island Against Domestic Violence to provide advocacy services to victims of domestic violence; and

WHEREAS, the grant includes $15,000 to further support Brighter Tomorrows, Inc. to provide advocacy services to victims of domestic violence; and

WHEREAS, the grant includes $15,000 to further support The Retreat, Inc. to provide domestic violence and sexual assault as contract agencies; and now, therefore be it

1st RESOLVED, that the County Comptroller is hereby authorized to accept and appropriate said grand funds as follows:
REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>003</td>
<td>PRO</td>
<td>3692</td>
<td>4378</td>
<td>$66,750</td>
</tr>
</tbody>
</table>

Suffolk County Probation Department  
DCJS VAWA 2018  
003-PRO-3692  
$66,750

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
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<tbody>
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<td>003</td>
<td>PRO</td>
<td>DEG</td>
<td>3692</td>
<td>4980</td>
<td>GDD1</td>
<td>VIBS</td>
<td>$24,250</td>
</tr>
<tr>
<td>003</td>
<td>PRO</td>
<td>DEG</td>
<td>3692</td>
<td>4980</td>
<td>GDE1</td>
<td>Li Against Domestic Violence</td>
<td>$12,500</td>
</tr>
<tr>
<td>003</td>
<td>PRO</td>
<td>DEG</td>
<td>3692</td>
<td>4980</td>
<td>GDF1</td>
<td>The Retreat, Inc.</td>
<td>$15,000</td>
</tr>
<tr>
<td>003</td>
<td>PRO</td>
<td>DEG</td>
<td>3692</td>
<td>4980</td>
<td>JNR1</td>
<td>Brighter Tomorrows, Inc.</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that the County Executive be and is authorized to execute related agreements.

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (“SEQRA”), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (“NYCRR”) in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
1. **Type of Legislation**
   - Resolution _X_  
   - Local Law____  
   - Charter Law____

2. **Title of Proposed Legislation**
   Accepting and Appropriating a Grant as Pass-Thru Funding from the New York State Division of Criminal Justice Services to the Suffolk County Probation Department for the S.T.O.P. Violence Against Women Act Program with 75% Support.

3. **Purpose of Legislation**
   To accept and appropriate additional $66,750 of federal funds awarded to the Department of Probation for its participation in the S.T.O.P. Violence Against Women Act Grant Program. Grant funds are for continued efforts of VIBS Family Violence and Rape Crisis Center; Long Island Against Domestic Violence; Brighter Tomorrows, Inc.; and The Retreat, Inc. The Grant period for the award is January 1, 2018 through December 31, 2018.

4. **Will the Proposed Legislation Have a Fiscal Impact?**
   - Yes _X_  
   - No____

5. **If the answer to item 5 is “yes”, on what will it impact?**
   - (Circle appropriate category)
   - County     _X_   Town
   - Village     School District  Other (Specify):
   - Library District  Fire District

6. **If the answer to item 5 is “yes”, provide Detailed Explanation of Impact**
   Acceptance of these grant funds has a positive impact on the Revenues budgeted in 2018. At the time of budget preparation it was unknown total funding for the new grant contract period. The matching portion of this funding was budgeted as 2018 Expenditures.

7. **Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision**
   None to the County.

8. **Proposed Source of Funding**
   Federal Aid Revenue (003-4378) DCJA VAWA

9. **Timing of Impact**
   Immediate

10. **Typed Name & Title of Preparer**
    - Robert Marmo, Ph.D.
    - Chief Planner

11. **Signature of Preparer**
    

12. **Date**
    12-21-2017
TITLE OF BILL: Accepting and appropriating a grant as pass-through funding from the New York State Division of Criminal Justice Services to the Suffolk County Department of Probation for the S.T.O.P. Violence Against Women Act Program with 75% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate $66,750 of said grant funding to support community based agencies to provide domestic violence and sexual assault treatment which has not be included in the 2018 Operating Budget Expenditures.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept and appropriate $66,750.00 of federal funds awarded to the Department of Probation for its participation in the S.T.O.P. Violence Against Women Act Grant Program. Grant funds are for continued efforts of VIBS Family Violence and Rape Crisis Center; LI Against Domestic Violence; Brighter Tomorrows, Inc.; and The Retreat, Inc. The Grant period for the award is January 1, 2018 through December 31, 2018. The 25% matching funds of $22,250 are included in the Probation Department’s budget.

JUSTIFICATION: The Suffolk County SVAWA program seeks to reduce violence against women by providing comprehensive victims services through Suffolk County's four victim service providers. The program enhances services to victims of sexual assault and domestic violence and improves the chances that victims will cooperate with prosecution against assailants and promoting recovery from trauma. Special focus is given to the underserved communities and populations. The goals for this project are: 1) to mobilize public and private resources to reduce the incidence of violence against women, especially in the forms of sexual assault and domestic violence; and 2) to enhance services to victims of sexual and domestic violence, improving the chances that victims will cooperate with prosecution against assailants and promoting recovery from trauma. Special focus will be given to the underserved communities and populations.

FISCAL IMPLICATIONS: The funding will allow for continued services through four (4) domestic violence agencies. The allocated funding was not included in the 2018 Operating Budget
TO: Katie Horst, Director of Intergovernmental Relations
Suffolk County Executive’s Office

FROM: Robert C. Marmo, Ph.D., Chief Planner
Suffolk County Department of Probation

DATE: December 21, 2017

SUBJECT: Resolution Packet for S.T.O.P. Violence Against Women Act Grant

Attached for your review and consideration is an Introductory Resolution to accept and appropriate $66,750.00 of federal funds awarded to the Department of Probation for its participation in the S.T.O.P. Violence Against Women Act Grant Program. Grant funds are for continued efforts of VIBS Family Violence and Rape Crisis Center; Long Island Against Domestic Violence; Brighter Tomorrows, Inc.; and The Retreat, Inc. The Grant period is from January 1, 2018 through December 31, 2018. The 25% matching funds of $22,250 are included in the Probation Department’s budget.

If you have any questions please feel free to contact me at 2-5105.
September 19, 2017

Mr. Dennis Cohen  
Chief Deputy County Executive  
Suffolk County  
H. Lee Dennison Bldg., 12th Floor  
Hauppauge, NY 11788  

RE: Project ID#: SV17-1103-D00

Dear Mr. Cohen:

I am pleased to advise you that the NYS Division of Criminal Justice Services (DCJS) has awarded your organization continued funding in the amount of $66,750.00 under the Federal Fiscal Year (FFY) 2017 STOP Violence Against Women (VAWA) grant program. The funding will be for the period of January 1, 2018 through December 31, 2018 and the award is contingent on the finalization of federal award amounts for FFY 2017.

To receive this funding, applications must be submitted to DCJS. The VAWA Program Representative assigned to your project will contact you within two weeks with guidance on how to proceed with your application. Simultaneously, agencies should be prepared to discuss any proposed changes to the 2017 program goals and objectives prior to application submission. It is important to ensure that your program goals and objectives can be achieved within your contract period.

Thank you for the work you are doing to help prevent violence against women.

Very truly yours,

Michael C. Green  
Executive Deputy Commissioner

Attachment  
MCG:wms:tmv
RESOLUTION NO. - 2018 REAPPOINTING CARA LONGWORTH TO THE SUFFOLK COUNTY LANDBANK CORPORATION BOARD OF DIRECTORS

WHEREAS, Local Law No. 18-2012 established the Suffolk County Landbank Corporation and appointed an initial Board of Directors; and

WHEREAS, Resolution No. 630-2015 appointed Cara Longworth, Regional Director of Empire State Development as a member of the Suffolk County Landbank Corporation Board of Directors; and

WHEREAS, that term of office expired on May 29, 2017, and Cara Longworth has been in holdover status; and

WHEREAS, Steven Bellone, Suffolk County Executive, has reappointed Cara Longworth, Long Island Regional Director of Empire State Development, as a member of the Suffolk County Landbank Corporation Board of Directors, for a term of office expiring on May 29, 2019; now, therefore be it

1° RESOLVED, that the reappointment of Cara Longworth as a member of the Suffolk County Landbank Corporation Board of Directors, for a term of office expiring on May 29, 2019 is hereby approved; and be it further

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

DATED:

APPROVED
BY:

______________________________
Steven Bellone
County Executive of Suffolk County

Date of approval:
# Statement of Financial Impact

**Type of Legislation**
- Resolution **X**  
  - Local Law  
  - Charter Law

## Title of Proposed Legislation

**Resolution No. 2018 Reappointing Cara Longworth to the Suffolk County Landbank Corporation Board of Directors**

**Purpose of Proposed Legislation**
- SAME AS ABOVE

**Will the Proposed Legislation Have a Fiscal Impact?**
- YES **X**  
- NO

**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

**If the answer to item 4 is “yes”, Provide Detailed Explanation of Impact:**
- N/A

**Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.**
- N/A

**Proposed Source of Funding**
- N/A

**Timing of Impact**
- N/A

**Typed Name & Title of Preparer**
- Sarah Lansdale  
  - Director of Planning

**Signature of Preparer**
- [Signature]

**Date**
- 12/22/17
TITLE OF BILL: REAPPOINTING CARA LONGWORTH TO THE SUFFOLK COUNTY LANDBANK CORPORATION BOARD OF DIRECTORS

PURPOSE OR GENERAL IDEA OF BILL: To reappoint Cara Longworth, the Long Island Regional Director of Empire State Development Corporation, to the Suffolk County Landbank Corporation Board of Directors, which term will expire on May 29, 2019.

SUMMARY OF SPECIFIC PROVISIONS: The vacancy shall be filled by a representative of an economic development organization in Suffolk County and Suffolk County Executive Steven Bellone, has reappointed Cara Longworth as a member of the Suffolk County Landbank Corporation Board of Directors for a term of office to expire on May 29, 2019.

JUSTIFICATION: Resolution No. 630-2015 appointed Cara Longworth, Long Island Regional Director of Empire State Development, as member of the Suffolk County Landbank Corporation Board of Directors, which term of office expired on May 29, 2017; and Cara Longworth has been in holdover status.

FISCAL IMPLICATIONS: There is no fiscal impact.
December 22, 2017

Katie Horst, Director of Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Reso-EDP-Reappointing Cara Longworth to SC Landbank

Dear Ms. Horst:

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

REAPPOINTING CARA LONGWORTH TO THE SUFFOLK COUNTY LANDBANK CORPORATION BOARD OF DIRECTORS

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

Very truly yours,

Sarah Lansdale
Director of Planning

Enclosures

cc: Theresa Ward, Deputy County Executive and Commissioner
Dept. of Economic Development and Planning
CE Reso Review (electronic copy)
RESOLUTION NO. - 2018, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS FROM THE CITIZENS CAMPAIGN FUND FOR THE ENVIRONMENT ("CCFE") IN THE AMOUNT OF $15,000 FOR THE PUBLIC EDUCATION CAMPAIGN FOR ADVANCED INNOVATIVE ALTERNATIVES FOR SEPTIC SYSTEMS ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF ENVIRONMENTAL QUALITY AND TO EXECUTE GRANT RELATED AGREEMENTS.

WHEREAS the Citizens Campaign Fund for the Environment ("CCFE") has made $15,000 in grant funds available to Suffolk County in order for the Department of Health Services, in collaboration with CCFE, to launch a comprehensive public education campaign on the benefits of changing out old septic systems and replacing such systems with "Advanced Innovative Alternatives"; and

WHEREAS, the Department of Health Services, in collaboration with CCFE will utilize the funds for, among other things, educational materials, door hangers, bus wraps, print ads, radio Public Service Announcements, social media campaigns and the launching of a "Reclaim Our Water" website; and

WHEREAS, subject to any extensions, the operational period of the Grant will be through November 30, 2018 in which the County will receive 100% grant funding in the amount of $15,000 for a Public Education Campaign for Advanced Innovative Alternatives for Septic Systems; and

WHEREAS, said funds have not been included in the 2018 Operating Budget; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $15,000 and appropriate said grant funds as follows:

Public Education Campaign for Septic System Alternatives - $15,000

REVENUES

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<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
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<td>4460</td>
<td>4465</td>
<td>$15,000</td>
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ORGANIZATIONS

Suffolk County Department of Health Services
Division of Environmental Quality
Public Education Campaign for Septic Systems Alternatives
003-HSV-4460 $15,000

3000-SUPPLIES: $15,000

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<th>Object</th>
<th>Activity</th>
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<td>003</td>
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<td>4460</td>
<td>3100</td>
<td>0000</td>
<td>Instructional Supplies</td>
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</table>

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute the Grant between Suffolk County and the CCFE and to execute any and all necessary agreements to carry out the programs as outlined in the Grant; 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 of Approval:

HSV# 1-2018
December 22, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive's Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate 100% grant funds from the Citizens Campaign Fund for the Environment ("CCFE") in the amount of $15,000 for the Public Education Campaign for Advanced Innovative Alternatives for Septic Systems administered by the Suffolk County Department of Health Services, Division of Environmental Quality.

Citizens Campaign for the Environment in partnership with Suffolk County will launch a comprehensive public education campaign to educate the public on the importance of changing their old failing septic systems and cesspools to a new Innovative and Alternative Onsite Wastewater Treatment System (I/A OWTS) that will reduce nitrogen and help protect and improve water quality within the Long Island Sound.

I have enclosed a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Susan Hodosky at 854-0182. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is “Reso-HSV-EQ Educ for Alt Septic Systems.docx.”

Sincerely,

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

Enclosures

C: Christina Capobianco, CPA, Deputy Commissioner
   Barbara Marano, CPA, Executive Assistant for Finance & Administration
   Jennifer Culp, Assistant to the Commissioner of Health Services
   Walter Dawydik, P.E., Director, Division of Environmental Quality
   Susan Hodosky, Principal Financial Analyst
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution  X  Local Law  Charter Law

2. Title of Proposed Legislation
   Accepting and appropriating 100% Grant funds from the Citizens Campaign Fund for the Environment in the amount of $15,000 for the Public Education Campaign for Advanced Innovative Alternatives for Septic Systems administered by the Suffolk County Department of Health Services, Division of Environmental Quality and to execute grant related agreements.

3. Purpose of Proposed Legislation
   This legislation is needed to accept and appropriate 100% Grant funds from the Citizens Campaign Fund for the Environment in the amount of $15,000 for the Education Campaign for Advanced Innovative Alternatives for Septic Systems administered by the Suffolk County Department of Health Services. The funds will be used to launch a comprehensive public education campaign on the benefits of changing out old septic systems and replacing such systems with “Advanced Innovative Alternatives”.

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

5. If the answer to Item 4 is “yes”, on what will it impact? (Circle appropriate category)
   County  Town  Economic Impact
   Village  School District  Other (Specify):
   Library District  Fire District

6. If the answer to Item 4 is “yes”, Provide Detailed Explanation of Impact:
   None

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

8. Proposed Source of Funding
   100% grant funds from the Citizens Campaign Fund for the Environment.

9. Timing of Impact
   2018

10. Typed Name & Title of Preparer
    Susan Hodosky
    Principal Financial Analyst

11. Signature of Preparer
    [Signature]

12. Date
    12/31/17

SCIN FORM 175b (10/95)
2018 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting and appropriating 100% Grant funds from the Citizens Campaign Fund for the Environment in the amount of $15,000 for the Public Education Campaign for Advanced Innovative Alternatives for Septic Systems administered by the Suffolk County Department of Health Services, Division of Environmental Quality and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% Grant funds from the Citizens Campaign Fund for the Environment in the amount of $15,000 for the Public Education Campaign for Advanced Innovative Alternatives for Septic Systems administered by the Suffolk County Department of Health Services. The funds will be used to launch a comprehensive public education campaign on the benefits of changing out old septic systems and replacing such systems with “Advanced Innovative Alternatives”.

SUMMARY OF SPECIAL PROVISIONS: None

JUSTIFICATION: The funds will be used to launch a comprehensive public education campaign on the benefits of changing out old septic systems and replacing such systems with “Advanced Innovative Alternatives”.

FISCAL IMPLICATIONS: Accept $15,000 in grant funds from the Citizens Campaign Fund for the Environment into the 2018 Adopted Operating Budget.
To: James L. Tomarken, MD, MPH, MBA, MSW
Commissioner

From: Walter Davydiak, Jr., P.E., J.D.
Director, Division of Environmental Quality

Date: December 21, 2017

Subject: Request for Introductory Resolution for accepting and appropriating a grant in the amount of $15,000 from Citizens Campaign Fund for the Environment to fund a public education campaign for advanced innovative alternatives for septic systems.

I request an Introductory Resolution for accepting and appropriating a grant in the amount of $15,000 from Citizens Campaign Fund for the Environment to fund a public education campaign for advanced innovative alternatives for septic systems.

Project Description:

Citizens Campaign for the Environment and Suffolk County are partnering to launch a comprehensive public education campaign to educate public on the importance of changing their old failing septic systems and cesspools to a new innovative and alternative onsite wastewater treatment system (I/A OWTS) that will reduce nitrogen and help protect and improve water quality within the Long Island Sound.

The funds from this project have been committed through a $45,000.45 grant award from the National Fish and Wildlife Foundation (NFWF) and the Long Island Sound Study (LISS) to Citizens Campaign Fund for the Environment, Inc (CCFE). Suffolk County Department of Health Services will work with Citizens Campaign Fund for the Environment to develop a comprehensive educational program that will include the following actions:

- Set up a county hosted webpage that will provide information to homeowners on the benefits of changing out septic systems and cesspools in favor of new I/A OWTS.

- Develop and distribute educational literature to 7,000 homeowners. CCFE and the County will develop an educational tri-fold brochure that will be distributed to homeowners within the Long Island Sound.
Island Sound watershed. The brochure will stress the importance of new I/A OWTS and how they impact water quality within the watershed.

- Develop and distribute 4,000 door hangers in critical target areas.
- Provide 10 community presentations to local civic groups, garden clubs at local libraries and other venues.
- Develop a strategic campaign ad in local papers of Smithtown News, Northport Observer, Riverhead News Review and the Long Islander. These papers are within the LISS target area. The ads will focus on directing people to the newly created webpage.
- CCFE will develop an ad that will be placed on a county bus that encompasses a north shore route to the local Long Island Sound beaches.
- CCFE will develop a radio PSA that will run in the targeted area. The PSA will include Suffolk County Executive Steve Bellone and emphasize the importance of switching to a new innovative alternative system and how it will restore water quality in the Long Island Sound.
- CCFE and Suffolk County will hold a joint press event announcing the launch of the campaign and generate 3 earned media articles on the campaign.
- CCFE will work to promote this campaign to their facebook and twitter followers. It is estimated that this will generate approximately 30,000 views.

The County will apply the grant funds toward the development, printing, and distribution of the following:

- Reclaim Our Water brand promotional materials to be distributed in the Long Island Sound Watershed.
- Materials that inform residents in target areas of the Long Island Sound watershed of the financing available as part of the County’s Septic Improvement Program
- Materials that inform residents in target areas of the Long Island Sound watershed of the benefits of Innovative and Alternative Onsite Wastewater Treatment Systems.
- Materials to be distributed to residents in the Long Island Sound watershed who recently installed a new I/A OWTS on how to best maximize performance from their new purchase.

wd/
c: John Sohngen, PE, Chief - Office of Ecology
Justin Jobin, Environmental Projects Coordinator - Office of Ecology
Sarah Lansdale, Director of Planning - Department of Planning and Economic Development
I. Background Information

1. Grant Title
   Public Education Campaign for Advanced Innovative Alternatives for Septic Systems

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

3. Grant / Contract Status (Check One Box)
   - X New Program Application
   - B. Renewal Application
   - C. Supplemental (Specify)
   - D. Extension of Funding Period
   - E. Contract

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

   The purpose of the grant is to launch a comprehensive public education campaign on the benefits of changing out old septic systems and replacing such systems with "Advanced Innovative Alternatives." This will be accomplished by making educational material available to the public.

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

   NONE

II. Budget Information

1. Term of Contract
   From: 3/1/2018 To: 11/30/2018

2. Financial Assistance Requested

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<th>Source</th>
<th>First Funding Cycle</th>
<th>Second Funding Cycle</th>
<th>Third Funding Cycle</th>
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<tr>
<td>Federal</td>
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<tr>
<td>State</td>
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<tr>
<td>Private</td>
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<td>Total</td>
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3. Explanation of Requested County Financial Assistance

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<td>A. Cash Contribution</td>
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<tr>
<td>B. In-Kind Contribution</td>
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</table>

4. Total Number of New Positions Requested
   none

5. Can This program be Refunded by the Proposed Non-County Sources?
   Yes X No

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)
   none

7. What do you anticipate happening when the Federal, State and/or Private Financial Assistance is discontinued (That is, program termination, reduced services, financial implications, layoffs, etc.)?
   If funding was discontinued, the additional educational material would not be made available to the public.

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

III. COUNTY EXECUTIVE’S OFFICE REVIEW

1. Intergovernmental Relations Division Review: Approved Disapproved

2. Signature of Coordinator

3. Date

4. Comments

5. Budget Office Review: Approved Disapproved

6. Signature of Budget Director

7. Date

8. Comments

SCIN FORM 184
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<td>3070 Memberships &amp; Subscr.</td>
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<td>3510 Rent: Business Machines</td>
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<td>3680 Repairs, Special Equip</td>
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<td>Non-Employees</td>
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<tr>
<td>8280 Retirement</td>
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<td>OTHER: (List Source &amp; Brief</td>
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<tr>
<td>Explanation)</td>
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I certify that the above in-kind contributions are not currently being used to support other Grants.

[Signature of Project Director]
## Detail Listing of Personal Services

<table>
<thead>
<tr>
<th>Title of Position</th>
<th>Grade / Step</th>
<th>Salary</th>
<th>Employee Name</th>
<th>Grantor</th>
<th>County</th>
<th>In-Kind</th>
<th>Remarks</th>
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[Signature]
GRANT AGREEMENT

This Grant Agreement is hereby entered into by and between Citizens Campaign Fund for the Environment ("Grantor" or "CCFE"), and (Suffolk County) ("Grantee") (each a "Party" and collectively, the "Parties").

Grantor will provide a grant in the amount of $____15,000_____ ("the Grant Funds").

PROGRAM OBJECTIVES:

- Objective 1: In Collaboration with CCFE launch comprehensive public education campaign on benefits of changing out old septic systems and replacing with Advanced Innovative Alternatives. The campaign will include educational materials, door hangers, bus wraps, print ads, radio PSA, and robust social media component.
- Objective 2: Launch website "Reclaim Our Water"
- Objective 3: Provide 10 community presentations

PROGRAM DESCRIPTION:

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1. **Use of Grant Funds.** The Grant Funds shall be used solely and exclusively for the purposes and in the manner specified in the Program Objectives. No part of the Grant Funds shall be used to attempt to influence legislation or the outcome of any specific public election; to carry on, directly or indirectly, any voter registration drive; or to make payments to an individual, except for compensation or expense reimbursement to employees of, or consultants to, Grantee and within the scope of their employment or engagement.

2. **Term.** The duration of the grant period shall begin effective as of the last date on which the parties sign the lines provided below and extend through November 30, 2018.

3. **Report.** Grantee must provide a brief report to CCFE describing how the funds were used. The report is due 30 days after the Program is completed.

4. **Lobbying.** No part of these funds may be used for grassroots lobbying.

5. **Tax-Exempt Status.** Grantee will not utilize the grant to engage in any activity that jeopardizes CCFE's status as a charity tax-exempt under section 501(c)(3) of the Code. For example, Grantee will not use this grant to intervene in any election or support or oppose a candidate for public office.
6. **Termination.** CCFE may terminate this agreement immediately upon written notice (including email) should Grantee fail to use funds in compliance with this grant, or if Grantee’s charitable 501(c)(3) tax exempt status is revoked by the IRS.

7. **Intellectual Property.** Grantee and CCFE agree that all copyright and other interests in materials produced as a result of this grant shall be owned by the Grantee. To ensure the widest possible distribution of such materials and ensure that they remain generally available to the public, the Grantee shall, and shall cause any individuals who may have some interest to grant, and hereby grants to CCFE a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the materials or other work products arising out of or resulting from Grantee’s use of the Grant Funds.

8. **Right to Publish.** Grantee hereby grants CCFE a non-exclusive, unlimited license to distribute, copy, modify, perform, display, or otherwise use any deliverable it creates under this agreement, including but not limited to the alerts, articles, press releases, and reports.

9. **Approvals.** CCFE will, at all times, maintain control over the content, creative design, schedule, recipient lists, and volumes of its communications.

10. **Independent Contractor Status.** Nothing in this agreement shall create any employment, joint venture, agency, or partnership relationship between the parties.

11. **Notice to CCFE.** Any notices required or otherwise given to CCFE with regard to this grant shall be given in writing and shall be delivered and addressed as follows: all legal notices by certified or registered mail to Office the General Counsel, National Wildlife Federation, 11100 Wildlife Center Drive, Reston, VA 20190; all Program-related notices by email, certified mail, or facsimile to the CCFE Program representative specified herein; or, to in such other form and to such other address as CCFE may from time to time specify in writing.

12. **Change in status.** Grantee and CCFE shall notify the other within 72 hours if: (i) its organizational mission changes; (ii) staff changes may affect the Program’s scope or outcome; or (iii) changes in funding may affect the Program.

13. **Confidentiality.** Grantee shall maintain as confidential any information provided CCFE that is confidential, such as donor and personal contact information, or other information designated as confidential or which should be reasonably recognized as confidential.

14. **No assignment.** Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this grant without prior written approval from CCFE.

EXECUTION BY Citizens Campaign for the Environment

Executed this________ day of ____________, 2017.

Adrienne Esposito  
Executive Director

EXECUTION BY THE GRANTEE

By signature below, the Grantee acknowledges that it accepts and agrees to be bound by this Agreement.
Executed this __________ day of __________, 2017.

______________________________
[Suffolk County Authorized Person]  
[Title]
INSTRUCTIONS: This is the narrative portion of the Long Island Sound Futures Fund application. Please answer all questions. The narrative should not exceed 12 pages in a 12 point font. Please do not change the template as follows: 1) delete questions (you can remove description after the boldface question category but not the category itself (i.e., maintain Problem/Solution etc.); 2) change the numbering; 3) place narrative on your own templates or letterhead; and 4) provide links to external electronic references in the body of the narrative. (LISFF reviewers are not able to access links to external electronic resources while working in the online system). When you have completed this narrative upload it back into Easygrants into “Uploads.”

Type of Project: Check one category which describes the primary purpose of the proposal: (X) Clean Waters and Healthy Watersheds, ( ) Thriving Habitats and Abundant Wildlife, ( ) Educating to Engage Sustainable and Resilient Communities

Problem/Solution. Describe: 1) the specific problem(s) to be addressed by the project; 2) the fit of the project to program priorities of the LISFF RFP; 3) why the problem and solution is relevant to protection and restoration of the health and/or living resources of Long Island Sound; and 4) how the project will help address or solve the problem.

The Long Island Sound Comprehensive Conservation Management Plan of 2015 states, “Clean Water is the foundation of a healthy Sound—for human use and recreation, for thriving fisheries, and for productive habitats.” Progress on water quality has been made in the Sound. Most notably, sewage treatment plants have significantly reduced nitrogen. Yet, hypoxia persists, toxic tides are increasing, and beaches remain closed. On-site septic and cesspools are a major contributing culprit that has been linked to the worsening water quality.

Citizens Campaign for the Environment and Suffolk County are partnering to launch a comprehensive public education campaign to educate members on the importance of changing their old falling septic or cesspool to a new innovative wastewater treatment alternative option that will reduce nitrogen and help protect and improve water quality within the Sound.

Suffolk County is 74% unsewered, with many of the homeowners within the Long Island Sound watershed relaying on antiquated septic and cesspool technology to treat wastewater. The Suffolk County Comprehensive Water Resources Management Plan identifies wastewater as the major contributor of nitrogen, which has significantly impacted water quality in the Sound and its streams, rivers and embayments. Only 26 percent of Suffolk County is connected to a community sewage collection and treatment system capable of reducing nitrogen. The remaining 74 percent of the County utilizes onsite sewage disposal systems to meet their sewage disposal needs. These onsite sewage disposal systems are either systems consisting of cesspools (also known as leaching pools) or a combination of a septic tank and leaching pool (conventional onsite sewage disposal system). These systems typically have little nitrogen reduction capabilities. The wastewater effluent from these onsite sewage disposal systems discharges into the ground eventually impacting ground and surface water resources.

The Town of Huntington has 58,298 residential parcels or 90% of residential parcels on septic/cesspools. The Town of Smithtown has 34,411 residential parcels, which equates to 91% of parcels unsewered. The Town of Riverhead has 10,048 residential parcels or 84% of parcels on septic/cesspools. The Town of Brookhaven, which is partially in the LIS watershed, has 122,984 residential parcels that are on septic/cesspools, equating to
81% of the total residential parcels. These systems do not have the ability to remove nitrogen. The EPA Long Island Sound Nitrogen Reduction Strategy acknowledges the challenge in addressing diffuse sources of nitrogen, such as onsite wastewater. The LISS CMP (2015) identifies “Nitrogen from onsite wastewater treatment systems... have remained level or increased. To continue progress in attaining water quality standards it is necessary to manage adaptively, continuing to seek aggressive and practical nitrogen reductions from all sources while evaluating the effectiveness of these reductions.” To further reduce nitrogen into the Sound, its rivers, and embayments we must move away from antiquated septic systems and moving towards new innovative wastewater treatment alternative (I/A) systems.

Suffolk County has been proactive in working to address this issue. Article 19 of the Suffolk County Sanitary Code has been amended to approve the use of I/A systems in Suffolk County and a Resolution was passed to require the appropriate training for onsite wastewater treatment system installers to attain the knowledge they need to install the new I/A systems. These primary actions have laid the groundwork to continue moving forward in transitioning Suffolk County to I/A systems.

New York State recognized the need to change-out homeowners old systems by including, in the 2017-2018 budget, $75 million for homeowner grants for septic replacements. Currently, the cost of I/A OWTSes is a barrier to homeowners who want to do the right thing. An assistance program for homeowners will help to bridge the gap between the cost of an I/A system and a traditional septic system.

Suffolk County has also established a voluntary grant and loan assistance program for homeowners, which will start July 1st. The County has already appropriated $4 million in initial funding over the next two years. Grants are provided to homeowners up to $11,000 for a new advanced system, and homeowners are eligible to receive up to an additional $10,000 loan (at 3% over 15 years) administered by the Community Development Corporation of Long Island. Financially incentivizing new I/A systems removes any cost barriers to homeowners. Effectively, this program will jumpstart the switch to I/A systems and expedites their proliferation, so that the changeover to approved nitrogen-reducing systems becomes a reality and not a discussion. The program will only be successful when homeowners understand and know how to participate.

In 2006 the LIS Study conducted a public perception survey to gauge the knowledge of residents in the watershed. The survey correlated environmental knowledge with behaviors contributing to environmental stewardship. Achieving positive behavior changes requires understanding. It was found that those that had high environmental knowledge on the issues were also most likely to practice pro-environment behaviors. This finding reinforces the importance of public education and how it will lead to positive behavioral changes.

Suffolk County has approved 4 different manufactures with 6 different new innovative alternative septic systems. They are on track to have a total of 12 innovative alternative systems approved by the end of the year. These systems have been piloted in the County and proved their ability to reduce nitrogen down to 19 parts per million of nitrogen or less, a reduction of up to 70% in nitrogen. If the systems do not meet nitrogen reductions they are rejected by the County. Now, with a homeowner assistance program in place the new systems will cost about the same as a conventional system. In this new program CCFE and Suffolk County will work in the towns of Huntington, Smithtown, and Riverhead, within the Long Island Sound watershed, to educate and motivate homeowners to upgrade their septic system to protect the Sound and will provide them the tools on how to apply for assistance grants.

Unfortunately, there has already been misinformation about the benefits to homeowners in upgrading their onsite systems and how this change can improve water quality in the Sound. CCFE received one piece of literature that stated, “FACT: The County has never shown a direct connection between environmental benefits and the reduction of nitrogen from residential septic systems.” This is completely, unequivocally wrong. Without a comprehensive education campaign these myths will only spread and impede progress throughout the Sound’s watershed.
This comprehensive education campaign directly addresses the program priorities for Clean Waters and Healthy Watersheds in the RFP. Specifically, the RFP states, “promote and implement conservation activities that reduce pollution at its source including: develop and implement alternatives to current decentralized on-site wastewater treatment systems.” Through CCFE’s direct outreach staff, we are already receiving inquiries from homeowners who want more information about the County’s program. This comprehensive educational program provides and tools and resources that homeowners need to switch to new innovative systems that remove nitrogen from wastewater.

In this comprehensive educational campaign CCFE and Suffolk County will:

A. Set up a New Webpage
   CCFE will work to with the County to set up a webpage that will provide information to homeowners on benefits of changing out their septic tanks, the Suffolk County approved technology choices, how to apply for assistance from the County, and what permits are needed from the Health Department. Links will be provided to any needed forms/applications. There will also be a place on the webpage where homeowners can submit their information if they are interested in replacing their old septic with a new advanced innovative alternative septic system or if they have additional questions. The County will be able to follow up directly with any interested individuals. The page will be hosted on the County’s website, with links to the page provided on CCFE’s website. This is critical to be able to point interested homeowners to one place where they will be able to access all the information they need to make an informed choice.

B. Develop & Distribute Educational Literature to 7,000 homeowners
   CCFE and the County will develop an educational tri-fold brochure that will be distributed to homeowners in the watershed of the LIS in Suffolk County. The brochure will address the importance of new innovative alternative systems and how they impact water quality within the Sound, they will provide information on the approved technologies for use, information on the grants assistance program, and information about the webpage, which will be a clearinghouse for all the information and links to any applications they will need to move forward.

   The literature will be distributed via CCFE’s door-to-door canvass, tabling events within the Long Island Sound watershed communities, beaches, libraries within the watershed, and copies will be made to community groups and industry groups to disseminate to their memberships.

C. Develop & Distribute 4,000 Door Hangers in critical target areas
   CCFE will develop door hangers that contain the webpage information. These will be distributed in the key target towns.

D. Provide 10 Community Presentations
   CCFE and Suffolk County will provide 10 community presentations. These presentations will be to local civic groups, garden clubs, at local libraries, and other venues. The presentations will provide an overview of how antiquated septic systems are impairing water quality in the Sound and provide homeowners with the tools and resources needed to upgrade their systems.

E. Local Ad Campaign
   CCFE will strategically place ads in the local papers of Smithtown News, Northport Observer, Riverhead News Review and The Long Islander. These papers are within the target area. The ads will focus on directing people to the newly created webpage to access all the information they need.

F. Bus Wrap Ad
   CCFE will develop an ad that will be placed on a County bus that encompasses a north shore route to the local Long Island Sound Beaches.
G. Radio PSA
CCFE will develop a radio PSA that will run in the targeted area. The spot will feature Suffolk County Executive and emphasize the importance of switching to a new innovative alternative system and how it restores water quality in the Sound.

II. Earned Media
CCFE & Suffolk County will hold a press event announcing the launch of the campaign and generate 3 earned media articles on the campaign.

I. Social Media
Social media is a proven, effective outlet for educational and social marketing campaigns. CCFE will work to promote this campaign among our 5,500 Face book Fans and our over 2,500 Twitter followers. CCFE will use additional resources to boost important and relevant information. This will expand the organic reach of our Face book posts. CCFE will post 5 educational Face book posts and 20 tweets for this campaign. When CCFE recently released our interactive map on 1, 4-dioxane, documenting levels found in 58 water districts throughout Long Island, the map generated 30,000 views and was shared on social media almost 300 times.

2. Environmental Results. Describe and, to the extent possible, quantify the primary projected environmental results — (deliverables that are directly related to delivery of project activities) by project completion.

CCFE anticipates the following deliverables:
- 1 new webpage hosted on Suffolk County website with links on CCFE’s website
- Distribution of 7,000 pieces of educational literature
- Distribution of 4,000 door hangers
- 1 Live Facebook Press Event
- 10 community presentations
- 6 professionally designed local ads in 4 community papers
- 1 radio PSA
- 1 bus wrap ad
- 3 earned media articles
- 15 Face book Posts and 20 tweets on CCFE social media outlets

Additionally CCFE anticipates the following outcomes:
- 50 new applications for installation of advanced innovative alternatives within the target area
- 15,000 hits to the new webpage
- 20,000 total views for Face book posts

3. Technical Merit. Provide a detailed work plan, including a:

a) description of the overall methodology or approach to achieving environmental project results (Please note the description should be detailed enough for reviewers to make a clear connection between the proposed methods/activities and the proposed project budget. The proposed project budget is not the budget for the entire project. It is the budget requested from LISFF);

b) description of each major activity to be undertaken;
c) timetable indicating roughly when activities or project milestones are to be accomplished (see table below; the timetable should not propose specific dates but instead group activities by month over the entire proposed project period); and

d) description of methods to be used to track environmental results (results or deliverables to be achieved at the end of the project performance period). (For example if you are proposing to: 1) increase public understanding of nitrogen issues in the Sound a pre and post evaluation of knowledge gained would be a means to track results; 2) install green infrastructure you might describe the tool or approach you will used to capture the gallons of stormwater treated; 3) reduce invasives you might establish a percentage measure of reduction in extent of invasion by acres treated etc.).

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Task 4: Provide 10 Community Presentations

4.1) CCFE and Suffolk County will establish a database of targeted stakeholder groups within the watershed of LIS within Suffolk County | January-March 2018

4.2) CCFE will outreach to groups to schedule presentations at their membership meetings. Suffolk County will participate in joint presentations | March-December 2018

4.3) CCFE will promote presentations via social media, boosting posts to further the reach of the audience. | March-December 2018

4. Qualifications. Describe the following: a) organizational, staff, partner and/or consultant qualifications and experience relevant to delivery of the proposed project, and b) the specific role and responsibilities of each in delivery of major project activities. **Please do not provide or upload CVs or resumes.**

Citizens Campaign Fund for the Environment, Inc. (CCFE) is a 501 (c) (3), not-for-profit, tax-exempt organization, that was established in 1989 for the purpose of providing essential education, research and community outreach on key environmental and public health protection issues. We work to accomplish these goals through research, public education and information dissemination. Our mission is to:

- Advance and promote environmental education,
- Increase citizen involvement, and
- Expand environmental and public health protection and research utilizing sound and progressive science.

CCFE seeks to enhance environmental policies and practices through grassroots organizing, coalition building and public education. CCFE advances issues related to land and water resource protection and management, as well as public health and wildlife protection. Some of the specific topics in which we are actively engaged include:

- Remediation of contaminated drinking water;
- Surface and groundwater water pollution from wastewater infrastructure, incompatible land uses, and storm water runoff;
- Coastal resources restoration and management (Long Island's South Shore Estuary Program, Long Island Sound and the Great Lakes);
- Promoting clean, safe renewable energy technology and use;
- Reduced use of pesticides;
- Environmental education throughout many New York communities.

CCFE has demonstrated success in advancing safe drug disposal programs. This program will be managed and implemented by CCFE's Executive Director, Executive Programs Manager, NY Program Coordinator and Government & Program Manager in CT.
Adrienne Esposito, Executive Director. Adrienne holds a degree in Geology and Environmental Science from CU Post University. She is a co-founder of CCFE and has worked on numerous environmental campaigns since the organization’s inception in 1985. Adrienne has crafted campaigns to engage the public on environmental protection issues including, but not limited to: remediation of toxic plumes, stewardship of land and water, support for large scale renewable energy projects, reducing pesticide application, and more. She is an active member of the New York Ocean and Estuary Coalition, and serves as the co-chair of the LIS CAC Policy and Advocacy Committee.

Maureen Dolan Murphy, Executives Programs Manager. Maureen is a graduate of Siena College with a degree in Psychology and Environmental studies, and has been with CCFE since 2001. She has worked on a number of local, state, and federal campaigns to advance renewable energy, reduce pesticide use, increase recycling and protect and restore our ocean and estuaries. She has been an active member of the Long Island Sound Study since 2003. She chaired the LISS Communications Workgroup from 2004-2008. She also chairs the South Shore Estuary Reserve Citizens Advisory Committee.

Jordan Christensen, Program Coordinator Jordan began working with CCE as a college student in 2007. In 2009, she graduated from SUNY Geneseo with degrees in English Literature and Journalism & Media Studies. She has worked on a variety of campaigns, including Long Island Sound and Hudson River protection, reducing disposable bag pollution, limiting pesticide use in NY schools, and promoting renewable energy. Jordan currently works out of the Long Island office as a Program Coordinator.

Suffolk County

Dorian Dale, Director of Sustainability and Chief Recovery Officer Dorian is one of the primary members of the County Executive’s Reclaim Our Water team and author of several chapters of the Comprehensive Water Resources Plan. Dorian brings a wealth of private sector and practical experience to the County. During his time at the Town of Babylon, Dorian launched the nationally acclaimed Long Island Green Homes initiative.

Justin Jobin, Environmental Projects Coordinator While successfully administering a septic improvement program in Rhode Island, Justin was recruited by the Suffolk Reclaim Our Water team to bring his hands-on experience here to Suffolk County. With a background in science and working with hundreds of homeowners and manufacturers to install innovative alternative systems, Justin is one of the primary members of the Reclaim Our Water team.

5. Communication. Describe: a) the content to be communicated related to restoration and protection of the health and/or living resources of Long Island Sound; b) how this content will be communicated (e.g., websites, signs, social media, workshops/trainings etc.); and c) target audiences.

• New Webpage: CCFE and Suffolk County will create a new webpage where homeowners will be able to access everything they need to know about changing their septic system in Suffolk County. Links to any permits and grant assistance will be available on the page. The page will also detail out the public benefits of using a new innovative alternative system and how changing out septic tanks will improve the Sound’s water quality. Homeowners are asking CCFE’s canvassers and calling CCFE’s office inquiring how to apply for assistance grants to upgrade their system. Homeowner’s want to do the right thing, but we need to provide them access to the right information. The new webpage will be a one stop shopping for homeowners.

• Social Media. CCFE will use our website, Facebook page, and Twitter account to inform members of the public the benefits of switching out their septic systems to new innovative alternative septic. CCE’s website
generates approximately 5,000 new hits per week according to our tracking data. We have over 5,500 fans on Facebook, and 2,500 people follow us on Twitter. We also have a database of over 20,000 email members that we keep updated by action alerts and our monthly Highlights and Happenings e-newsletter. CCFE will commit to at least 15 Facebook posts, and 20 tweets.

- **Earned Media.** CCFE will generate earned media on all aspects of the campaign to further increase public awareness and understanding.

6. **Long-term Sustainability.** If appropriate, describe how the project will be maintained or monitored after the life of the grant to document or sustain project results. *If proposing a planning project, please discuss, to the extent possible, how you plan to implement the project (potential funding sources, partners).*

Once the webpage is developed it will be able to be maintained and updated by Suffolk County and Suffolk County staff. CCFE will work with our partner groups to help promote the website to Suffolk residents within the Long Island Sound Watershed. CCFE will continue to promote the website and the grant assistance programs in our core Long Island Sound work and our core Clean Water Partnership work.

7. **Prior LISFF Grant(s).** If you have received a prior grant under LISFF in the period of 2014-2016 provide a no greater than two paragraph summary of progress associated with that grant relative to promised deliverables. NA