

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1053- 2010**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1053- 2010

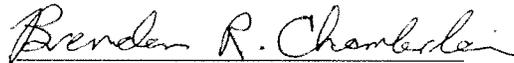
**RESOLUTION NO. -2010, AUTHORIZING A
MEMORANDUM OF UNDERSTANDING AMONG THE
SUFFOLK COUNTY POLICE DEPARTMENT, THE SUFFOLK
COUNTY OFFICE OF PROBATION, THE SUFFOLK COUNTY
SHERIFF'S OFFICE, THE SUFFOLK COUNTY DISTRICT
ATTORNEY'S OFFICE AND THE SUFFOLK COUNTY
DEPARTMENT OF SOCIAL SERVICES FOR SHARING
DOMESTIC VIOLENCE INCIDENT INFORMATION**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**WHEREAS, PURSUANT TO ARTICLE II, SECTION 2-12(A) AND ARTICLE
III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF
INTERGOVERNMENTAL RELATIONS, CERTIFY THAT THERE EXISTS A NEED
FOR THE IMMEDIATE CONSIDERATION OF INTRODUCTORY RESOLUTION
NO. 1053-2010, BECAUSE IT IS IMPORTANT TO PROMPTLY MAKE
AVAILABLE TO ALL PERTINENT SUFFOLK COUNTY DEPARTMENTS AND
AGENCIES INFORMATION LEADING TO THE PREVENTION AND
PROTECTION OF FAMILIES AND INDIVIDUALS AFFECTED BY DOMESTIC
VIOLENCE.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF FEBRUARY, 2010.**



BRENDAN CHAMBERLAIN

DIRECTOR OF INTERGOVERNMENTAL RELATIONS

**HAUPPAUGE
SUFFOLK COUNTY, N.Y.
COUNTY LEGISLATURE**

2010 JAN 29 P 3:09

RECEIVED

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2010, AUTHORIZING A MEMORANDUM OF UNDERSTANDING AMONG THE SUFFOLK COUNTY POLICE DEPARTMENT, THE SUFFOLK COUNTY OFFICE OF PROBATION, THE SUFFOLK COUNTY SHERIFF'S OFFICE, THE SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE AND THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR SHARING DOMESTIC VIOLENCE INCIDENT INFORMATION

WHEREAS, the prevalence of domestic violence on local, state and national levels continues to escalate despite increasing awareness and prevention efforts; and

WHEREAS, efforts to assist victims and families and to pursue perpetrators of domestic violence would be greatly enhanced if the County criminal justice and social services systems were to share comprehensive information on domestic violence incidents; and

WHEREAS, domestic violence incident information maintained by and accessible to individual entities within the criminal justice system may not be readily accessible among the various entities; and

WHEREAS, domestic violence incident information maintained by the criminal justice system may not always be readily available or accessible to the County Department of Social Services; and

WHEREAS, such information could benefit the victims and families served by the social services system by facilitating the appropriate handling of specific cases; and

WHEREAS, such information sharing would significantly assist, and in certain instances, protect caseworkers and other social service providers in their investigations of domestic violence situations and

WHEREAS, a Memorandum of Understanding (MOU) among the Suffolk County Police Department, the Suffolk County Office of Probation, the Suffolk County Sheriff's Office, the Suffolk County District Attorney's Office and the Suffolk County Department of Social Services for the purpose of sharing domestic violence incident information would address these concerns; now, therefore be it

1st RESOLVED, that the County Executive or his designee, is hereby authorized to execute an MOU Among the Suffolk County Police Department, the Suffolk County Office of Probation, the Suffolk County Sheriff's Office, the Suffolk County District Attorney's Office and the Suffolk County Department of Social Services for sharing domestic violence incident information, to the extent permitted by law; and be it further

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

DATED: , 2010

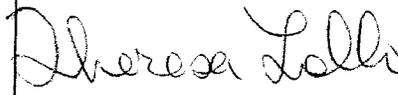
APPROVED BY:

County Executive of Suffolk County

Date:

1053

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation		
Resolution <u> X </u> Local Law Charter Law		
2. Title of Proposed Legislation		
AUTHORIZING A MEMORANDUM OF UNDERSTANDING AMONG THE SUFFOLK COUNTY POLICE DEPARTMENT, THE SUFFOLK COUNTY OFFICE OF PROBATION, THE SUFFOLK COUNTY SHERIFF'S OFFICE, THE SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE AND THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR SHARING DOMESTIC VIOLENCE INCIDENT INFORMATION		
3. Purpose of Proposed Legislation		
SEE #2 ABOVE.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.		
THE PURPOSE OF THIS RESOLUTION IS TO SHARE DOMESTIC VIOLENCE INCIDENT INFORMATION THAT MAY NOT BE READILY ACCESSIBLE TO THE COUNTY DEPARTMENT OF SOCIAL SERVICES. THIS INFORMATION SHARING WOULD SIGNIFICANTLY HELP SOCIAL SERVICES CASEWORKERS IN THEIR EFFORTS TO ASSIST VICTIMS AND FAMILIES OF DOMESTIC VIOLENCE.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or other Subdivision.		
N/A		
8. Proposed Source of Funding.		
N/A		
9. Timing of Impact.		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
THERESA LOLLO PRINCIPAL FINANCIAL ANALYST		January 29, 2010

SCIN FORM 175b (10/95)

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1087 - 2010**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1087 – 2010

**RESOLUTION NO. -2010, DELEGATING AUTHORITY
TO REFUND CERTAIN ERRONEOUS TAX PAYMENTS TO
THE SUFFOLK COUNTY TREASURER**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1087 – 2010, BECAUSE THE COUNTY
WOULD LIKE TO PASS THIS RESOLUTION, BEFORE THE NEXT SCHEDULED
GENERAL MEETING A MONTH FROM TODAY.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF FEBRUARY, 2010.**

Brendan R. Chamberlain

**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

**RECEIVED
2010 JAN 28 P 2:50
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE**

Intro. Res. No. 1087-10
Introduced by Presiding Officer at the request of the Suffolk County Executive

Laid on Table 2/2/10

**RESOLUTION NO. 2010, DELEGATING AUTHORITY
TO REFUND CERTAIN ERRONEOUS TAX PAYMENTS TO
THE SUFFOLK COUNTY TREASURER**

Whereas, Section 556, New York **REAL PROPERTY TAX LAW** has been amended to permit the Suffolk County Legislature to delegate its authority to refund erroneous tax payments of **TWO THOUSAND FIVE HUNDRED (\$2500.00) DOLLARS** or less; now, therefore, be it

Resolved, that this Legislature hereby delegates to the Suffolk County Treasurer the authority to grant real property tax refunds of **TWO THOUSAND FIVE HUNDRED (\$2500.00) DOLLARS** or less to property owners in the County of Suffolk upon receipt of written reports of investigation and recommendation by the County Director of Real Property Tax Service Agency; and be it further

Resolved, that if the County Treasurer denies the refund, in whole or in part, the County Treasurer shall transmit to the Suffolk County Legislature together with copies of the application and the reasons for denial of the refund, and be it further

Resolved, that the County Treasurer shall submit a report of the refunds processed to the Suffolk County Legislature on or before the fifteenth (15) day of each month for the actions taken during the preceding month amount of the refund; and be it further

Resolved, that this resolution shall only be in effect through December 31st of 2010.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

1087

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
ResolutionXXX

Local Law

Charter Law

2. Title of Proposed Legislation

To readjust, compromise and grant refunds and charge backs on Correction of Errors/County Treasurer By: County Treasurer

3. Purpose of Proposed Legislation

To cancel or adjust taxes and make refunds and charge backs due to erroneous or improper assessments.

4. Will the Proposed Legislation Have a Fiscal Impact?

YES XXX

NO

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

County

Town

Economic Impact

Village

School District

Other (Specify):

Library District

Fire District

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

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

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

Unknown

8. Proposed Source of Funding

To be refunded from the County General Fund

9. Timing of Impact

Variable

10. Typed Name & Title of Preparer

Angie M. Carpenter
County Treasurer

11. Signature of Preparer

Angie M. Carpenter

12. Date

11/6/09

**Additional back-up regarding IR1087 is on file in the
Legislative Clerk's Office, Hauppauge.**

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1142 - 2010**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1142 – 2010

**RESOLUTION NO. -2010, ACCEPTING AND APPROPRIATING
100% LOCAL GOVERNMENT RECORDS MANAGEMENT
IMPROVEMENT FUND GRANT FROM NEW YORK STATE FOR
RECORDS MANAGEMENT PROGRAMS**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1142 – 2010, TO ENSURE THAT THE
COUNTY CLERK’S OFFICE HAS SUFFICIENT TIME TO COMPLETE THE WORK
BEFORE THE STATE DEADLINE.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF FEBRUARY, 2010.**

Brendan R Chamberlain

**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

RECEIVED
2010 JAN 28 P 2:50
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPTAUSSCHUSS

Intro. Res. No. 1142-10
Introduced by Presiding Officer on Request of the County Executive

Laid on Table 2/2/10

**RESOLUTION NO. -2010, ACCEPTING AND APPROPRIATING
100% LOCAL GOVERNMENT RECORDS MANAGEMENT
IMPROVEMENT FUND GRANT FROM NEW YORK STATE FOR
RECORDS MANAGEMENT PROGRAMS**

WHEREAS, the State Education Department has advised the Suffolk County Clerk that a Local Government Records Management Improvement Fund Grant in the amount of sixty-eight thousand two hundred twenty-nine dollars (\$68,229.) has been awarded to the Suffolk County Clerk's Office for records management programs; and

WHEREAS, this grant will make it possible for the Suffolk County Clerk's Office to create digital use copies of the paper Grantor/Grantee indexes 1969-1977 series volumes thereby increasing the longevity of the records; and

WHEREAS, no matching funds are required; and

WHEREAS, funds appropriated for this New York State Education Department, State Archives and Records Administration (S.A.R.A) grant will be accepted and available in the 2009-2010 fiscal year; and

1st RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions created by this Resolution at the conclusion of the grant funding provided for such positions created by said grant; now, therefore be it

2nd RESOLVED that funding in the amount of sixty-eight thousand two hundred twenty nine dollars (\$68,229) in the form of a Local Governments Record Management Improvement Fund Grant for the purpose of assisting the Suffolk County Clerk in establishing records management programs or developing new components thereof is appropriated as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
001-3089 State Aid: Other	+ \$68,229
<u>APPROPRIATIONS</u>	
County Clerk's Office	
001-CLK-1414-1130	
Temporary Salaries	+\$68,229

DATED:

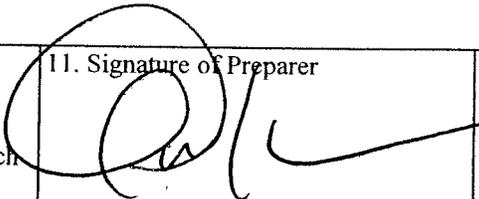
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1142

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. -2010, ACCEPTING AND APPROPRIATING 100% LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND GRANT FROM NEW YORK STATE FOR RECORDS MANAGEMENT PROGRAMS		
3. Purpose of Proposed Legislation		
SAME AS ABOVE – ACCEPTING \$68,229 FOR THE ABOVE GRANT		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> 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:		
NO IMPACT: REVENUE TO THE COUNTY		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
STATE GRANT		
9. Timing of Impact		
UPON APPROVAL		
10. Typed Name & Title of Preparer	11. Signature of Preparer	
Allen M. Kovesdy Director of Management and Research		January 25, 2010

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1142

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

1142
THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12230The New York State Archives
Grants Administration Unit
9A81 Cultural Education Center
Albany, NY 12230Tel. (518) 474-6926
Fax (518) 486-1647
E-mail: Archgrants@mail.nysed.gov

October 15, 2009

Project Number: 0580-10-1129

Lawrence Davidson, Project Director
Suffolk County
310 Center Dr
Riverhead, NY 11901

Dear Mr. Davidson:

After reviewing your proposal for a Local Government Records Management Improvement Fund (LGRMIF) grant, the New York State Archives, a unit of the NYS Education Department (SED) is pleased to inform you it has tentatively awarded your organization a grant in the amount of \$74,965. This was a highly competitive year for grants, with only \$5,579,929 in funding available. Please be aware that the Governor has proposed cuts to local assistance, including the LGRMIF, which may or may not affect the final amount of your grant award.

All grants, regardless of type or dollar amount, are subject to further review, monitoring, and audit to ensure compliance. SED has the right to recoup funds if the approved activities are not performed and/or the funds are expended inappropriately.

You will receive payment for this grant as follows:

1. 50% of the award, which you should receive in approximately four weeks. Note that the Archives no longer requires the submission of a Grant Acceptance Form to begin this process.
2. Up to 40% of the grant will be released when you submit form FS-25 *Request for Funds for a Federal or State Project* to SED's Grants Finance Unit. Please note applicants must submit these requests now based on anticipated expenditures for the next month only, as the State Education Department can no longer accept requests based on anticipated expenditures for the next quarter.
3. The remaining 10% will be released when the project is completed and the *Grant Project Final Report Form (FR-1)* and the *Final Expenditure Report (FS-10-F) Short Form* have been submitted to the Grants Administration Unit of the New York State Archives and approved by SED's Grants Finance Unit.
4. **You must complete all project work and expend all funds no later than June 30, 2010, as extensions are not allowed in this program.**

If you have any questions regarding this offer, you may contact the Grants Administration Unit at (518) 474-6926.

Sincerely,

Christine W. Ward
New York State Archivist and Chief Executive Officer of the Archives Partnership Trust

att:

cc: Judith Pascale, RMO
Lorraine Hill, RAO

1142



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, N.Y. 12234

Grants Finance
 Room 510W, Education Building
 Tel: (518) 474-4815
 Fax (518) 486-4899
 Email: GRANTSWEB@MAIL.NYSED.GOV

580602640005

SUFFOLK COUNTY CLERKS OFFICE
 310 CENTER DR
 RIVERHEAD, NY 11901

TO: Chief Administrative Officer

FROM: Margaret Zollo

SUBJECT: Federal and State Grant Quarterly Status Report

The enclosed Federal and State Grant Quarterly Status Report provides information on current year projects and any open prior years' projects which have been received and logged by the New York State Education Department. Please use the Quarterly Status Report to reconcile your grant records. Report fields are defined as follows:

- Project # - The # assigned by SED at the time of project approval.
- Contract # - For projects running through the grant contract process, the New York State contract number will be listed.
- Funding Source - The name of the Federal or State grant program under which the project is funded.
- Budget - The current approved budget (FS-10) including all approved amendments.
- Scheduled/
Paid to Date - The total amount of payments processed including scheduled but not paid. An asterisk (*) indicates that the Final Expenditure Report (FS-10-F) has been received. If the FS-10-F has been audited and closed, the Paid-to-Date will equal the Budget.

Projects listed as UNDER REVIEW have been received and logged by the program office but have not been forwarded to Grants Finance for processing. The project will continue to show as UNDER REVIEW until (1) the program office approves the application and forwards the budget to Grants Finance or (2) the application is disapproved by the program office. Disapproved projects do not appear on this report.

- Start/End - The funding dates of the project, including any extensions. Funding dates are the dates in which project encumbrances can be made.

If you have any questions about the Quarterly Status Report, please contact Grants Finance.

1142

CF760

FEDERAL AND STATE GRANT STATUS REPORT

SED CODE: 580602640005

AGENCY NAME: SUFFOLK COUNTY CLERKS OFFICE

RUN DATE: 01/04/10

2010 PROJECTS

PROJECT #	CONTRACT #	FUNDING SOURCE	BUDGET	SCHEDULED/ PAID TO DATE	START	END
0580101129		LOCAL GOV'T RECORD	68,229	0		
TOTAL			68,229	0		

1R 1172

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a local law entitled "A LOCAL LAW IMPOSING A SURCHARGE ON WIRELESS COMMUNICATIONS SERVICE IN THE COUNTY OF SUFFOLK" has been introduced in the Suffolk County Legislature.

This local law would impose a 30 cent surcharge on wireless communications devices to fund enhanced wireless 911 emergency services within Suffolk County.

NOTICE IS FURTHER GIVEN that the County Legislature will hold a public hearing in the Rose Y. Caracappa Auditorium of the Suffolk County Legislature, in the William H. Rogers Building, Hauppauge, New York, on the 2nd day of February, 2010, at 2:30 P.M.

It is requested that speakers prepare a written statement to submit for the record.

Tim Laube
Clerk of the County Legislature

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. -2010**

1172

WHEREAS, INTRODUCTORY RESOLUTION NO. -2010

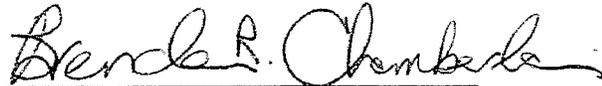
1172

**RESOLUTION NO. -2010, ADOPTING LOCAL LAW NO.
-2010, A LOCAL LAW IMPOSING A SURCHARGE ON
WIRELESS COMMUNICATIONS SERVICE IN THE
COUNTY OF SUFFOLK**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1172 - 2010, BECAUSE THE WIRELESS
SURCHARGE IS A NECESSARY MEANS TO ASSIST THE COUNTY IN PAYING
THE COSTS ASSOCIATED WITH WIRELESS 911 SERVICE.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF FEBRUARY, 2010.**



**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

RECEIVED
2010 FEB -1 P 4: 19
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE

Intro. Res. No. 1172-10

Laid on Table 2/2/10

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2010, ADOPTING LOCAL LAW
NO. -2010, A LOCAL LAW IMPOSING A SURCHARGE ON
WIRELESS COMMUNICATIONS SERVICE IN THE COUNTY OF
SUFFOLK**

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , 2010, a proposed local law entitled, **“A LOCAL LAW IMPOSING A SURCHARGE ON WIRELESS COMMUNICATIONS SERVICE IN THE COUNTY OF SUFFOLK”**; and said local law in final form is the same as when presented and introduced; now, therefore be it

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

LOCAL LAW NO. -2010, SUFFOLK COUNTY, NEW YORK

**A LOCAL LAW IMPOSING A SURCHARGE ON WIRELESS
COMMUNICATIONS SERVICE IN THE COUNTY OF SUFFOLK**

**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 Legislature has recently added section 308-x of the County Law authorizing the County of Suffolk to implement a wireless surcharge to help fund an enhanced emergency telephone service system.

Therefore, the purpose of this law is to implement section 308-x of the NEW YORK COUNTY LAW by imposing a wireless surcharge of thirty cents per month on wireless communication service within the County of Suffolk as a means to assist the County in paying the costs associated with wireless 911 service.

Section 2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

“WIRELESS COMMUNICATIONS SERVICE” means all commercial mobile services, as that term is defined in section 322(d) of title 47 of the UNITED STATES CODE, as amended from time to time, including, but not limited to, all broadband personnel communication services, wireless radio telephone services, geographic area specialized and enhanced specialized mobile radio services, and incumbent-wide area specialized mobile radio licenses, which offer real time, two-way voice or data service that is interconnected with the public switched telephone network or otherwise provides access to emergency communications services.

“WIRELESS COMMUNICATIONS DEVICE” means any equipment used to access a wireless communication service.

“PLACE OF PRIMARY USE” means the street address that is representative of where the customer’s use of the wireless communications service primarily occurs, which address must be: (a) the residential street address or the primary business street address of the customer; and (b) within the licensed service area of the wireless communications service supplier.

“WIRELESS SERVICE SUPPLIER” means any commercial entity that operates a wireless communications service within the County of Suffolk.

Section 3. Establishment of Suffolk County Wireless Surcharge.

A.) There is hereby imposed in the County of Suffolk a wireless surcharge of thirty (30) cents each month on wireless communications service. Said surcharge shall be imposed on each wireless communications device and shall be reflected and made payable on bills rendered for wireless communications service that is provided to a customer whose place of primary use is within the County of Suffolk.

B.) Any wireless communications service supplier within the County of Suffolk imposing a surcharge pursuant to the provisions of this law shall be given a minimum of forty-five days written notice prior to the date the service supplier shall begin to add such surcharge to the billings of its customers or prior to any modification to or change in the surcharge amount.

Section 4. Collection of Surcharge.

A.) Each wireless service supplier serving the County of Suffolk shall begin to add such surcharge to the billings of its customers commencing May 1, 2010.

B.) Each such wireless service supplier shall act as a collection agent for the County of Suffolk and shall remit surcharge monies collected pursuant to this law to the Suffolk County Treasurer every month, no later than thirty days after the last business day of each month.

C.) Each wireless service supplier shall be entitled to retain, as an administrative fee, an amount equal to two percent of its collections of the surcharge imposed under the provisions of this law.

D.) Any surcharge required to be collected by a wireless service supplier pursuant to this law shall be added to and stated separately in its billings to customers.

E.) No wireless service supplier shall have any legal obligation to enforce the collection of any surcharge. At the time a wireless service supplier remits monies as provided in this law, it shall also provide the name and address of any customer refusing or failing to pay the surcharge imposed by this law and shall state the amount of such surcharge remaining unpaid.

F.) Each wireless service supplier shall annually provide to the County of Suffolk an accounting of the surcharge amounts billed and collected.

Section 5. Liability for Surcharge.

Each wireless communications service customer who is subject to the provisions of this law and section three hundred eight-x of the NEW YORK COUNTY LAW, shall be liable to the County of Suffolk for the surcharge established in section 3 herein until such surcharge has

been paid to the County of Suffolk, except that payment to a wireless service supplier is sufficient to relieve the customer from further liability for such surcharge.

Section 6. Expenditure of Revenues.

All surcharge monies remitted to the County of Suffolk pursuant to this law shall be expended only upon authorization of the Legislature and shall only be used for payment of eligible wireless 911 service costs, as defined within subdivision sixteen of section three hundred twenty-five of the NEW YORK COUNTY LAW. No less than eight percent (8%) of such surcharge monies remitted to the County of Suffolk in any fiscal year shall be allocated to qualified Public Safety Answering Points (PSAP's), excluding the Suffolk County Police Department PSAP, and shall only be used for payment of eligible wireless 911 service costs, as defined within subdivision sixteen of section three hundred twenty-five of the NEW YORK COUNTY LAW. All surcharge monies collected by the County of Suffolk shall be separately accounted for, with an adequate record of the amounts and source of all such monies received, and an adequate record of the amounts and purpose of the expenditures made thereof. If at the end of any fiscal year the total amount of all such monies exceeds the amount necessary for payment for allowable costs in such fiscal year, such excess shall be reserved and carried over for the payment of allowable costs in the following fiscal year.

Section 7. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person 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 hereof, 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 or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 8. 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) (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 9. Effective Date.

This law shall take effect immediately upon filing with the Secretary of State.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK



GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov

WILLIAM H. ROGERS BUILDING
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

1172

DATE: JANUARY 27, 2010

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2010

TITLE: I.R. NO. -2010; A LOCAL LAW IMPOSING A SURCHARGE ON WIRELESS COMMUNICATIONS SERVICE IN THE COUNTY OF SUFFOLK

SPONSOR: THE PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 1/27/2010 PUBLIC HEARING: 3/2/2010

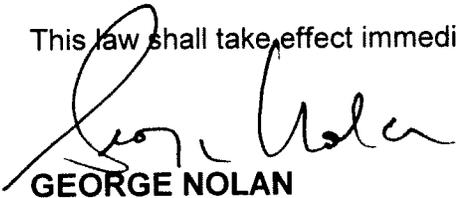
DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed local law would impose a thirty cent (\$ 0.30) monthly surcharge on wireless communication devices, effective May 1, 2010, for the purpose of funding enhanced wireless 911 emergency service.

Specifically, this local law will require wireless service suppliers to add such surcharge to the bills of customers whose place of primary use is within Suffolk County. The wireless service suppliers shall act as a collection agent for the County of Suffolk and shall remit surcharge monies collected pursuant to this law on a monthly basis to the Suffolk County Treasurer. As an administrative fee, each wireless service supplier shall be entitled to retain two percent (2%) of its collections.

All surcharge monies remitted to the County of Suffolk by wireless communications service suppliers shall be expended only upon authorization of the County Legislature and only for the payment of eligible wireless 911 service costs, as defined within subdivision sixteen (16) of Section 325 of the NEW YORK STATE COUNTY LAW. No less than 8% of surcharge monies received by the County shall be remitted to qualified Public Safety Answering Points (PSAP's) excluding the Suffolk County Police Department PSAP. Surcharge monies collected by the County shall be separately accounted for. Any funds in excess of the necessary amount for payment of allowable costs shall be reserved and carried over for payment of such costs in the following fiscal year.

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

A handwritten signature in black ink, appearing to read "George Nolan", written in a cursive style.

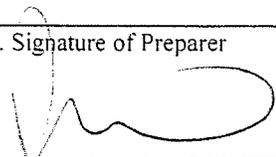
GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-co exec wireless surcharge

1172

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law <u>XX</u> Charter Law		
2. Title of Proposed Legislation		
ADOPTING LOCAL LAW NO. -2010, A LOCAL LAW IMPOSING A SURCHARGE ON WIRELESS COMMUNICATIONS SERVICE IN THE COUNTY OF SUFFOLK		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE -- IMPOSES A \$.30 MONTHLY SURCHARGE PER INSTRUMENT EFFECTIVE MAY 1, 2010.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>XX</u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	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		
Adopted Budget 102 – 1141 contains \$4.2 million in 2010 or \$350,000 monthly. Estimated revenue will commence in May/June of this year. This local law remits 8% of total annual revenue earned from the surcharge on wireless communications service to qualified PSAP's excluding the Suffolk PD.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
Projected annual revenues of \$4.2 million of which 8% (\$336,000) will be allocated to the PSAP's. Actual revenue will modify the above.		
8. Proposed Source of Funding		
\$.30 wireless fee collected from cell phone users through their providers.		
9. Timing of Impact		
No later than May 1, 2010.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Assistant Executive Analyst		2-1-10

1172

OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF SUFFOLK

- (1) Please limit this suggestion to (ONE) proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department Department Contact Person
(Dept. Name & Location)(Name & Telephone No.)

SUFFOLK COUNY EXECUTIVE OFFICE

Suggestion Involves:

Technical Amendment New Program

Grant Award Contract (New Rev.)

Summary of Problem: (Explanation of why this legislation is needed.)

**A LOCAL LAW IMPOSING A SURCHARGE ON WIRELESS
COMMUNICATIONS SERVICE IN THE COUNTY OF
SUFFOLK**

Proposed Changes in Present Statute: (Please specify section when possible)

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN Form 175a(10/95) Prior editions of this form are obsolete.

FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1172

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. - 2010**

1180

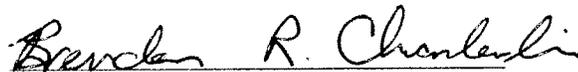
WHEREAS, INTRODUCTORY RESOLUTION NO. - 2010

**RESOLUTION NO. -2010, ACCEPTING AND
APPROPRIATING A GRANT AWARD AMENDMENT
FROM THE STATE EDUCATION DEPARTMENT,
FEDERAL PERKINS IV FUNDS, FOR A PERKINS IV
CAREER AND TECHNICAL EDUCATION ACT
(CTEA) PROGRAM 100% REIMBURSED BY
FEDERAL FUNDS AT SUFFOLK COUNTY
COMMUNITY COLLEGE**

WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,

NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. - 2010, BECAUSE ADDITIONAL
FEDERAL FUNDS HAVE BEEN MADE AVAILABLE AND NEED TO BE
APPROPRIATED.

IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF FEBRUARY, 2010.



BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

RECEIVED
2010 JAN 28 P 2:50
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPTAUSSCHUSS

1180

Introductory Resolution No. -2010
Introduced by the Presiding Officer on request of the County Executive

Laid on the Table 2/2/10

RESOLUTION NO. - 2010, ACCEPTING AND APPROPRIATING A GRANT AWARD AMENDMENT FROM THE STATE EDUCATION DEPARTMENT, FEDERAL PERKINS IV FUNDS, FOR A PERKINS IV CAREER AND TECHNICAL EDUCATION ACT (CTEA) PROGRAM 100% REIMBURSED BY FEDERAL FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, the 2009-2010 College operating budget provides \$359,113, including indirect costs, from The State Education Department, federal Perkins IV funds, for the Carl D. Perkins Career and Technical Education Act (CTEA) Program, for the period of July 1, 2009 through June 30, 2010; and

WHEREAS, the grant award has been increased by an additional amount of \$28,056, bringing the total amount of the grant award to \$387,169, including indirect costs; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the grant amendment to the 2009-2010 College operating budget on December 10, 2009 by Resolution No. 2009.91; and

WHEREAS, the College anticipates spending the \$28,056, in accordance with the terms of said grant award before June 30, 2010; now therefore be it

1st RESOLVED, that said 2009-2010 College operating budget be amended to reflect the increase in the grant award, from The State Education Department, federal Perkins IV funds, for the Carl D. Perkins Career and Technical Education Act (CTEA) Program, in the amount of \$28,056, and said amount be accepted and appropriated for the operation of the program as follows:

<u>REVENUES:</u>	<u>AMOUNT:</u>
Federal Aid: CTEA 09-10: GC02-GC0210-544206	\$28,056

<u>APPROPRIATIONS:</u>	<u>AMOUNT:</u>
CTEA-Digital TVR Equipment: 09-10: GV33-GV3310	\$ 2,200
CTEA-Sim Hospital Sayville: 09-10: GV35-GV3510	\$ 3,800
CTEA-Pharm. Tech. Prog.: 09-10: GV37-GV3710	\$ 8,000
CTEA-Adv Manuf Tech: 09-10: GV38-GV3810	\$ 3,056
CTEA-New Digital Photo Lab: 09-10: GV39-GV3910	\$ 3,000
CTEA-Vet Sci: 09-10: GV40-GV4010	\$ 2,000
CTEA-Comp Rates Bus Ed: 09-10: GV41-GV4110	\$ 4,000
CTEA-Supplies for Elec Tech: 09-10: GV43-GV4310	\$ 2,000

Suffolk County Community College
Perkins IV Career and Technical Education Act Program

<u>GV33-GV3310</u>	
712440-Instructional Equipment	<u>\$2,200</u>

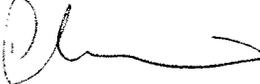
<u>GV35-GV3510</u>	
712460-New Computers	<u>\$3,800</u>
<u>GV37-GV3710</u>	<u>\$8,000</u>
611160-Part-time Instructor- Day	\$ 525
611170-Part-time Instructor – Evening	\$ 525
628160-TIAA-CREF Retirement	\$ 89
628330-Social Security	\$ 81
713100-Instructional Supplies	\$6,780
<u>GV38-GV3810</u>	<u>\$3,056</u>
611160-Part-time Instructor – Day	\$2,803
628160-TIAA-CREF Retirement	\$ 38
628330-Social Security	\$ 215
<u>GV39-GV3910</u>	
712460-New Computers	<u>\$3,000</u>
<u>GV40-GV4010</u>	
713100-Instructional Supplies	<u>\$2,000</u>
<u>GV41-GV4110</u>	<u>\$4,000</u>
611170-Part-time Instructor – Evening	\$3,542
628160-TIAA-CREF Retirement	\$ 187
628330-Social Security	\$ 271
<u>GV43-GV4310</u>	
712440-Instructional Equipment	<u>\$2,000</u>

DATED:

APPROVED BY:

County Executive of Suffolk County

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
ACCEPTING AND APPROPRIATING A GRANT AWARD AMENDMENT FROM THE STATE EDUCATION DEPARTMENT, FEDERAL PERKINS IV FUNDS, FOR A PERKINS IV CAREER AND TECHNICAL EDUCATION ACT (CTEA) PROGRAM 100% REIMBURSED BY FEDERAL FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>XX</u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
No impact. Additional grant funds totaling \$28,056 have been awarded for a Carl D. Perkins Career and Technical Education Act (CTEA) Program.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
Funding must be expended between July 1, 2009 and June 30, 2010.		
8. Proposed Source of Funding		
State Education Department, federal Perkins IV Funds		
9. Timing of Impact		
THE RESOLUTION IS EFFECTIVE UPON ADOPTION.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Assistant Executive Analyst		1/28/10

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Accepting and Appropriating a Grant Award Amendment from The State Education Department, Federal Perkins IV Funds, for a Perkins IV Career and Technical Education Act (CTEA) Program 100% Reimbursed by Federal Funds at Suffolk County Community College

3. Purpose of Proposed Legislation

To accept and appropriate a grant award amendment from The State Education Department, federal Perkins IV funds, in the amount of \$28,056, for a Perkins IV Career and Technical Education Act (CTEA) Program, during the 2009-2010 fiscal year.

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

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

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

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

The increased grant award, from The State Education Department, federal Perkins IV funds, in the amount of \$28,056, will provide for operating costs for the Perkins IV Career and Technical Education Act (CTEA) Program during the 2009-2010 fiscal year.

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

8. Proposed Source of Funding: The State Education Department
Carl D. Perkins Career and Technical Education Act of 2006

9. Timing of Impact: July 1, 2009 through June 30, 2010

Typed Name & Title of Preparer
Deborah E. Lesser, M.S.
Senior Accountant

11. Signature of Preparer

Deborah E. Lesser

12. Date
November 20, 2009



Office of the President

BOARD OF TRUSTEES

December 10, 2009

RESOLUTION NO. 2009.91 AMENDING THE COLLEGE BUDGET FOR A PERKINS IV CAREER AND TECHNICAL EDUCATION ACT PROGRAM GRANT

WHEREAS, the 2009-2010 College operating budget provides \$359,113, including indirect costs, from the State Education Department, Federal Perkins IV funds, for the Carl D. Perkins Career and Technical Education Act (CTEA) Program for the period of July 1, 2009 through June 30, 2010, and

WHEREAS, the award has been increased by an additional amount of \$28,056, bringing the total amount of the grant award to \$387,169, including indirect costs, and

WHEREAS, matching funds are not required, be it therefore

RESOLVED, that the 2009-2010 College budget be amended to reflect an increase in the amount of \$28,056, for the Carl D. Perkins Career and Technical Education Act (CTEA) Program, and the College Interim President or his designee is authorized to execute a contract with the administering agency.

Project Director: Dr. Margery L. Oldfield



George Kane
Secretary

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Western Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

ABSTRACT

Grant Proposal Grant Award

Funding Source: Perkins IV
Carl D. Perkins Career and Technical Education Act of 2006
Project Title: Career and Technical Education Act (CTEA) Program
Project Director: Dr. Margery Oldfield, College Assistant Dean
Office of Grants Development
Project Period: July 1, 2009 through June 30, 2010
Campus: College-wide
Amount of Award: \$387,169
Amount of Amendment: \$ 28,056
Match/In-kind Contribution/Fees: None
Full-Time Positions/Reassigned Time: One 50% FTE Professional Assistant
No. of Students to be Served: 280+
Type of Student to be Served: 100% Vocational/Career & Technical Education

Description of Project:

The additional funds for the Perkins IV–Career and Technical Education Act (CTEA) Program will be used to increase eight of the eleven major efforts funded by this grant. The amounts, which range from \$2,000 to \$8,000, will be used to increase part-time instructor salaries and associated fringe benefits, equipment, computers, and instructional supplies. Major Effort #1 (ME01) will provide TV/Radio/Film students with an enhanced understanding of digital video and signal processing by improving the digital Television/Radio facility. ME02 provides funding for the new Career Pathway to meet the requirements of the CTEA Five Year Plan; it provides support for the noncredit Advanced Manufacturing (AM) program at the Corporate Training Center to train industry employees and WIB clients as well as develop a secondary-to-postsecondary pipeline of AM students. ME03 provides support for a new digital photography lab and the development of new digital photography courses. ME05 benefits our nursing students, hospital employers, and future patients by providing a maternity simulation mannequin and other equipment for the new Clinical Simulation Hospital at Sayville. ME07 will purchase animal alternatives for the Veterinary Science Technology (VST) curriculum to comply with the accreditation requirements specified by the American Veterinary Medical Association. ME08 is developing a new Pharmacy Technician Assistant program that provides noncredit instruction for low income individuals, including the underemployed and recently unemployed. ME09’s new “Assisted Study Program” assists business and accounting students at the Grant campus who are struggling academically in an effort to enhance graduation rates. ME11 will revamp the Electrical Engineering Technology (EET) curriculum and increase the enrollment of nontraditional (female) students in ELT.



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY,
NY 12234

OFFICE OF HIGHER EDUCATION

Executive Coordinator
Office of K-16 Initiatives and Access Programs
Education Building Addition, Room 967
Albany, NY 12234

Tel. (518) 474-3719
Fax (518) 474-7468
E-mail: kiap@mail.nysed.gov
<http://www.highered.nysed.gov/kiap/home.html>

June 17, 2009

Mr. George Gatta, Jr.
Interim President
Suffolk County Community College
533 College Road
Selden, NY 11784

Dear President Gatta:

We are pleased to inform you that the New York State Education Department has approved your application submitted under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV). This grant is approved in the amount shown below, **pending the availability of federal Perkins IV funds. This grant is subject to review and approval by the Grants Finance Unit.**

Perkins Category	Project Number	Award Amount
Formula Funds	8000-10-6500	\$359,113

I have enclosed a copy of the Conditions and Requirements for Perkins IV Grant Awards, which provides guidelines for the management of the project. This document should be signed by you or your designee and returned within **fifteen days** to: N.Y.S. Department of Education, 89 Washington Avenue, Collegiate Development Programs Unit - Room 1071 EBA, Albany, NY 12234.

A copy of the approved FS-10 Budget for this award has been sent to your grants officer. Interim and Final Report formats will be sent under separate cover at a later date.

If you have any programmatic or fiscal questions, please contact our office at (518) 474-5313.

Sincerely,

Stanley S. Hansen, Jr.
Stanley S. Hansen, Jr.

SSH/da
enclosures
cc: Margery Oldfield
James A. Donsbach
David M. Martire

PRESIDENT'S OFFICE

JUN 24 2009

SUFFOLK COUNTY
COMMUNITY COLLEGE



THE STATE EDUCATION DEPARTMENT/ THE UNIVERSITY OF THE STATE OF NEW YORK/ALBANY, NY 12234

Grants Finance, Room 510W, Education Building, Albany, NY 12234
 Tel. (518) 474-4815 Fax (518) 486-4899
 Email: GRANTSWEB@MAIL.NYSED.GOV

1. Grant Award Recipient PRESIDENT SUFFOLK COUNTY COMM COLL 533 COLLEGE RD SELDEN, NY 11784	2. Project Number 8000106500
4. Funding Source PERKINS IV/CTEIA - BASIC GRANT	3. Agency Code 580211591800
5. Approved Budget \$359,113	6. Law 20 USC 2311-2343 <hr/> Regulations 34 CFR 400, 403 <hr/> Commissioners Regulations NA
7. Funding Dates 07/01/09-06/30/10	8. CFDA Index Number 84048A
9. First Payment \$71,822	10. Final Report (FS-10-F) Due 09/28/10
11. SED Fiscal Contact MARIA DOS SANTOS (518)474-4815	12. SED Program Contact ERIC SUHR 317 EB (518)486-1547

07/08/09

Date


 Margaret Zollo
 Supervisor, Grants Finance

This Grant Award constitutes formal approval of the grant application which you submitted to the New York State Education Department. It is the grantee's responsibility to conduct activities in accordance with applicable statutes, regulations, policies, terms, conditions and assurances. All grants are subject to further review, monitoring and audit to ensure compliance. The Department has the right to recoup funds if the approved activities are not performed and/or the funds are expended inappropriately.

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

The approved budget (FS-10) will be sent under separate cover. First payment can be expected within 2-4 weeks after receipt of approved FS-10 by grant recipient. Please keep this document with your project records.

<u>Institution</u>	<u>FY10</u>	<u>Additional</u>	<u>New Total</u>
Adirondack Community College	136,003	10,625	146,628
Borough of Manhattan Community College	1,739,424	135,896	1,875,320
Bramson ORT College	145,782	11,390	157,172
Bronx Community College	1,332,683	104,119	1,436,802
Bronx EOC	61,935	4,839	66,774
Brooklyn EOC	107,571	8,404	115,975
Broome Community College	329,594	25,750	355,344
Buffalo EOC	82,217	6,424	88,641
Capital District EOC	75,336	5,886	81,222
Cayuga County Community College	137,089	10,711	147,800
Clinton Community College	104,492	8,164	112,656
College of Staten Island	308,406	24,095	332,501
Columbia-Greene Community College	82,942	6,480	89,422
Corning Community College	218,764	17,091	235,855
Culinary Institute of America	200,292	15,648	215,940
Dutchess Community College	404,930	31,636	436,566
Erie Community College	1,014,498	79,260	1,093,758
Fashion Institute of Technology	291,926	22,808	314,734
Finger Lakes Community College	304,784	23,812	328,596
Fulton-Montgomery Community College	131,838	10,300	142,138
Genesee Community College	365,632	28,566	394,198
Herkimer County Community College	314,201	24,548	338,749
Hostos Community College	985,885	77,024	1,062,909
Hudson Valley Community College	773,098	60,399	833,497
Jamestown Community College	182,001	14,219	196,220
Jefferson Community College	168,057	13,130	181,187
John Jay College	810,947	63,356	874,303
Kingsborough Community College	829,599	64,814	894,413
LaGuardia Community College	1,468,505	114,730	1,583,235
Long Island EOC	114,452	8,942	123,394
Manhattan EOC	71,171	5,560	76,731
Maria College	51,431	4,018	55,449
Medgar Evers College	209,347	16,355	225,702
Mohawk Valley Community College	393,340	30,730	424,070
Monroe Community College	813,663	63,569	877,232
Nassau Community College	525,359	41,044	566,403
New York City Technical College	1,028,262	80,334	1,108,596
Niagara County Community College	456,905	35,696	492,601
North Country Community College	95,619	7,470	103,089
Onondaga Community College	537,492	41,993	579,485
Orange County Community College	232,527	18,166	250,693
Queensborough Community College	624,237	48,770	673,007
Rochester EOC	108,476	8,475	116,951
Rochester Institute of Technology	46,361	3,622	49,983
Rockland Community College	196,308	15,337	211,645
Schenectady County Community College	290,478	22,694	313,172
Suffolk County Community College	359,113	28,056	387,169
Sullivan County Community College	115,177	8,998	124,175
SUNY ATC at Cobleskill	252,266	19,709	271,975
SUNY ATC at Morrisville	247,739	19,355	267,094
SUNY College of Technology at Alfred	289,391	22,609	312,000
SUNY College of Technology at Canton	196,670	15,365	212,035
SUNY College of Technology at Delhi	241,763	18,888	260,651
SUNY College of Technology at Farmingdale	88,013	6,876	94,889
Syracuse EOC	27,708	2,164	29,872
Tompkins-Cortland Community College	243,393	19,015	262,408
Trocaire College	154,656	12,083	166,739
Ulster County Community College	126,224	9,861	136,085
Vaughn College of Aeronautics	117,169	9,154	126,323
Villa Maria College	47,809	3,735	51,544
Westchester Community College	320,539	25,043	345,582
Westchester EOC	41,290	3,226	44,516

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. -2010**

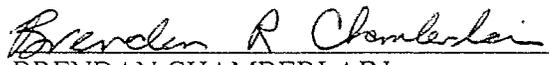
WHEREAS, INTRODUCTORY RESOLUTION NO. ¹¹⁸²-2010

**RESOLUTION NO. -2010, AUTHORIZING SETTLEMENT
WITH HUNTINGTON FREEDOM CENTER**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. -2010, BECAUSE THE COUNTY OF
SUFFOLK MUST APPROVE THE HUNTINGTON FREEDOM CENTER'S
ADOPTED PLAN OF DISSOLUTION IN ORDER TO RECOUP MONIES OWED TO
THE COUNTY, WHICH MONIES MAY NOT BE AVAILABLE TO THE COUNTY
IF THE HUNTINGTON FREEDOM CENTER MUST FILE FOR BANKRUPTCY,
WHICH BANKRUPTCY IS IMMINENT.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF FEBRUARY, 2010.**


BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

RECEIVED
2010 JAN 29 P 2:08
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPTPAUGE

1182

Intro Res. No. -2010

Laid on the Table 2/2/2010

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2010, AUTHORIZING SETTLEMENT WITH HUNTINGTON FREEDOM CENTER

WHEREAS, the Suffolk County Comptroller released Audit Report No. 2009-03 of the Huntington Freedom Center (the "Center"), which audit found that the Center was overpaid by Suffolk County in the amount of \$55,795.00 in 2005; and

WHEREAS, a plan, duly adopted by the Board of Directors of the Center on August 26, 2009, was presented by the Center to the Suffolk County Comptroller and County Attorney for County approval and consent to the dissolution of the Center due to its inability to repay the overage, in an attempt by the Center to avoid bankruptcy, which may mean less funds with which to pay the County; and

WHEREAS, the Center's plan for dissolution provides net funds to the Center in the sum of \$62,075.00, after settlement of the Center's non-County liabilities; and

WHEREAS, the Department of Social Services has withheld current payments to the Center totaling \$18,160.50, which amount has been remitted to the Comptroller; and

WHEREAS, the remaining liability of the Center to the County for 2005 as stated in the audit report is \$37,634.50; and

WHEREAS, the County Comptroller and the County Attorney have reached a potential settlement with the Center, whereby the County would be paid approximately \$61,000.00 in full satisfaction of any claims the County may have against the Center for overage payments made at any time; now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature hereby consents to the dissolution of the Center under the plan adopted by the Board of Directors of the Center on August 26, 2009; and be it further

2nd RESOLVED, that the County Attorney and/or the County Executive are authorized and empowered to execute the attached Affirmation Consenting to Plan as requested by the attorney for the Center; and be it further

3rd RESOLVED, 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.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval: _____

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
In the Matter of the Dissolution of

HUNTINGTON FREEDOM CENTER, INC.,

Petitioner, Index No. 09-

AFFIRMATION
CONSENTING TO PLAN

-----X
CHRISTINE MALAFI, an attorney at law, duly licensed to practice in the State of New York, affirms under penalties of perjury as follows:

1. I am the County Attorney of Suffolk County. I submit this affirmation in support of the petition for approval of the Plan of Dissolution and Distribution of Assets of Huntington Freedom Center, Inc. ("HFC"), which was duly adopted by the Board of Directors of the HFC on August 26, 2009 (the "Plan").

2. By resolution dated October __, 2009, the Suffolk County Legislature consented to the Plan. Thereafter, the Plan was approved by the Office of the Suffolk County Executive, on or about _____.

3. Accordingly, the County of Suffolk consents to the Plan and respectfully requests that it be approved and that the relief sought be HFC in its Verified Petition be granted.

Dated: Hauppauge, New York
October __, 2009

CHRISTINE MALAFI, ESQ.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
AUTHORIZING SETTLEMENT WITH HUNTINGTON FREEDOM CENTER		
3. Purpose of Resolution:		
Approval of the Huntington Freedom Center's adopted plan of dissolution in order to recoup monies owed to the County. (Audit report # 2009-03)		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> 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): Community College
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The county will receive approximately \$61,000 in full satisfaction of any claims. This revenue is already budgeted under audit recoveries in the 2010 operating budget.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
Huntington Freedom Center		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
SUZANNE MARTIN Sr. Budget Analyst		January 27, 2010

SIN FORM 175b (10/95)

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. - 2010**

1183

WHEREAS, INTRODUCTORY RESOLUTION NO. - 2010

RESOLUTION NO. -2010, MAKING A SEQRA
POSITIVE DECLARATION IN CONNECTION WITH A
DECLARATION AS SURPLUS AND AUTHORIZING
THE EXECUTION OF A CONTRACT FOR THE SALE
OF ~255 ACRES IN YAPHANK TO LEGACY VILLAGE
REAL ESTATE GROUP, LLC FOR MIXED USE
DEVELOPMENT

WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,

NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. - 2010, BECAUSE IT IS IN THE BEST
INTEREST OF THE COUNTY TO MOVE FORWARD WITH THE
ENVIRONMENTAL REVIEW PROCESS.

IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF FEBRUARY, 2010.



BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

RECEIVED
2010 JAN 29 P 2:08
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPTPAUGE

Intro. Res. No. 1183-10
Introduced by the Presiding Officer on request of the County Executive

Laid on Table 2/2/10

**RESOLUTION NO. _____-2010, MAKING A SEQRA POSITIVE
DECLARATION IN CONNECTION WITH A DECLARATION AS
SURPLUS AND AUTHORIZING THE EXECUTION OF A CONTRACT
FOR THE SALE OF ~255 ACRES IN YAPHANK TO LEGACY VILLAGE
REAL ESTATE GROUP, LLC FOR MIXED USE DEVELOPMENT**

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Declaration as Surplus and Authorizing the Execution of a Contract for the Sale of ~255 acres in Yaphank to Legacy Village Real Estate Group, LLC for Mixed Use Development," pursuant to Section 6 of Local Law No. 22-1985; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Planning and subsequently sent out to involved agencies; and

WHEREAS, at its December 9, 2009 meeting, the CEQ reviewed the EAF and information presented by the Suffolk County Department of Planning; and

WHEREAS, the CEQ recommended via a duly adopted Resolution No. 51-09 that the above activity should be classified as a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617.4(b)(4) and advised that a Draft Generic Environmental Impact Statement (DGEIS) or Draft Environmental Impact Statement (DEIS) should be prepared; and

WHEREAS, the CEQ has advised the County Legislature, the County Executive and initiating unit by memo dated December 9, 2009 of said recommendations; and

WHEREAS, consistent with the CEQ recommendations, an amended EAF and coordinated review letter in which the County asserted lead agency status was transmitted on December 18, 2009 to other involved permit and approval granting agencies; and

WHEREAS, the other involved permit and approval granting agencies had thirty days to contest the County's lead agency status; and

WHEREAS, no other permit and approval granting agency has timely contested the County's lead agency status; and

WHEREAS, Section 279-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

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

1st RESOLVED, that the County of Suffolk shall be the SEQRA lead agency; and be it further

2nd RESOLVED, that this Legislature hereby determines that the proposed action "Adoption of a Local Law Declaring as Surplus and Authorizing the Execution of a Contract for the Sale of ~ 255 Acres in Yaphank to Legacy Village Real Estate Group, LLC for Mixed Use Development," constitutes a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617.4(b)(4) and Chapter 279 of the Suffolk County Code, since it involves the sale of more than 100 acres of land; and be it further

3rd RESOLVED, that this Legislature, hereby determines that the above stated action may have a significant impact on the environment as identified within SEQRA, because it will exceed the criteria set forth in Title 6 NYCRR Part 617.7(c)(1)(i),(ii),(v),(vi),(viii),(ix),(x),(xi) and (xii), (2) and (3); and be it further

4th RESOLVED, that the Legislature and the County Executive adopt a SEQRA determination of significance (positive declaration) requiring the preparation of a Draft Generic Environmental Impact Statement (DGEIS) which will analyze all of the short term, long term and cumulative effects that will result from the proposed action; and be it further

5th RESOLVED, that the County of Suffolk conduct a public scoping process on the DGEIS; and be it further

6th RESOLVED, that this positive declaration has been prepared in accordance with Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law; and be it further

7th RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the CEQ and the initiating unit; and be it further

8th RESOLVED, that in accordance with Section C-1(4)(1)(d) of the Suffolk County Charter and Section 279-5 C4 of the Suffolk County Code, the CEQ is hereby directed to prepare and circulate a SEQRA Notice of Determination in accordance with this Resolution and file it pursuant to title 6 NYCRR part 617.12.

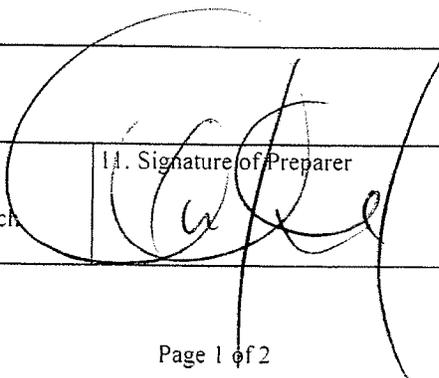
Dated:

APPROVED BY:

Steve Levy
County Executive of Suffolk County

Date of Approval: _____

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
<p>RESOLUTION NO. _____-2010, MAKING A SEQRA POSITIVE DECLARATION IN CONNECTION WITH A DECLARATION AS SURPLUS AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE SALE OF ~255 ACRES IN YAPHANK TO LEGACY VILLAGE REAL ESTATE GROUP, LLC FOR MIXED USE DEVELOPMENT</p>		
3. Purpose of Resolution: SEQRA Determination – Type 1 Action		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes ___ No <u>X</u>		
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): Community College
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
No impact at this time		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
N/A		
9. Timing of Impact		
N/A		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Allen M. Kovesdy Director of Management and Research		January 28, 2010

SIN FORM 175b (10/95)

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. - 2010**

1184

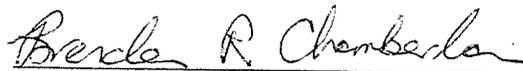
WHEREAS, INTRODUCTORY RESOLUTION NO. - 2010

RESOLUTION NO. -2010, AUTHORIZING THE
CONVEYANCE OF A PERMANENT SEWER EASEMENT
IN AND TO COUNTY-OWNED REAL PROPERTY
KNOWN AND DESIGNATED AS C.R. 80, MONTAUK
HIGHWAY, PATCHOGUE, SUFFOLK COUNTY, NEW
YORK TO THE TOWN OF BROOKHAVEN

WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,

NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. - 2010, BECAUSE IT IS NECESSARY
FOR THE TOWN TO RECEIVE THE EASEMENT PRIOR TO ISSUING BONDS
FOR THE SEWER INSTALLATION. AND TIMING IS CRITICAL IF THE SEWER
INSTALLATION WORK IS TO BE COMPLETED PRIOR TO COMPLETION OF
COUNTY ROADWAY IMPROVEMENTS. IN TIME TO AVOID PAVING CR 80
TWICE AT TAXPAYER EXPENSE.

IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF FEBRUARY, 2010.



BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPTAUSSCHUSS

2010 JAN 29 P 2:08

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1184
Intro Res. No. -2010
Introduced by the Presiding Officer on request of the County Executive

Laid on Table 2/2/10

RESOLUTION NO. -2010, AUTHORIZING THE CONVEYANCE OF A PERMANENT SEWER EASEMENT IN AND TO COUNTY-OWNED REAL PROPERTY KNOWN AND DESIGNATED AS C.R. 80, MONTAUK HIGHWAY, PATCHOGUE, SUFFOLK COUNTY, NEW YORK TO THE TOWN OF BROOKHAVEN

WHEREAS, the County of Suffolk is the fee owner of C.R., 80, Montauk Highway, Patchogue, Town of Brookhaven Suffolk County, New York, as more fully described in Exhibit "A" attached hereto; and

WHEREAS, said parcel is presently being used for public highway purposes by the County of Suffolk; and

WHEREAS, the Town of Brookhaven ("Town") has established Brookhaven Sewer Improvement Area No. 1 within East Patchogue along Suffolk County Road 80 (Montauk Highway/East Main Street), and proposes to construct and install sewer lines and appurtenances ("Improvements" or "Collection System") within the Right of Way of County Road 80 in order to connect to the Patchogue Village Sewage Treatment Plant; and

WHEREAS, the Town of Brookhaven, Suffolk County, New York, by duly adopted resolution of the Town Board, has requested that the County of Suffolk convey a permanent sewer easement in the above-described parcel (see annexed Resolution hereto marked as Exhibit "B"); and

WHEREAS, the purpose of the easement is to allow installation of said Town Collection System, including but not limited to sewer lines and appurtenances, and perpetual access for maintaining same; and

WHEREAS the said easement is for the Municipal Purpose of constructing and maintaining raw sewage disposal pipelines, pumps, and facilities that will connect to the sewage treatment plant located in the Incorporated Village of Patchogue, Suffolk County, New York, and

WHEREAS, the County is in the midst of realignment and reconstruction of Suffolk County Road 80, including the area within East Patchogue that contains the Brookhaven Sewer Improvement Area No. 1 (Capital Project 5534.310); and

WHEREAS, the County and the Town desire to save taxpayer money by coordinating the timing of the County's Capitol Project and the Town's Sewer Improvements to avoid duplicating the cost of paving, and prompt granting of the requested Easement will provide an opportunity for the Town to secure approvals, funding, design specifications, let bids and secure contracts to complete the Improvements before the final paving is required for the Capitol Project; and

WHEREAS, the installation of sewer all lines and improvements and access to same for maintenance purposes shall be pursuant to work permits issued by the Department of Public Works; and

WHEREAS, the Suffolk County Department of Public Works has approved the use of this parcel for the purposes stated above; and

WHEREAS, no additional costs shall be incurred by the County in connection with CP 5534.310 due to the granting of said Easement and no charges shall be billed back to the County for any cost incurred or projected to be incurred by the Town for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the Easement area; and

WHEREAS, this Legislature has previously committed to assisting in the downtown revitalization of the East Patchogue area, including authorization for participation in blight studies and condemnation proceedings; and

WHEREAS, the installation of Sewers in the Brookhaven Sewer Improvement Area No. 1 within East Patchogue will benefit the community and provide further opportunities for revitalization by facilitating sewer treatment services by the Village of Patchogue and allowing higher density development in the downtown area.

NOW THEREFORE BE IT

1st RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(5) and (11) 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 authorizing the extension of sewer service in connection with a repaving of an existing county highway, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

2nd RESOLVED, that the County Executive or his Deputy is authorized to execute and acknowledge an Easement Agreement, attached as Exhibit "C" hereto, to convey to the Town of Brookhaven a permanent easement to allow installation of a sewer collection system, including but not limited to sewer lines and appurtenances, and perpetual access for maintaining same; and be it further

3rd RESOLVED, the subject easement shall be conveyed to the Town of Brookhaven, Suffolk County, New York subject to the following restrictive covenants that will run with the easement so conveyed:

1. That the Grantee or any subsequent grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises;
2. The easement conveyed herein shall automatically terminate and shall revert back to the County of Suffolk, in the event that construction of said sewage disposal pipelines, pumps, and/or facilities are not completed on or before June 1, 2011, which date may be extended on consent of the parties or due to delay(s) in the construction resulting from an act of God, war, strike, riot, civil disorder, fire, storm, landslide, earthquake, flood, explosion, frozen ground conditions, or other similar catastrophe condition beyond GRANTEE's control; and/or said sewage disposal pipelines, pumps, and/or facilities are abandoned by the Town of Brookhaven.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

Easement Description

ALL that certain plot, piece or parcel of land as further described as property line to property line along the entire width of Montauk Highway, CR 80, within the Town of Brookhaven, County of Suffolk, State of New York, further described as:

ALL that certain plot, piece or parcel of land lying in the Town of Brookhaven, County of Suffolk, State of New York, being more particularly bounded and described as follows: Beginning at a point on the northerly side of Montauk Highway, CR 80 at the intersection of the easterly boundary line of the Village of Patchogue, thence running more or less in an easterly direction the width of Montauk Highway, CR 80, approximately 2985 feet to the intersection of the easterly property boundary of a parcel of land now or formerly owned by Hoop Superx LLC having Suffolk County Tax Map Identification District 0200, Section 977.60, Block 02.00 and Lot 010.000, which shall be the end point.

RESOLUTION NO. 2010-106
MEETING OF: JANUARY 26, 2010

ADOPTED
BY THE BROOKHAVEN TOWN BOARD

AUTHORIZING ACCEPTANCE AND RECORDING OF AN EASEMENT GRANTED FROM THE COUNTY OF SUFFOLK FOR THE INSTALLATION OF THE TOWN OF BROOKHAVEN'S COLLECTION SYSTEM (SEWER LINES AND APPURTENANCES) AS REQUIRED IN ORDER TO CONNECT THE TOWN'S BROOKHAVEN SEWER IMPROVEMENT AREA NO. 1 TO THE VILLAGE OF PATCHOGUE'S SEWER TREATMENT PLANT

WHEREAS, the Town Board of the Town of Brookhaven is proposing the establishment of the Brookhaven Sewer Improvement Area No. 1 within East Patchogue along Suffolk County Road 80 (Montauk Highway/East Main Street); and

WHEREAS, the Town has requested and the County of Suffolk has agreed to take the necessary action to grant a permanent easement over County Road 80 (Montauk Highway/East Main Street) as described in the attached Schedule for the purpose of installing and maintaining the required sewer lines and appurtenances in order to facilitate the establishment of the Town's Brookhaven Sewer Improvement Area No. 1; and

WHEREAS, upon the County of Suffolk's completion of the legal requirements to grant the permanent easement, Town hereby accepts Suffolk County's grant of the easement from Suffolk County over County Road 80 (Montauk Highway/East Main Street) as described in the attached Schedule, for the purpose of installing and maintaining its sewer Collection System,

connection with granting the permanent easement, the Town of Brookhaven hereby accepts the County of Suffolk's grant of a permanent easement over County Road 80 (Montauk Highway/East Main Street) as described in the attached Schedule, for the purpose of the Town of Brookhaven installing and maintaining the sewer Collection System, including but not limited to the necessary sewer lines and appurtenances in connection with Brookhaven Sewer Improvement Area 1; and be it further

RESOLVED, that the Supervisor or Deputy Supervisor is authorized to execute the Easement as granted by the County of Suffolk and all recording and other documents as required in connection with filing of the Easement in the Office of the Suffolk County Clerk.

**PERMANENT EASEMENT
BETWEEN
THE COUNTY OF SUFFOLK
AND THE
TOWN OF BROOKHAVEN**

ALL that certain plot, piece or parcel of land as further described as property line to property line along the entire width of Montauk Highway, CR 80, within the Town of Brookhaven, County of Suffolk, State of New York, further described as.

ALL that certain plot, piece or parcel of land lying in the Town of Brookhaven, County of Suffolk, State of New York, being more particularly bounded and described as follows: Beginning at a point on the northerly side of Montauk Highway, CR 80 at the intersection of the easterly boundary line of the Village of Patchogue, thence running more or less in an easterly direction the width of Montauk Highway, CR 80, approximately 2985 feet to the intersection of the easterly property boundary of a parcel of land now or formerly owned by Hoop Superx LLC having Suffolk County Tax Map Identification District 0200, Section 977.60, Block 02.00 and Lot 010.000, which shall be the end point.

PERMANENT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that, by this Agreement, dated the _____ day of February, 2010, the **COUNTY OF SUFFOLK**, a municipal corporation of the State of New York with offices at Suffolk County Center, Center Drive, Riverhead, New York 11901 (hereinafter referred to as "Grantor") with offices at Suffolk County Center, Center Drive, Riverhead, New York 11901 (hereinafter referred to as "Grantor") and **TOWN OF BROOKHAVEN**, a municipal corporation of the State of New York having offices at the One Independence Hill, Farmingville, New York 11738 hereinafter referred to as "GRANTEE," do hereby agree as follows:

1. Title

GRANTOR warrants and represents that it is the owner in fee simple of the real property within East Patchogue known as Suffolk County Road 80 (Montauk Highway/East Main Street), located within the Town of Brookhaven, more particularly bounded and described as set forth in "Schedule A" annexed hereto (the "PREMISES"); that it has good title to same and the full right and authority to grant the permanent easement interest in the property described in Schedule A; that there are no encumbrances to the GRANTOR's ability to grant the easement; and that no further easements are required for the construction and completion of the Improvements.

2. Public Purpose

GRANTEE has established Brookhaven Sewer Improvement Area No. 1 within East Patchogue along Suffolk County Road 80 (Montauk Highway/East Main Street), and proposes to construct and install sewer lines and appurtenances ("Improvements" or "Collection System") within the Right of Way of County Road 80 in order to connect to the Patchogue Village Sewage Treatment Plant. The purpose of the easement is to allow installation of said Town Collection System, including but not limited to sewer lines and appurtenances, and perpetual access for maintaining same. GRANTOR has determined it will be in the public interest to allow installation and maintenance of the Improvements by GRANTEE.

3. Purpose of Easement

This permanent easement shall be used for municipal and/or governmental purposes of GRANTEE's construction, maintenance and repair of the Improvements and limited to use solely by the GRANTEE, its successors and assigns, employees, servants, agents, contractors and representatives for the sole purpose of ingress and egress in connection with installing, inspecting, replacing, repairing, operating and/or maintaining the Improvements.

4. Easement

For and in consideration of these presents, the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other good and valuable consideration paid by the GRANTEE to the GRANTOR, receipt of which is hereby acknowledged, GRANTOR hereby grant to the GRANTEE, its successors and assigns, employees, servants, agents, contractors and representatives (including, but not limited to, the Village of Patchogue), a permanent easement granting to the GRANTEE the right, permission and authority to enter into and upon the PREMISES, for the sole purpose of installing and thereafter inspecting, replacing, repairing, operating and/or maintaining Collection System, sanitary sewerage facilities, including, but not limited to, sewer lines, manholes, pretreatment systems, lateral sewers, pump stations and/or force mains, as well as any and all equipment, appurtenances and/or facilities used in connection therewith (the "Improvements"), as the GRANTEE may, in its sole discretion, from time to time deem necessary.

5. Installation of Improvements

A. The terms and conditions for installation of the Improvements shall be set forth in a construction permit to be issued by GRANTOR's Department of Public Works ("DPW"). The GRANTEE agrees that any and all work for the completion of the GRANTEE's Improvements shall be at its own cost and expense, and any shall be construed and maintained in a good and workmanlike manner and be in compliance with all applicable laws, statutes, ordinances, rules or regulations. Upon the completion of the installation of the Improvements, GRANTEE shall undertake the completion of paving of the roads as described in the attached Schedule A per the specifications and subject to the approval of GRANTOR. In the event that Grantor determines for reason of critical public safety that the sewer lines must be repositioned within the easement area and there are no other reasonable and feasible alternatives, then such repositioning shall be undertaken at the Grantee's expense.

B. Notwithstanding the above, GRANTOR is in the midst of realignment and reconstruction of Suffolk County Road 80, including the area within East Patchogue that contains the Brookhaven Sewer Improvement Area No. 1 (Capital Project 5534.310), and GRANTOR and GRANTEE desire to save taxpayer money by coordinating the timing of the GRANTOR's Capitol Project and the GRANTEE's Sewer Improvements to avoid duplicating the cost of paving. Therefore, in the event that GRANTEE is able to secure approvals, funding, design specifications, let bids and secure contracts and complete the Improvements before the final paving is required for the Capitol Project, then in such case, upon the completion of the installation of the Town's Improvements, the GRANTOR shall undertake the completion of paving of the roads as described in the attached Schedule A and the GRANTEE shall have no responsibility or liability regarding the aforementioned County roads described in Schedule A. The determination as to when final paving is required for the Capitol Project shall be in GRANTOR's sole discretion.

6. Control and Access

A. Control over the easement area shall remain in the GRANTOR and the GRANTOR shall have free, unobstructed and unlimited access to same, except where such control and access are necessitated by the GRANTEE in connection with the completion, maintenance and/or repair of the Improvements or to protect the physical integrity of the Improvements.

B. Where access to the GRANTOR or public use of the roadways or right-of-ways within the PREMISES may be limited due to the completion, maintenance and/or repair of the Improvements, the GRANTEE shall provide reasonable prior notice to GRANTOR.

C. GRANTEE covenants, warrants and represents that it shall, at all times, comply with any and all orders, directives, requests and rules and regulations of the GRANTOR with respect to any work to be performed in the Easement Area.

D. GRANTEE shall not bill or charge back to the GRANTOR any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises;

7. Indemnification

The GRANTOR shall save, indemnify and hold harmless the GRANTEE, and any and all of the GRANTEE's departments, agencies, bureaus, employees, personnel, agents and representatives, from and against any and all loss or expense, including reasonable attorneys fees, by reason of any liability imposed by law upon any of them, except in cases of the GRANTEE's negligence or intentional acts or omissions arising out of the construction, maintenance and/or repair of the Town's Improvements, for any damages or claim for damages arising out of, or in consequence of or in connection with, this Agreement, including, but not limited to, bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property. It is further understood and agreed that the GRANTOR shall, at the option of the GRANTEE, defend any of the entities indemnified hereunder with appropriate counsel and, further, shall bear all costs and expenses, including the reasonable expense of counsel, in the defense of any action or proceeding arising hereunder.

The GRANTEE shall save, indemnify and hold harmless the GRANTOR, and any and all of the GRANTOR's departments, agencies, bureaus, employees, personnel, agents and representatives, from and against any and all loss or expense, including reasonable attorneys fees, by reason of any liability imposed by law upon any of them, except in cases of the GRANTOR's negligence or intentional acts or omissions, for any damages or claim for damages arising out of, or in consequence of or in connection with, this Agreement, including but not limited to bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property. It is further understood and agreed that the GRANTEE shall, at the option of the GRANTOR, defend any of the entities indemnified hereunder with appropriate counsel and, further, shall bear all costs and expenses, including the reasonable expense of counsel, in the defense of any action or proceeding arising hereunder.

8. Recording

GRANTOR shall execute all necessary documents and agreements in furtherance of this Easement and this executed Easement shall be recorded in the Suffolk County Clerk's Office, at the GRANTEE's sole effort and expense.

9. Installed Property

Any Improvements installed by the GRANTEE, its successors or assigns, shall be, and shall remain, the property of the GRANTEE, its successors and assigns, forever.

10. Rights Reserved.

A. The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. GRANTOR shall have the right to use the Easement area, or any portion thereof, or any property of GRANTOR adjoining the Easement Area for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of GRANTEE.

B. That the GRANTEE shall not sell, convey or transfer the rights conveyed herein.

C. The easement conveyed herein shall automatically terminate and shall revert back to the County of Suffolk, in the event that:

1. Construction of said sewage disposal pipelines, pumps, and/or facilities are not completed on or before June 1, 2011, which date may be extended on consent of the parties or due to delay(s) in the construction resulting from an act of God, war, strike, riot, civil disorder, fire, storm, landslide, earthquake, flood, explosion, frozen ground conditions, or other similar catastrophe condition beyond GRANTEE's control; and/or

2. Said sewage disposal pipelines, pumps, and/or facilities are abandoned by the Town of Brookhaven.

11. Bind and Inure

This Agreement shall run with the land and shall be binding upon the parties hereto, their heirs, distributees, executors, successors and assigns forever.

12. Gratuities

GRANTEE represents and warrants that neither GRANTEE nor any official, officer, employee, etc., of GRANTEE has offered or given any gratuity to any official, employee or agent of Suffolk County, New York State or any political party with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement, or the making of any determinations with respect to the performance of an agreement, and that GRANTEE has read and is familiar with the provisions of Suffolk County Local Law Number 32-1980.

13. Counterparts

The parties hereto have duly executed this Agreement in counterparts, any one of which may be considered an original.

14. Legislative Approval

This Agreement is contingent upon the approval of same by the Suffolk County Legislature by duly-adopted resolution.

– End of Text –

IN WITNESS WHEREOF, the GRANTOR has duly executed this Agreement as of the date first above written:

GRANTOR

GRANTEE

COUNTY OF SUFFOLK

TOWN OF BROOKHAVEN

By:

By:

[Name] Date
Deputy County Executive

KATHLEEN WALSH Date
Deputy Supervisor

APPROVED:

GILBERT ANDERSON, P.E. Date
COMMISSIONER, DEPARTMENT OF
PUBLIC WORKS

APPROVED AS TO LEGALITY:

CHRISTINE MALAFI, ESQ.
SUFFOLK COUNTY ATTORNEY
By:

LINDA A. SPAHR, ESQ. Date
Assistant County Attorney

Schedule A

Description of Easement Area

**LEGAL DESCRIPTION
OF EASEMENT AREA**

ALL that certain plot, piece or parcel of land as further described as property line to property line along the entire width of Montauk Highway, CR 80, within the Town of Brookhaven, County of Suffolk, State of New York, further described as:

ALL that certain plot, piece or parcel of land lying in the Town of Brookhaven, County of Suffolk, State of New York, being more particularly bounded and described as follows: Beginning at a point on the northerly side of Montauk Highway, CR 80 at the intersection of the easterly boundary line of the Village of Patchogue, thence running more or less in an easterly direction the width of Montauk Highway, CR 80, approximately 2985 feet to the intersection of the easterly property boundary of a parcel of land now or formerly owned by Hoop Superx LLC having Suffolk County Tax Map Identification District 0200, Section 977.60, Block 02.00 and Lot 010.000, which shall be the end point.

1R1124

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation RESOLUTION NO. -2010, AUTHORIZING THE CONVEYANCE OF A PERMANENT SEWER EASEMENT IN AND TO COUNTY-OWNED REAL PROPERTY KNOWN AND DESIGNATED AS C.R. 80, MONTAUK HIGHWAY, PATCHOGUE, SUFFOLK COUNTY, NEW YORK TO THE TOWN OF BROOKHAVEN		
3. Purpose of Proposed Legislation SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> </u> No <u> X </u>		
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): DAV
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. No additional costs shall be incurred by the County in connection with the granting of said Easement and no charges shall be billed back to the County for any cost incurred or projected to be incurred by the Town for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the Easement area.		
8. Proposed Source of Funding N/A		
9. Timing of Impact Upon adoption.		
10. Typed Name & Title of Preparer Carmine Chiusano Assistant Budget Director	11. Signature of Preparer <i>Carmine A. Chiusano</i>	12. Date February 1, 2010

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

R1184

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. -2010**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1191 -2010

**RESOLUTION NO. -2010, AUTHORIZING EXECUTION
OF AN AGREEMENT WITH THE VILLAGE OF SALTAIRE FOR
PROVISION OF POLICE SERVICES**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. -2010, BECAUSE THE VILLAGE OF
SALTAIRE IS IN NEED OF THE USE OF THE POLICE RESOURCES OF THE
SUFFOLK COUNTY POLICE DEPARTMENT AND THE COUNTY IS ENTITLED
TO REIMBURSEMENT FOR THE COST OF PROVIDING THOSE SERVICES AND
A FORMAL AGREEMENT WILL DELINEATE THE RIGHTS AND OBLIGATIONS
OF EACH PARTY.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY
THIS SECOND DAY OF FEBRUARY, 2010.**

Brendan R. Chamberlain
BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

RECEIVED
2010 JAN 31 A 10:31
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUFPFADGE

Intro. Res. No. ¹¹⁹¹ -2010
Introduced by the Presiding Officer on Request of the County Executive

Laid on Table 2 / 2 / 2010

**RESOLUTION NO. - 2010,
AUTHORIZING EXECUTION OF A
MEMORANDUM OF AGREEMENT WITH
THE VILLAGE OF SALTAIRE FOR
PROVISION OF POLICE SERVICES**

WHEREAS, the County of Suffolk maintains and operates within a police district, the Suffolk County Police Department ("SCPD"); and

WHEREAS, the monies necessary to operate the SCPD come, in part, from a tax upon real estate within the County Police District subject to taxation, which funds are allocated to an account referred to as the "Police District Fund" or "115 account;" and, in part, by another tax upon real estate located within the County subject to taxation, which funds are allocated to an account referred to as the "General Fund" or "001 account," and

WHEREAS, the 115 account is expressly reserved to pay expenses for police services of the SCPD within the police district; and

WHEREAS, the 001 account is expressly reserved to pay expenses for specific functions of the SCPD which serve the entire County; and

WHEREAS, the Village of Saltaire ("Village") does not maintain its own police department and is not a part of the County police district; and

WHEREAS, the Village and its residents are entitled, without charge, to the use of the resources and services of the SCPD which are provided under the 001 account, but the Village also needs assistance from, and the use of, the resources and services of the SCPD that are supported by the 115 account; and

WHEREAS, the public interest will be served if the SCPD services and resources funded by the 115 account are made available to the Village on a fee-for-services basis, and

WHEREAS, the SCPD is willing and able to assist the Village in this regard; and

WHEREAS, the Suffolk County Charter § C13-7 authorizes the provision of police services, pursuant to contract, to a town or village which is not a part of the County police district;

WHEREAS, a formal agreement (Memorandum of Agreement) between the SCPD and the Village will delineate the respective obligations of each of the parties under Charter § C13-7;

WHEREAS, the Board of Trustees of the Village adopted a resolution authorizing the Memorandum of Agreement; now, therefore be it

1st **RESOLVED**, the form and substance of the Memorandum of Agreement, presented to the members of the Legislature is hereby approved; and be it further

2nd **RESOLVED**, the execution and delivery on behalf of and in the name of the County and the SCPD by the County Executive and/or his designee(s) of the Memorandum of Agreement presented to the members of the Legislature at this meeting, is hereby authorized and directed, with such ministerial and non-substantive changes therein as the County Executive and/or his designee(s) may approve, and the execution and delivery of such Agreement shall be conclusive evidence of his approval of any such changes and of the authorization and direction thereof by this Legislature; 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 law constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 N.Y.C.R.R.) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT by and between and the COUNTY OF SUFFOLK (“**County**”), acting through its duly constituted SUFFOLK COUNTY POLICE DEPARTMENT (“**SCPD**”), with offices located at 30 Yaphank Avenue, Yaphank, New York 11980, and the VILLAGE OF SALTAIRE, (“**Village**”), with offices located at 103 Broadway, Saltaire, New York and a mailing address of P.O. Box 5551, Bay Shore, New York 11706.

WHEREAS, the County maintains and operates the SCPD, and the monies necessary to operate the SCPD come, in part, from a uniform tax upon real estate within the County Police District subject to taxation, which funds are allocated to an account referred to as the “Police District Fund” or “115 account,” and, in part, by another tax upon real estate located within the County subject to taxation, which funds are allocated to an account referred to as the “General Fund” or “001 account,” and the latter funds are expressly reserved to pay expenses of specific functions of the SCPD which serve the entire County; and

WHEREAS, the Village is entitled, without separate charges, to the use of SCPD boats; and the resources and services which are provided under the “001 account”, which shall include, but not be limited to, the Suffolk County Aviation Section, Major Crimes Bureau, Special Services Bureau, Office of Homeland Security, Medical Evaluation, Recruitment and Community Outreach, Communications Bureau, and all other services and resources provided under the “001 account.”

WHEREAS, the Village does not maintain its own department and is not a part of the County Police District, and sometimes both it and its residents and guests are in need of assistance from and the use of the resources and services of the SCPD that are funded from the 115 account; and

WHEREAS, it is the responsibility of the County to account to the taxpayers of the Police District for the funds allocated to the Police District, and to recover costs from users of services paid for from the 115 account when those users are outside the Police District; and

WHEREAS, the Suffolk County Police Commissioner and the Board of Trustees of the Village have deemed that the public interest requires that SCPD services and resources funded by the 115 account be made available to the Village on a fee-for-services basis, and desire to equitably set forth the means to calculate those costs and reimburse the County for them; and

WHEREAS, the Suffolk County Charter Section C13-7 authorizes the provision of police services to a town or village which is not a party of the County Police District pursuant to contract, and Suffolk County Resolution No. __-2009 and Village Board Resolution No. __-2009 have authorized this Agreement; and

NOW, THEREFORE, the parties mutually agree as follows:

1. Purpose of Agreement. Pursuant to the terms and conditions set forth in this Agreement, the Village shall have access to 115 account resources of and services of the SCPD. This Agreement shall govern the relationship between the SCPD and the Village regarding the resources and services to be provided by the SCPD to the Village. Such SCPD resources and services shall include, but are not limited to, police officers, use of police patrol and other land vehicles, and resources and services of the canine, emergency services, crime scene, enforcement, motorcycle, motor carrier safety, and SAFE-T sections, highway patrol, domestic violence, elder abuse bureau, impound unit and the marine patrol section, in instances when the use of the resources of the marine patrol section consist of land-based functions and the use of land-bound officers. The cost to the Village for 115 account resources and services shall be calculated on a fee for services basis as set forth in paragraph 5 of this Agreement.

2. Term and Termination.

a. Term

The term of this Agreement ("Term") shall commence January 1, 2009 and shall continue through December 31, 2013, unless sooner terminated as provided below.

b. Termination for Cause

A failure by the Village to make payment for services within sixty (60) days of the submission of a voucher by the County may result in termination of this Agreement in the sole discretion of the County, provided that the Village shall be given five (5) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate") delivered in accordance with Paragraph 11 herein. During such five (5) day period, the Village will be given an opportunity for consultation with the County and an opportunity to cure its failure to make timely payment for services prior to termination by the County. In the event that the Village has not cured its failure to the satisfaction of the County by the end of the five (5) day period, the County may issue a written termination notice ("Termination Notice") terminating the Agreement effective immediately.

c. Termination for Convenience

The County or the Village may terminate this Agreement at any time and for any other reason deemed to be in either party's best interests upon ninety (90) calendar days' written notice of termination ("Termination Notice") to the other party to the Agreement.

3. Availability and Supervision of Resources and Services. The SCPD shall be obligated to exercise its best efforts to provide the "115 account" services to the Village in a timely fashion to adequately meet the needs of the Village. The SCPD may only limit the availability of resources and services to the Village if in the SCPD's determination the allocation by the SCPD of resources requested by the Village will reduce the level of resources available to the County below a level that is an acceptable minimum level of services. The SCPD shall have sole administrative and operational oversight over SCPD resources and services provided to the Village.

4. **Ownership and Operation of Equipment.** At all times, ownership and control of all SCPD equipment will remain with the SCPD, and the ownership and control of all Village equipment will remain with the Village.

5. **Method of Calculation.**

- a. (i) The costs for SCPD officers shall be payable by the Village at the actual rate incurred by the County and as stated in the labor contract in effect on the date that the services are rendered. The costs will include, but not be limited to, pay rates, health insurance costs, longevity payments, meal allowances, night differential costs, minimum recall costs, special assignment allowances, miscellaneous stipends, holiday pay, travel allowances, cleaning, and clothing allowances. In the event a labor contract is subsequently renewed at different rates of pay and is retroactive in scope, SCPD may resubmit a payment voucher to the Village and be reimbursed at the new rate. If the officer is working on overtime, the County shall be reimbursed at overtime rates.
 - (ii) The costs shall include actual retirement pension costs which are calculated using a multiplier presently of 16.10% times actual labor costs, as adjusted annually. If the SCPD pension costs are adjusted retroactively by the State, the County may resubmit a payment voucher to the Village and be reimbursed for actual cost increases that are incurred by a multiplier adjustment that is applied retroactively.
 - (iii) The costs shall include social security and Medicare multiple of up to 7.65% and any subsequent increase made by federal law.
- b. The charges for the use of the police patrol unit(s) and other SCPD land vehicles shall be based on \$10.00 per hour, per vehicle, which the parties have determined to be a reasonable amount. Vehicle time usage will be rounded up or down to nearest quarter hour of use, whichever is closer to the hour. The per hour rate shall be reviewed annually on January 1 of each year of this Agreement, and may be subject to a reasonable increase at the discretion of the County based on an increase in actual costs incurred.
- c. Additional charges due to the SCPD for resources or services, including, but not limited to, towing, emergency services consumables and first aid consumables shall be paid to reimburse the SCPD for such costs as they are actually incurred by the SCPD.
- d. This method of calculation shall apply to any 115 account services rendered to the Village in the ordinary course of police business being carried out, and in the case of any 115 account services rendered to the Village in any emergency situation. For the purposes of this Agreement, "emergency situation" shall mean any circumstance that threatens life or property as reasonably determined by the supervising SCPD officer at the time and place that the 115 account resources and services are rendered. For the purposes of this paragraph, the ordinary course of police business being carried out at a fire scene by a

police officer shall be deemed to end when the incident commander of the Saltaire Volunteer Fire Company or any other Fire Company which responds pursuant to a mutual aid agreement assumes command and control of the fire scene, after which any services being offered or provided by the police officer will only be chargeable under this contract if such service is so requested by the fire incident commander.

6. **Payment for Services.**

a. The County shall prepare and present an itemized claim for payment on an approved form supplied by the Village for such purposes ("Payment Voucher"). The Payment Voucher shall be submitted to the Clerk of the Village one time per month for resources and services rendered during the preceding month. Claims shall be documented by sufficient, competent, and evidential matter. Payment by the Village shall be made within thirty (30) days of submission of the voucher by check delivered to the SCPD and made payable to the Suffolk County Treasurer.

b. Nothing in this Agreement shall be construed as limiting the Village's liability for payment for any 115 account resources and services provided in an emergency situation.

7. **Additional Policies and Procedures.** The SCPD Commissioner and the Mayor are authorized and empowered to establish additional policies and procedures to implement this agreement.

8. **Indemnification.**

a. Each party to this agreement agrees that it shall protect, indemnify, and hold harmless the other and the other's officers, officials, employees, contractors, and agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, arising out of its own acts, omissions, or negligence in connection with actions undertaken pursuant to this Agreement. Each party shall defend the other and its officers, officials, employees, contractors, and agents in any suit, including appeals, or at the party's option, pay reasonable attorneys' fees for defense of any such suit arising out of its acts or omissions or negligence, or those of its officers, officials, employees, contractors, or agents, if any, in connection with this Agreement except to the extent that any losses are caused by the negligence, fault, or default of the other party.

b. Each party shall cooperate with the other in connection with the investigation, defense, or prosecution of any action, suit, or proceeding in connection with this Agreement.

c. The provisions of this Section shall survive the termination of this Agreement.

9. **Compliance with Law.** Each party shall comply with any and all federal, state, and local Laws in connection with actions taken pursuant to this Agreement. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs,

injunctions, official resolutions, official interpretations, or decrees, as same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

10. Notices and Contact Persons.

a. Notices in General: Any communication, notice, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the other party or its designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the Suffolk County Police Department:
By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax and Email to:**

Suffolk County Police Department
30 Yaphank Avenue
Yaphank, New York 11980
Attn: Charles Palmer, Senior Accountant, Finance Section
Fax No.: (631) 852-6666
Email: Charles.Palmer@suffolkcountyny.gov

**With a copy to the Police Commissioner at the same address:
Fax No.: (631) 852-6324
Email: Richard.Dormer@suffolkcountyny.gov**

**For the Village:
By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope
or by Courier Service or by Fax or by Email to:**

Mayor
Village of Saltaire
P.O. Box 5551
Bay Shore, New York 11706
Fax #: (631) 583-5986
Email: Mario@saltaire.org

With a copy to the Village Administrator at the same address.

b. Notices Relating to Termination and/or Litigation:
In the event either party to this Agreement receives a notice of claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party

defendant) to a lawsuit or any legal proceeding related to this Agreement, it shall immediately deliver to the other party, and to the County Attorney at the address set forth below, copies of all papers filed by or against it.

Any communication or notice regarding termination shall be in writing and shall be given to the Village or its designated representative at the following address or at such other address that may be specified in writing by the Village and must be delivered as follows:

For the County:

By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope or by Nationally Recognized Courier Service or Personally and by First Class Mail

Suffolk County Police Department
Attn: Commissioner
30 Yaphank Avenue
Yaphank, New York 11980
Email: Charles.Palmer@suffolkcountyny.gov

and

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788
Email: Christine.Malafi@suffolkcountyny.gov

For the Village

By First Class and Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service or Personally and by First Class Mail

Mayor
Village of Saltaire
P.O. Box 5551
Bay Shore, New York 11706
Email: Mario@saltaire.org

With a copy to the Village Administrator at the same address
and

Joseph W. Prokop
Attorney, Village of Saltaire
175 Route 25A
East Setauket, NY 11733
Email: jwprokopesq@aol.com

11. **Entire Agreement.** This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or verbal) of the parties relating to the subject matter of this Agreement. Nothing contained herein shall be construed to create an employment or principal-agent relationship; or a partnership or joint venture, between the parties or their respective officers, employees, servants, agents or independent contractors, and neither party shall have the right, power, or authority to bind the other in any manner whatsoever.

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

13. **Approval and Execution.** Neither party shall have any liability under this Agreement (including any extension or other amendments of this Agreement) until it is approved by its governing body and thereafter fully executed.

14. **No Intended Third Party Beneficiaries.** This Agreement shall not be construed to accrue to the benefit of third parties.

15. **Gratuities.** The Village represents and warrants that it has not offered or given any gratuity to any official, employee, or agent of Suffolk County, or New York State, or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date this Agreement is last executed by the parties hereto.

VILLAGE OF SALTAIRE

By: _____

Scott S. Rosenblum
Mayor, Village of Saltaire

Date: 1/25/10

COUNTY OF SUFFOLK

By: _____

Deputy County Executive

Date: _____

APPROVED AS TO LEGALITY
CHRISTINE MALAFI
SUFFOLK COUNTY ATTORNEY

By: _____
Jacqueline Caputi
Assistant County Attorney

Date: _____

APPROVED:
SUFFOLK COUNTY POLICE
DEPARTMENT

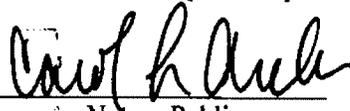
By: _____
Richard Dormer
Commissioner

Date: _____

State of New York)
New York) ss:
County of Suffolk)

On this 25th day of January, 2010, before me, the undersigned, a notary public in and for the State of New York, personally appeared Scott S. Rosenblum, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

CAROL ARCHER
Notary Public, State of New York
No. 02AR6153756
Qualified in New York County
Commission Expires Oct. 2, 2010



Notary Public

State of New York)
) ss:
County of Suffolk)

On this ___ day of _____, 20___, before me, the undersigned, a notary public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public

THE UNDERSIGNED, Mario Posillico, Clerk/Treasurer of the Incorporated Village of Saltaire, Suffolk County, New York, ("Saltaire") certifies that a meeting of the Board of Trustees of Saltaire, held pursuant to proper notice on the 23th day of January, 2010, at which a quorum was present, there was moved, and unanimously adopted the following resolution:

CONTRACT WITH SUFFOLK COUNTY POLICE DEPARTMENT

Trustee O'Brien reported that the Village has been negotiating terms of an agreement with the Suffolk County Police Department (SCPD) and Suffolk County Attorney to memorialize the terms under which the SCPD will provide police services to the Village of Saltaire. The Village is outside of the Suffolk County Police District and therefore would be entitled to the services of the SCPD that can be contractually arranged.

Trustee O'Brien made the following motion:

WHEREAS, the County maintains and operates the Suffolk County Police Department (SCPD), and the monies necessary to operate the SCPD come, in part, from a uniform tax upon real estate within the County Police District subject to taxation, which funds are allocated to an account referred to as the "Police District Fund" or "115 account," and, in part, by another tax upon real estate located within the County subject to taxation, which funds are allocated to an account referred to as the "General Fund" or "001 account," and the latter funds are expressly reserved to pay expenses of specific functions of the SCPD which serve the entire County; and

WHEREAS, the Village is entitled, without separate charges, to the use of SCPD boats; and the resources and services which are provided under the "001 account", which shall include, but not be limited to, the Suffolk County Aviation Section, Major Crimes Bureau, Special Services Bureau, Office of Homeland Security, Medical Evaluation, Recruitment and Community Outreach, Communications Bureau, and all other services and resources provided under the "001 account."

WHEREAS, the Village is not a part of the County Police District, and sometimes both it and its residents and guests are in need of assistance from and the use of the resources and services of the SCPD that are funded from the 115 account; and

WHEREAS, the Suffolk County Police Commissioner and the Board of Trustees of the Village have deemed that the public interest is best served when that SCPD services and resources

funded by the 115 account are made available to the Village on a fee-for-services basis, and desire to equitably set forth the means to calculate those costs and reimburse the County for them; and

WHEREAS, the Suffolk County Charter Section C13-7 authorizes the provision of police services to a town or village which is not a party of the County Police District pursuant to contract, and

THEREFORE BE IT RESOLVED THAT, The Mayor of the Village of Saltaire is authorized to execute the proposed contract with Suffolk County which will control the delivery and obligation of "115 account" police services provided by the SCPD to the Village of Saltaire, and the obligation of the Village of Saltaire to pay for those services rendered, and

BE IT FURTHER RESOLVED THAT, The Mayor of the Village of Saltaire, upon consultation with the Village Attorney and notice to the other members of the Board, is authorized to make any contract revisions that he deems necessary to execute the final contract with the County of Suffolk.

The motion was seconded by Trustee Rich, and on call without objection was unanimously so approved.

CERTIFIED AT: Saltaire, New York
This 26th day of January, 20010


Mario Posillico
Clerk Treasurer
Incorporated Village of Saltaire

1191

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

1191

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE VILLAGE OF SALTAIRE FOR PROVISION OF POLICE SERVICES		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>XX</u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The Village of Saltaire is not part of the Fund 15 taxing district nor does it maintain its own Police Service, however the Village needs the services of the SCPD. The memorandum of agreement between the County and the Village of Saltaire creates a mechanism to charge for the Police Services on a fee-for-service basis.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
There is no additional cost impact but will generate a revenue stream as per this agreement. Total revenue is to be determined by the amount of services provided.		
8. Proposed Source of Funding		
Village of Saltaire		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Assistant Executive Analyst		2-1-10

CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. - 2010

1192

WHEREAS, INTRODUCTORY RESOLUTION NO. - 2010

RESOLUTION NO. -2010, ACCEPTING AND
APPROPRIATING 100% FEDERAL GRANT FUNDS
AWARDED BY THE U.S. DEPARTMENT OF JUSTICE
OFFICE OF VIOLENCE AGAINST WOMEN UNDER THE
AMERICAN RECOVERY & REINVESTMENT ACT
GRANT TO THE NYS DEPARTMENT OF CRIMINAL
JUSTICE SERVICES AND PASSED THROUGH TO THE
SUFFOLK COUNTY DEPARTMENTS OF PROBATION,
DISTRICT ATTORNEY, SHERIFF, AND POLICE

WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,

NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. - 2010, BECAUSE IT IS THE DESIRE OF
THE COUNTY OF SUFFOLK TO ACCEPT AND APPROPRIATE THIS FEDERAL
GRANT FUNDING.

IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS SECOND
DAY OF FEBRUARY, 2010.



BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

RECEIVED
2010 JAN 32 A 10:31
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPTAUSSAGE

Intro. Res. No. 1192-10
Introduced by the County Executive

Laid on Table 2/2/10

RESOLUTION NO. -2010, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS AWARDED BY THE U.S. DEPARTMENT OF JUSTICE OFFICE OF VIOLENCE AGAINST WOMEN UNDER THE AMERICAN RECOVERY & REINVESTMENT ACT GRANT TO THE NYS DEPARTMENT OF CRIMINAL JUSTICE SERVICES AND PASSED THROUGH TO THE SUFFOLK COUNTY DEPARTMENTS OF PROBATION, DISTRICT ATTORNEY, SHERIFF, AND POLICE

WHEREAS, Suffolk County has applied for and has been approved to receive American Recovery & Reinvestment Act (ARRA) grant funds in the amount of \$154,525 from the NYS Department of Criminal Justice Services Passed through from the U.S. Department of Justice Office of Violence Against Women; and

WHEREAS, Suffolk County Departments of Probation, District Attorney, Sheriff, Police and domestic violence agencies: VIBS Family Violence & Rape Crisis Center, Suffolk County Coalition Against Domestic Violence, Brighter Tomorrows, Inc., and The Retreat, Inc. cooperatively submitted the grant application; and

WHEREAS, it is specifically stated in the grant documents, that the accounting systems of all recipients and sub-recipients must ensure that funds from any award under this ARRA solicitation are not commingled with funds from any other source; and

WHEREAS, the Suffolk County Integrated Financial Management System will be setup with expense units 001-PRO-3136, 001-SHF-3136, 001-DIS-1187, and 001-POL-3136 with the title for all to be DCJS SVAW RECOVERY ACT for the segregation of all expenditures to be reimbursed under this grant; and

WHEREAS, the Suffolk County Integrated Financial Management System will be setup with revenue sources 001-PRO-3136-3213, 001-SHF-3136-3213, 001-DIS-1187-3213, and 001-POL-3136-3213 with the title for all to be DCJS SVAW RECOVERY ACT for the segregation of all revenues received under this grant; and

WHEREAS, a portion of the grant award is for job retention and job creation for bilingual advocate positions and bilingual hotline positions, as well as a one bilingual assistant district attorney position to assist with victims of violence; and

WHEREAS, a portion of the grant award is to repair Police Department equipment and provide new equipment to the Sheriff and Police departments; and

WHEREAS, each department or agency claiming reimbursement for salary and fringe benefit expenditures for the identified positions will journal voucher the expense to the appropriate line within that department's expense unit entitled DCJS SVAW RECOVERY ACT to insure all expenses are reflected in IFMS in the grant budget; and

WHEREAS, The Probation Department has requested \$79,528 to subcontract with VIBS Family Violence & Rape Crisis Center for \$20,000 to create a part-time, bilingual advocate position to provide outreach and advocacy services to immigrant and underserved populations; with Brighter Tomorrows, Inc. for \$19,809 to create a part-time, bilingual hotline worker position to provide immediate assistance to English-speaking and non-English speaking victims of domestic violence and/or sexual assault; with the Suffolk County Coalition Against Domestic Violence for \$19,719 to sustain a part-time, bilingual advocate position to provide outreach and advocacy services to immigrant and underserved populations; and with the Retreat, Inc. for \$20,000 to create a part-time, bilingual advocate position to provide outreach and advocacy services to immigrant and underserved populations;

WHEREAS, the District Attorney's office has requested \$70,347 to create a bilingual assistant district attorney position to assist in the prosecution of English and non-English speaking victims of domestic and/or sexual violence and is budgeted in 001-DIS-1187 for a period of approximately one year;

WHEREAS, the Police Department has requested \$2,500 to repair an antennae located in Lindenhurst for the department's emergency residential-installed panic alarms distributed to pre-screened, high-risk victims of domestic violence; and

WHEREAS, the Police Department has requested \$1250 to build one residential-installed panic alarm device; and

WHEREAS, the Sheriff Department has requested \$900 for the purchase of one law enforcement speech guard translating device to allow for speech-to-speech translation between English and non-English speaking person(s); and

WHEREAS, the American Recovery & Reinvestment Act U.S. Department of Justice Office of Violence Against Women grant award period is from January 1, 2010 through December 31, 2010; now therefore be it

1st **RESOLVED**, that the County Executive is authorized to execute any Agreement with the U.S. Department of Justice, as necessary, to secure said grant funds; and be it further

2nd **RESOLVED**, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of individuals filling the positions created by the resolution at the conclusion of the grant which provided funding for such position created by said grant; and be it further

3rd **RESOLVED**, that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said grant funds in the amount of \$154,525 as follows:

REVENUES:
3213 - DCJS SVAW RECOVERY ACT
\$154,525

001-PRO-3136-3213	\$	79,528
001-DIS-1187-3213	\$	70,347
001-POL-3136-3213	\$	3,750
001-SHF-3136-3213	\$	900

APPROPRIATIONS:

Suffolk County Probation Department
DCJS SVAW RECOVERY ACT
001-PRO-3136
\$79,528

<u>4000-Contractual</u>	\$	<u>79,528</u>
4980-VIBS	\$	20,000
4980-Brighter Tomorrows	\$	19,808
4980-Suffolk Coalition Against Domestic Violence	\$	19,719
4980-The Retreat	\$	20,000

Suffolk County District Attorney Office
DCJS SVAW RECOVERY ACT
001-DIS-1187
\$70,347

<u>1000-Personnel Services</u>	\$	<u>52,250</u>
1100-Permanent Salaries	\$	52,250
<u>8000-Employee Benefits</u>	\$	<u>18,097</u>
8280-State Retirement		4,075
8330-FICA		3,997
8360-Health Insurance		8,644
8380-Benefit Fund Contribution		1,381

Suffolk County Police Department
DCJS SVAW RECOVERY ACT
001-POL-3136
\$3,750

<u>2000-Equipment</u>	\$	<u>3,750</u>
2090-Radio and Communication	\$	3,750

Suffolk County Sheriff Department
DCJS SVAW RECOVERY ACT
001-SHF-3136
\$900

2000-Equipment	\$ 900
2090-Radio and Communication	\$ 900

and be it further

4th **RESOLVED**, that the following position be and it hereby is created as follows:

FUND	JC	SPEC. NO.	POSITION TITLE	GRADE	NO.CREATED
01-1187-0100	E	6128	Assistant District Attorney	24	1

5th **RESOLVED**, each department claiming reimbursement for salary and fringe benefits expenditures for the identified positions are directed to journal voucher any of these expenses that are not directly charged to the appropriate line within that department's expense unit entitled DCJS SVAW RECOVERY ACT to insure all expenses are reflected in IFMS in the grant budget; and be it further

6th **RESOLVED**, that the County Executive be and hereby is authorized to assign activity (pseudo) codes to the Probation Department; and be it further

7th **RESOLVED**, that the purchase of equipment and services by the Police Department to repair the panic alarm antennae in Lindenhurst is hereby approved; and be it further

8th **RESOLVED**, that the purchase of equipment to build one (1) residential-installed panic alarm device by the Police Department is hereby approved; and be it further

9th **RESOLVED**, that the purchase of one (1) multilingual speech-to-speech language device by the Sheriff Department is hereby approved; and be it further

10th **RESOLVED**, that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action.

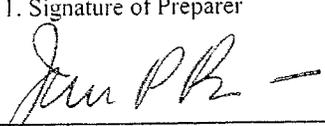
DATED: January 29, 2010

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS AWARDED BY THE U.S. DEPARTMENT OF JUSTICE OFFICE OF VIOLENCE AGAINST WOMEN UNDER THE AMERICAN RECOVERY & REINVESTMENT ACT GRANT TO THE NYS DEPARTMENT OF CRIMINAL JUSTICE SERVICES AND PASSED THROUGH TO THE SUFFOLK COUNTY DEPARTMENTS OF PROBATION, DISTRICT ATTORNEY, SHERIFF, AND POLICE		
3. Purpose of Proposed Legislation SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> </u> No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact This resolution accepts an American Recovery & Reinvestment Act Grant from the NYS Dept of Criminal Justice Services passed through from the US Department of Justice Office of Violence Against Women at 100% Funding.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. Term of Grant Period is January 1, 2010 to December 31, 2010.		
8. Proposed Source of Funding American Recovery & Reinvestment Act Grant Funds		
9. Timing of Impact Upon Adoption of Legislation		
10. Typed Name & Title of Preparer James P. Burt Assistant Budget Director	11. Signature of Preparer 	12. Date January 29, 2010

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

<u>STATE AGENCY</u> NYS Division of Criminal Justice Services 4 Tower Place Albany, NY 12203	<u>NYS COMPTROLLER'S NUMBER:</u> C652032 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - NYS Division of Criminal Justice Services
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	<u>TYPE OF PROGRAMS:</u> VAWA Recovery <u>DCJS NUMBERS:</u> VR09652032
<u>FEDERAL TAX IDENTIFICATION NO.:</u> 11-6000464 <u>MUNICIPALITY NO.:</u> (if applicable) 470100000 000	<u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2010 TO 12/31/2010 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$154,525.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.
<u>CHARITIES REGISTRATION NUMBER:</u> N/A (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input checked="" type="checkbox"/> Other (Identify)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "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. Ed Dumas , Chief Deputy County Executive for Policy and Communications Date: _____	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract

VAWA Recovery

Project No.

Grantee Name

VR09-1117-E00

Suffolk County

12/03/2009

AGREEMENT

STATE OF NEW YORK
AGREEMENT

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

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and
WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

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

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

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

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used) GMS Amendment. 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) create and amendment to the GMS record. Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

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

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

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

II. Payment and Reporting

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

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

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

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

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

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees

from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

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

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract

VAWA Recovery

Project No.

Grantee Name

VR09-1117-E00

Suffolk County

12/03/2009

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, 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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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).
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.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 Governor's Office 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 State Finance Law '165. (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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>. (rev)June, 2006

Certified by - on

Award Contract

VAWA Recovery

Project No.

Grantee Name

VR09-1117-E00

Suffolk County

12/03/2009

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, 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 \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, 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 writing and signed by the parties hereto. The parties agree, however, that DCJS may unilaterally amend only the following sections of the Budget Amendment/Grant Extension form (DCJS-55) to insure accuracy and completeness: identification of Federal Funds or State Funds; #1 Grantee Name, #2 County; #3 Contract No.; #4 Implementing Agency; #5 DCJS No.; #7 Project Title; #9 Date of Last Approved Request; #10 Contract Duration; and A. Approved Project Budget. DCJS shall initial such amendment(s) and shall provide Grantee with a copy of the corrected DCJS-55 that was unilaterally amended by DCJS.

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

Award Contract

complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

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

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 which results in a change of greater than 10 percent to any budget category must be submitted for prior written approval by DCJS and the NYS Office of the State Comptroller. An Appendix X and a DCJS-55 setting forth the proposed amendment must be submitted to DCJS 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 which result in a change of 10 percent or less to any budget category, 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 written approval of DCJS. A DCJS-55 setting forth the proposed amendment must be submitted to and approved by DCJS before the next voucher and/or fiscal cost report will be approved.
2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A DCJS-55 and a letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

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 \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

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

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are

opened; and maintenance of a record of competitive procurement process.

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

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

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

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

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

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

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

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

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

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

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

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

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports 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

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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 and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

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 May 15

April 1 - June 30 August 15

July 1 - September 30 November 15

October 1 - December 31 February 15

B. The final report, or where applicable interim progress reports, 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 within 45 days after 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;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the 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: www.whitehouse.gov/omb/circulars.

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

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

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

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

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

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

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

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

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Award Contract

VAWA Recovery

Project No.

Grantee Name

VR09-1117-E00

Suffolk County

12/03/2009

APPENDIX B - Budget Summary by Participant

Suffolk County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Domestic Violence Bi-Lingual Hotline Worker (create) -Brighter Tomorrows (50% of FTE salary of \$34,450)	1	\$17,225.00	\$17,225.00	\$17,225.00	\$0.00
2	Bi-Lingual Assistant District Attorney (create) -SCDA (100% FTE)	1	\$52,250.00	\$52,250.00	\$52,250.00	\$0.00
3	Domestic Violence Bi-Lingual Advocate (sustain) -SCCADV (45% of \$33,288 FTE salary)	1	\$14,980.00	\$14,980.00	\$14,980.00	\$0.00
4	Domestic Violence Bi-Lingual Advocate (create) -VIBS (40% of \$38,979 FTE salary)	1	\$15,592.00	\$15,592.00	\$15,592.00	\$0.00

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5	Domestic Violence Bi-Lingual Advocate (create) -Retreat (45% of \$36,400 FTE salary)	1	\$14,560.00	\$14,560.00	\$14,560.00	\$0.00
Total				\$114,607.00	\$114,607.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe for SCDA @ 35%	1	\$18,095.00	\$18,095.00	\$18,095.00	\$0.00
2	Fringe for SCCADV @ 32%	1	\$4,740.00	\$4,740.00	\$4,740.00	\$0.00
3	Fringe for Retreat @ 37%	1	\$5,440.00	\$5,440.00	\$5,440.00	\$0.00
4	Fringe for VIBS @ 28%	1	\$4,409.00	\$4,409.00	\$4,409.00	\$0.00
5	Fringe for Brighter Tomorrow @ 15%	1	\$2,584.00	\$2,584.00	\$2,584.00	\$0.00
Total				\$35,268.00	\$35,268.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Speech GaurdTranslation Device - SC Sheriff's Dept.	1	\$900.00	\$900.00	\$900.00	\$0.00
2	Domestic Violence Panic Alarms -SCPD	1	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00
3	Panic Alarm Reception Antenna - SCPD	1	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
Total				\$4,650.00	\$4,650.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$154,525.00	\$154,525.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$154,525.00	\$154,525.00	\$0.00

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APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of 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 Finance with its final fiscal cost report within 45 days of 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.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the

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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 (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). 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 Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

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 Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
 - \$ DCJS approval to reallocate funds between Personal Services and Non Personal Services.

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VAWA Recovery

Project No.

Grantee Name

VR09-1117-E00

Suffolk County

12/03/2009

APPENDIX D - Work Plan

Goal

To improve the overall response to domestic violence incidents of underserved women (specifically immigrants of Hispanic descent) in Suffolk County

Objective #1

To maintain services to Spanish-speaking victims of domestic violence by retaining the bilingual advocate position at the highest-risk police precinct.

Task #1 for Objective #1

Retain the domestic violence bilingual advocate at the Suffolk County Coalition Against Domestic Violence (SCCADV). The advocate will work with police officers in the 3rd precinct to provide domestic violence victims with services including crisis intervention, information on their rights and options, safety assessments and safety planning, accompany victims to court to obtain orders of protection and for other court related matters. Advocate will also make any appropriate referrals to the four domestic violence agencies that are either geographically appropriate and/or service appropriate for the victim's specific needs.

Performance Measure

- 1 Number of domestic violence victims provided services by the domestic violence bilingual advocate at the SCCADV.
- 2 Number of domestic violence victims accompanied to court by the domestic violence bilingual advocate at the SCCADV.
- 3 Number of orders of protection obtained from services provided by the domestic violence bilingual advocate at the SCCADV.
- 4 Number of referrals made to the appropriate domestic violence agency by the domestic violence bilingual advocate at SCCADV.

Objective #2

To increase outreach and services provided to immigrant victims of domestic violence in the area of Patchogue, Holbrook and other southern Suffolk County areas by hiring a domestic violence bilingual advocate at VIBS.

Task #1 for Objective #2

Hire a part-time domestic violence bilingual advocate at VIBS to provide outreach and advocacy services to victims of domestic violence and sexual assault, in the area of Patchogue, Holbrook and other southern Suffolk County areas. Services provided by the bilingual advocate include crisis intervention, information on their rights and options, safety assessments and safety planning, accompanying victims to court to obtain orders of protection and other court related matters, and assisting victims of sexual assault through the SANE centers and court accompaniment. The advocate will also make any appropriate referrals to the other three domestic violence agencies that are either geographically appropriate and/or service appropriate for the victims' specific needs.

Performance Measure

- 1 Document the hiring of the domestic violence bilingual advocate at VIBS.
- 2 Number and type of criminal justice advocacy and type of outreach services provided by the domestic violence bilingual advocate at VIBS for immigrant domestic violence victims.
- 3 Number of order of protections filed by the bilingual advocate for immigrant domestic violence victims.
- 4 Number of SANE centers or emergency rooms services provided by the bilingual advocate for immigrant domestic violence victims.

- 5 Number of court accompaniments with a immigrant domestic violence victim the bilingual advocate attended.
- 6 Number of advocacy calls received and phone contacts made by the bilingual advocate from immigrant domestic violence victims.
- 7 Number of immigrant domestic violence victims served and the type of service provided by the bilingual advocate at VIBS.

Objective #3

To increase outreach services to immigrant victims of domestic violence in Suffolk County by hiring a part-time domestic violence bilingual hotline worker at the Brighter Tomorrows agency.

Task #1 for Objective #3

To hire a part-time bilingual hotline worker at Brighter Tomorrows to respond to 80 hotline calls by domestic violence immigrant victims. Provide information and referrals to community resources and services. The hotline worker will also make any appropriate referrals to the four domestic violence agencies that are either geographically appropriate and/or service appropriate for the victim's specific needs.

Performance Measure

- 1 Document the hiring of the domestic violence bilingual advocate hotline worker at Brighter Tomorrows.
- 2 Number of domestic violence immigrant callers requesting assistance and the types of referrals offered.

Objective #4

To increase outreach services to immigrant victims of domestic violence in Eastern Suffolk County by hiring a domestic violence bilingual advocate at the Retreat.

Task #1 for Objective #4

To hire a full time domestic violence bilingual advocate at the Retreat to provide outreach in Eastern Suffolk County which will consist of contacting community leaders, professionals, educators, and others in communities with significant numbers of immigrants; specifically those of Hispanic descent. Provide victims of domestic violence or sexual assault with services from the advocate, including crisis intervention, information on their rights and options, safety assessments and safety planning, and accompanying victims to court to obtain orders of protection and for other court related matters. Advocate will also make any appropriate referrals to the four domestic violence agencies who are either geographically appropriate and/or service appropriate for the victim's specific needs.

Performance Measure

- 1 Document the hiring of the domestic violence bilingual advocate at the Retreat.
- 2 Number and type of services provided by the bilingual advocate at the Retreat.
- 3 Number of immigrant victims served and the type of service provided by the bilingual advocate.
- 4 Number of times the bilingual advocate at the Retreat accompanied a domestic violence victim to court to obtain an order of protection.

Objective #5

To increase the number of prosecutions for domestic violence and sexual assaults by hiring one full-time bilingual ADA to prosecute cases of violent crimes against immigrant women and/or non-English speaking non-immigrant women.

Task #1 for Objective #5

To hire a full-time bilingual ADA at the Suffolk County District Attorney's Office. The ADA will handle cases for immigrant women seeking the help of the legal system in prosecuting cases of domestic violence.

Performance Measure

- 1 Document the hiring of the bilingual ADA position at the Suffolk County District Attorney's office.
- 2 Number of cases handled by the bilingual ADA for immigrant women of domestic violence or sexual assault.

Objective #6

To improve communications between Deputy Sheriffs and non-English speaking immigrants while stimulating economic growth through purchasing equipment.

Task #1 for Objective #6

Purchase a multilingual speech to speech language translating device. The translator will enhance the ability to assist immigrant and non-English speaking victims of domestic violence and enforce orders of protection when serving offenders and or violators that do not speak English.

Performance Measure

- 1 Report on the date the translator device is purchased and the number and type of communications provided with the device.

Objective #7

To improve the ability of pre-screened and high-risk victims of domestic violence to alert the Suffolk County Police Department of imminent danger while stimulating economic growth through purchasing and installing equipment.

Task #1 for Objective #7

The Suffolk County Police Department will purchase an additional panic alarm and component parts, as well as creating panic alarm reception in an area where no reception presently exists by upgrading the existing antenna.

Performance Measure

- 1 Report on the dates the panic alarm with components and the antenna are purchased as well as the installation of the antenna.

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Project No.

Grantee Name

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Suffolk County

12/03/2009

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.

General Conditions

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 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.

Grantee agrees that funds will be used only for the purpose areas described in the "Grants to Combat Crimes Against Women" program authority. These funds are not intended to support services to women in the general population but to those who have been victims of violence. These funds may not be used for services to obtain divorces or legal separations. Funds may not be used for legal or defense services for perpetrators of violence against women. Funds may not be used for defense services for women arrested for criminal offenses.

Grantee agrees to collect and report data as required by the VAWA Measuring Effectiveness Initiative Project developed jointly by the Office on Violence Against Women and the Edmund S. Muskie School of Public Service. All data will be collected and reported on an annual (calendar year) basis.

Grantee agrees to submit one copy of all reports and publications resulting from this agreement to DCJS. Any publications must contain the following statement, in visible print, on the front cover of any document generated pursuant to a S.T.O.P. Violence Against Women Grant administered by DCJS:

This project was supported by a grant awarded by the Violence Against Women Grants Office, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

The Grantee agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. This includes, but is not limited to disclosure of victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. The grantee will maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations (e.g., Sections 136 and 372 of the Social Services Law, 18NYCRR357, and Attachment F-Sub-part 69-5 to Part 69 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York (10NYCRR)). Grantee must comport with the confidentiality and privacy rights and obligations created by any federal or state law, court rules or rules of professional conduct applicable to the work performed by the grantee. Any breach of confidentiality by the Grantee, its agents or representatives will be cause for the immediate termination of this Agreement.

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate. Law enforcement grantees are required on a monthly basis to submit a data extract file for the target jurisdiction to DCJS for crime mapping. Grantees may request a temporary waiver of the mapping requirement if this condition would prohibit the immediate implementation of this project. Information regarding the New York State Crime Mapping System can be made by calling the Customer Contact Center at 800-262-3257. 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. Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable. Grantee shall enroll as applicable in the ePagesNY Directory established and administered by DCJS. ePagesNY is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the ePagesNY Directory can be obtained by calling the DCJS Customer Contact Center at 800-262-3257. Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld. UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Sexual Assault Examiner Program grantees agree to abide by the NYS Public Health law and the NYS Department of Health Adult Sexual Offense Evidence Collection Protocol. Grantee agrees that staff will be properly trained and performing complete exams. Grantee agrees that the rape crisis counselors will be certified for the confidentiality privilege. Grantee agrees to develop case tracking of SAE cases with the District Attorneys Office and report conviction rates of SAE vs. non-SAE sexual assault cases to DCJS. Grantee agrees that funds provided in this grant will only be used for adult (age 16 and over) forensic examination fees and program support.

The Grantee agrees to enter into a subcontract regarding compliance with the terms of this agreement with any agency who has expenses being paid by this grant award and itemized in Appendix B-Budget.

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.

New York State has received a match waiver from the Federal Office on Violence Against Women. No match is required for grantees receiving FFY 2009 Violence Against Women Recovery Act funds.

FFY 2009 S.T.O.P. VAWA Recovery Act expenditures must be made by April 30, 2011. Any extension beyond this time is contingent upon the Office on Violence Against Women approval of the State request for an award extension. Law enforcement, prosecution and court projects must sign the certification provided by NYS which states that they have consulted with tribal, territorial, State, or local victim service programs during the course of development their projects.

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.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

RECOVERY ACT SPECIAL CONDITIONS

Reporting and Registration Requirements under Section 1512 of the Recovery Act

The Grantee is required to report the information described in Section 1512 of the Recovery Act using a form prescribed by DCJS. The form will collect the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282). The data provided will be used by DCJS to complete its reporting obligations under Section 1512 of the Recovery Act. The reports are due no later than 5 calendar days after each calendar quarter in which the Grantee receives Recovery Act funding. Information from these reports will be made available to the public. The Grantee will report:

- the total amount of recovery funds received;
- the amount of recovery funds received that were expended or obligated to projects or activities;
- a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
 - the name of the project or activity
 - a description of the project or activity
 - an evaluation of the completion status of the project or activity
 - an estimate of the number of jobs created and the number of jobs retained by the project or activity -a description of the project or activity; and
 - detailed information on any subawards or vendors retained by the Grantee.

Grantees must obtain and provide to DCJS a Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com). Grantees must also obtain and maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds.

Separate Tracking and Reporting of Recovery Act Funds and Outcomes

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds (including DOJ grant funds from non-Recovery Act grants awarded for the same or similar purposes or programs). Recovery Act funds may be used in conjunction with other funding as necessary, but tracking and reporting of Recovery Act funds must be separate. The accounting systems of all Grantees must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source.

The Grantee will ensure that all personnel whose activities are to be charged to a Recovery Act grant will maintain timesheets to document hours worked for activities related to the grant as well as non-grant related activities.

Grantees must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

Access to Records; Interviews

The Grantee understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)) and DCJS, and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any contractor or subcontractor. The Grantee also understands and agrees that DOJ, DCJS, and the GAO are authorized to interview any officer or employee of the Grantee (or of any contractor or subcontractor) regarding transactions related to this Recovery Act award.

One-time Funding

The Grantee understands that awards under the Recovery Act will be one-time awards and accordingly that its project activities and deliverables are to be accomplished without additional DCJS or DOJ funding.

Award Contract

Misuse of award funds

The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Additional Requirements and Guidance

The Grantee agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.

The Grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by DCJS. Compliance with these requirements will be monitored by DCJS.

The Grantee is required to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Grantee is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix ARRA- in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SFSAC. This information is needed to allow DCJS to properly monitor Grantee expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

Notwithstanding the provisions of paragraph I(D) of the Agreement, any change in scope (Appendix D) is subject to the approval of the Office of the State Comptroller.

Award Contract

VAWA Recovery

Project No.

Grantee Name

VR09-1117-E00

Suffolk County

12/03/2009

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

Award Contract

VAWA Recovery

Project No.

Grantee Name

VR09-1117-E00

Suffolk County

12/03/2009

APPENDIX E (American Recovery and Reinvestment Act of 2009 Additional Terms and Conditions)

Posting Job Listings on the New York State Job Exchange (Rider A)

All CONTRACTS funded under the American Recovery and Reinvestment Act of 2009 (ARRA) must post all related jobs through the Department of Labor Job Exchange which is a free service that allow public access. There are four ways that the Grantee can post jobs on the Exchange website.

Option 1:

Award Contract

The preferred approach is for the company to initially register through the New York State Department of Labor's Job Exchange <http://www.labor.state.ny.us> website for an employer account. This service allows the employer to directly manage their job orders status throughout the recruitment process. Approval for access is received within 3 business days which allows the employer to then list their job orders. The job orders are open to the public on this website and the job orders also roll over into the Department of Labor's One Stop Operating System (OSOS) for local One-Stop service.

Option 2:

The employer can complete a job order form and fax it to either of the following as appropriate. For jobs that are located in New York City the employer can use the NYC Fast Fax form http://www.labor.state.ny.us/formsdocs/does/ES515_584.pdf and fax it to (718) 780-9458. Regarding jobs that are located outside of New York City, the employer can use the NYS Fast Fax Form <http://www.labor.state.ny.us/formsdocs/does/es515.pdf> and fax to (518) 485-1333.

Option 3:

The employer can e-mail specifics of their job orders by using a fillable NYS Job Order Form <http://www.labor.state.ny.us/businessservices/PDFs/FastFax%20Electronic.rtf>. If the jobs are located in New York City, the employer would send the completed form to DoES_LO584@labor.state.ny.us address. If the jobs are located outside of New York City the employer would send the completed form to the nysjobbank.does@labor.state.ny.us address.

Option 4:

The employer can speak with a representative concerning the placement of a job order. If the jobs are located in New York City, the employer should call (718) 780-9499. If the jobs are located outside of New York City the employer should call 1-888-4-NYSDOL.

RIDER A

American Recovery & Reinvestment Act of 2009, Grantee Obligations

1. Since this agreement contains ARRA stimulus funds, the Grantee will post any jobs that it creates or seeks to fill as a result of the stimulus funding. Grantees will post through the New York State Department of Labor at <http://labor.state.ny.us> notwithstanding any other posting they might make. Any advertisements posted by the Grantee for positions pursuant to this contract must indicate that the position is funded with stimulus funds. The department may waive the requirements of this section at its discretion.
2. The Grantee will maintain detailed records of their expenditure of 2009 Stimulus Funds in connection with this agreement and submit reports as requested by the State of New York. The State of New York as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by federal agency inspectors. Additional reports may be required under this agreement.
3. The GRANTEE is also responsible for holding all sub grantees to the above reporting requirements.

4. CONTRACT Funding

- a. ARRA Funds 100%
- b. State Funds 0%
- c. Other Fund Dollars 0%

CONTRACT Total

Certified by - on