

Amended Copy 6.22.2010

Intro Res. No. 1712-2010

Laid on Table 6/22/2010

Introduced by Presiding Officer, on request of the County Executive and Legislator Losquadro

**RESOLUTION NO. -2010, ADOPTING LOCAL LAW
NO. -2010, A LOCAL LAW ELECTING A RETIREMENT
INCENTIVE PROGRAM AS AUTHORIZED BY PART A OF
CHAPTER 105, LAWS OF 2010 FOR THE ELIGIBLE
EMPLOYEES OF THE COUNTY OF SUFFOLK**

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on June 22, 2010, a proposed Local Law entitled "**A LOCAL LAW ELECTING A RETIREMENT INCENTIVE PROGRAM AS AUTHORIZED BY PART A OF CHAPTER 105, LAWS OF 2010 FOR THE ELIGIBLE EMPLOYEES OF 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 ELECTING A RETIREMENT INCENTIVE PROGRAM
AS AUTHORIZED BY PART A OF CHAPTER 105, LAWS OF 2010 FOR
THE ELIGIBLE EMPLOYEES OF 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 2010 Part A Retirement Incentive Program (Chapter 105, Laws of 2010) has recently been adopted by the State of New York, as a temporary program for certain members of the New York State and Local Employees Retirement System.

The Legislature further finds and determines that Part A is a targeted incentive for eligible titles which must be offered to members of the employees retirement system on or before August 31, 2010. The Part A incentive provides eligible employees with one (1) additional month of service credit for each year of service credit as of the date of retirement with a maximum amount of additional service credit of three (3) years.

The Legislature further finds and determines that retirement incentive provided by this local law is designed to achieve cost savings for the County and to minimize layoffs of public employees in this time of fiscal need and will result in a reduction of the overall workforce.

Therefore, the purpose of this law is to enact targeted incentive Part A as provided for in Chapter 105 of the Laws of 2010 of the State of New York.

Section 2. Requirements.

- A.) The County hereby elects to provide all of its eligible employees with a Retirement Incentive Program authorized by Part A of Chapter 105, Laws of 2010.
- B.) The commencement date of the Retirement Incentive Program shall be July 6, 2010.
- C.) The open period during which eligible employees may retire and receive the additional retirement benefits, shall end on August 31, 2010.
- D.) The actuarial present value of the additional retirement benefits payable pursuant to the provisions of this local law shall be paid as one (1) lump sum, or in five (5) annual installments. The amount of annual payment shall be determined by the actuary of the New York State and Local Employees Retirement System, and it shall be paid by the County for each employee who receives the benefit payable under this local law.
- E.) The County shall not be required to eliminate the positions of eligible employees in eligible titles receiving the retirement incentive authorized by Part A of Chapter 105, Laws of 2010 so long as the County achieves compensation savings whereby the total amount of base salary paid for the two-year period subsequent to the effective date of retirement of the eligible employees to new hires who otherwise would not have been hired by the County after the effective date of this law but for the retirement incentive, is at least eighty percent of the total amount of base salary that would have been paid to eligible employees from their date of retirement for such two-year period.

Section 3. Eligible Employees.

For purposes of this law, eligible employees shall be all full time employees, other than (1) those employees in the job titles within the Departments listed in the attached Exhibit 1, incorporated herein by reference as if fully set forth at length, and (2) those employees, other than employees in the Department of Health Services and the Department of Social Services, whose salary is at least 50% funded with federal and/or state aid.

Section 4. Applicability.

This law shall apply to all eligible employees duly electing to participate in the Retirement Incentive Program authorized by Part A of Chapter 105, Laws of 2010.

Section 5. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies,

procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

Section 6. Severability.

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

Section 7. Effective Date.

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

EXHIBIT 1

Department Name	Job Title
Board of Elections	COMMISSIONER OF ELECTIONS
Civil Service	COUNTY PERSONNEL OFFICER
Consumer Affairs	ACCOUNT CLERK ACCOUNT CLERK/TYPIST ASST DIR OF WGHTS & MSRS CLERK TYPIST CNSMR AFF INVST I-HME IMP CNSMR AFF INVST I-PLMBING CNSMR AFRS INVEST II-ELEC CNSMR AFRS INVEST II-HOME COMM OF CONSUMER AFFAIRS CON AFF INV II HM APP REP DIR COMPLNT INVEST & INFO NEIGHBORHOOD AIDE OCC LICENSE SPECIALST III SECRETARIAL ASSISTANT SENIOR CLERK SENIOR CLERK TYPIST SR WEIGHTS & MEASURE INSP WEIGHTS & MEASURES INSP
District Attorney	ASST SPECIAL INVESTIGATOR DETECTIVE INVESTIGATOR DISTRICT ATTORNEY INVESTIGATOR PR DETECTIVE INVESTIGATOR SENIOR DETECTIVE INVESTIGATOR SPECIAL INVESTIGATOR
Economic Development	COMM OF ECON DEV&WRKFRCE HSING
Environment & Energy	COMM OF ENVIRONMENT & ENERGY
Fire, Rescue & Emergency	COMM FIRE, RES & EMER SVC EMERG SVCS DISPATCHER I EMERG SVCS DISPATCHER II EMERG SVCS DISPATCHER III
Health Services	COMM OF HEALTH SERVICES

EXHIBIT 1

Department Name	Job Title
Health - John J. Foley Nursing Home	ACCOUNT CLERK
	ACCOUNT CLERK/TYPIST
	ADULT DAY HEALTH CARE PROG DIR
	ASSISTANT COOK
	ASSISTANT HOUSEKEEPER
	ASST FOOD SERVICE SUPVR
	CLINICAL NURSE PRACTITIONER
	COOK
	CUSTODIAL WORKER I
	CUSTODIAL WORKER II
	CUSTODIAL WORKER III
	DENTAL HYGIENIST
	DIETETIC SERVICE SPVR
	DIETETIC TECHNICIAN
	DIETICIAN
	FINANCIAL DIRECTOR (NURSG HOM)
	FOOD SERVICE WORKER
	FOOD SERVICE WORKER II
	HEALTH PROGRAM ANALYST I
	HEALTH PROGRAM ANALYST II
	HOUSEKEEPER
	LAUNDRY WORKER
	LICENSED PRACTICAL NURSE
	MAINTENANCE MECHANIC I
	MAINTENANCE MECHANIC II
	MAINTENANCE MECHANIC III
	MAINTENANCE MECHANIC IV
	MED SOCIAL WORKER ASST
	MEDICAL PROGRAM ADMIN
	MEDICAL RECORDS CLERK
	MEDICAL SOCIAL WORKER
	MEDICAL SOCIAL WORKER II
	NEEDLE TRADES SPECIALIST
	NURSES' AIDE
	NURSING CARE DIRECTOR
	OCCUPATIONAL THERAPIST
	OCCUPATIONAL THERAPY AIDE
	OFFICE SYSTEMS ANALYST I
	PHYSICAL THERAPIST
	PHYSICAL THERAPIST ASST
	PHYSICIAN II
	PRIN FINANCIAL ANALYST
	PRINCIPAL CLERK
	RECREATION INSTRUCTOR
	REG NURSE SUPVR-NRSNG HME
	REGISTERED NURSE
	SENIOR ACCOUNT CLERK
	SENIOR ACCOUNT CLERK TYPIST
	SENIOR CLERK TYPIST
	SENIOR COOK
	THERAPEUTIC ACTIVITIES SP
	THERAPEUTIC ACTIVITIES WORKER
	WAREHOUSE WORKER II

EXHIBIT 1

Department Name	Job Title
Information Technology Serv.	COMM OF INFORMATION TECHNOLOGY
Law	COUNTY ATTORNEY
Parks	COMM OF PARKS, REC & CONS PARK POLICE OFFICER I PARK POLICE OFFICER II PARK POLICE OFFICER III
Planning	PLANNING DIRECTOR
Police	ACCOUNT CLERK ACCOUNT CLERK/TYPIST ADMINISTRATOR I ADMINISTRATOR II ADMINISTRATOR III APPLICANT INVESTIGATOR ASSIST MICROGRAPHICS MGR ASST TO COMM (POLICE) AUDIO-VISUAL PROD SPCLST AUDIO-VISUAL PRODUCTION MGR BUDGET ANALYST BUDGET TECHNICIAN CLERK CLERK TYPIST CLERK TYPIST (SPAN SPEAK) COMMISSIONER OF POLICE COMMUNICATIONS ANALYST II COMMUNICATIONS MECH II COMMUNICATIONS MECHANIC COMMUNICATIONS TECH I COMMUNICATIONS TECH II COMMUNICATIONS TECH III COMMUNITY SERVICE AIDE COMPUTER OPERATOR I COMPUTER OPERATOR II COMPUTER OPERATOR III COMPUTER OPERATOR IV COMPUTER PROGRAMMER COORDINATOR OF EMERG MED SVCS COURIER DATA BASE MANAGER DATA ENTRY OPERATOR DATA PROCESS OPER COORD DEP COMMISSIONER OF POLICE DETENTION ATTENDANT DIR OF INFORMATION MNGMNT EMERG COMPLAINT OPER (SP SPK) EMERGENCY COMPLAINT OPER EMERGENCY MED SVCS OFFICR EVIDENCE CONTROL CLERK EVIDENCE CONTROL CLERK III EVIDENCE CONTROL CLK II EVIDENCE RECOVERY TOW OPERATOR EVIDENCE SPECIALIST EVIDENCE SPECIALIST TRAINEE FINGERPRINT ANALYST

EXHIBIT 1

Department Name	Job Title
Police (cont.)	FLEET SERVICE MANAGER
	FORENSIC GRAPHICS TECHNICIAN
	FORMS ANALYST
	GRANTS TECHNICIAN
	HEAD CLERK
	HELICOPTER MECHANIC
	INFORMATION SERVICES PROJ MGR
	INSTRUCTIONAL MATERIALS MGR
	MAINTENANCE MECHANIC I
	MAINTENANCE MECHANIC II
	MAINTENANCE MECHANIC III
	MAINTENANCE MECHANIC IV
	MAINTENANCE MECHANIC V
	MANAGEMENT ANALYST
	MARINE MECHANIC
	MATERIEL CONTROL CLERK I
	MATERIEL CONTROL CLERK II
	MATERIEL CONTROL CLERK II
	MATERIEL CONTROL CLERK IV
	MICROGRAPHICS TECHNICIAN
	NEIGHBORHOOD AIDE
	OFFICE SYSTEMS ANALYST I
	OFFICE SYSTEMS ANALYST II
	OFFICE SYSTEMS ANALYST III
	OFFICE SYSTEMS TECHNICIAN
	PARALEGAL ASSISTANT
	PAYROLL SUPERVISOR
	PHOTOGRAPHIC PLANT MANAGER
	PHYSICIAN III
	POLICE OPERATION AIDE
	PR PROGRAMMER ANALYST
	PRIN MANAGEMENT ANALYST
	PRIN RESEARCH ANALYST
	PRINCIPAL CLERK
	PRINCIPAL PGRM EXAMINER
	PRINCIPAL STENOGRAPHER
	PROGRAMMER ANALYST
	PSYCHIATRIC SOC WKR-ALCHL
	PUBL RELATIONS SPECIALIST
	PUBLIC RELATIONS ASST
	PUBLIC SFTY DISPATCHER I
	PUBLIC SFTY DISPATCHER II
	PURCHASING TECHNICIAN
	RADIO SHOP SUPERVISOR
	RESEARCH ANALYST
	RESEARCH TECHNICIAN
	SCHOOL CROSSING GUARD
	SECRETARIAL ASSISTANT
	SENIOR ACCOUNT CLERK
	SENIOR ACCOUNT CLERK TYPIST
	SENIOR ACCOUNTANT
	SENIOR BUDGET ANALYST
	SENIOR CLERK

EXHIBIT 1

Department Name	Job Title
Police (cont.)	SENIOR CLERK TYPIST SENIOR POLICE OPERATIONS AIDE SENIOR PURCHASING AGENT SENIOR RESEARCH ANALYST SENIOR STENOGRAPHER SR COMPUTER PROGRAMMER SR DATA ENTRY OPERATOR SR EVIDENCE SPECIALIST SR GRANTS ANALYST SR PHOTOGRAPHIC TECH SR PROGRAMMER ANALYST SR PSYCHIATRIC SOC WORKER STENOGRAPHER SWITCHBOARD OPERATOR SYSTEMS ANAL SUPVR(C-J) TAILOR TELEVISION TECHNICIAN WAREHOUSE WORKER II
Probation	DIRECTOR OF PROBATION PRIN PROBATION OFFICER PROBATION OFFICER PROBATION OFFICER (SP SPKG) PROBATION OFFICER TRAINEE PROBTN OFCR TRNEE(SP SPK) PROGRAM COORDINATOR-PROB OFFCR SENIOR PROBATION OFFICER SUPVSNGB PROBATION OFFICER
Public Administration	PUBLIC ADMINISTRATOR
Public Works	COMM OF PUBLIC WORKS
Real Property	DIR OF REAL PROP TAX SRVC
Social Services	COMM OF SOCIAL SERVICES
Child Protective Services Unit	CASEWORKER
Child Protective Services Unit	CASEWORKER (SPANISH SPKG)
Child Protective Services Unit	SENIOR CASEWORKER
Soil & Water	DIST MGR (SOIL & WATER)
Sheriff	CORR OFFICER I (INVEST) CORR OFFICER II (INVEST) CORR OFFICER III (INVEST) CORR OFFICER IV (INVEST) CORRECTION OFFICER I CORRECTION OFFICER II CORRECTION OFFICER III CORRECTION OFFICER IV DEPUTY SHERIFF I DEPUTY SHERIFF I (INVEST) DEPUTY SHERIFF II DEPUTY SHERIFF III DEPUTY SHERIFF IV DEPUTY WARDEN DPTY SHERIFF II (INVEST) WARDEN

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)

DATE: JUNE 18, 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. 1712-2010; A LOCAL LAW ELECTING A RETIREMENT INCENTIVE PROGRAM AS AUTHORIZED BY PART A OF CHAPTER 105, LAWS OF 2010 FOR THE ELIGIBLE EMPLOYEES OF THE COUNTY OF SUFFOLK

SPONSOR: PRESIDING OFFICER ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 6/18/10 PUBLIC HEARING: 6/22/10
DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

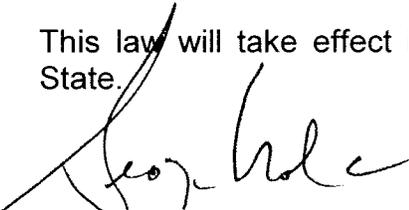
By enacting the proposed local law, the County would elect to offer certain County employees a retirement incentive, as authorized by the New York State Legislature (Chapter 105, Laws of 2010).

Specifically, under the proposed law the County elects the "Part A" retirement incentive, which will provide additional service credit (1/12th of a year for each year of service up to a maximum of three (3) years of service) to eligible employees.

Pursuant to the authorized state legislation, an employee must have attained age 50 with at least ten years of service to be eligible to participate in the incentive program. The proposed law also includes an exhibit which details those employees, by job title, who will not be eligible to participate in the retirement incentive program.

The retirement incentive program will commence on July 6, 2010 and remain open through August 31, 2010.

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


GEORGE NOLAN
Counsel to the Legislature

GN:tm

s:\rule28\28-retirement incentive

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

1711

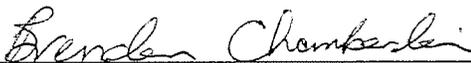
WHEREAS, INTRODUCTORY RESOLUTION NO. - 2010

**RESOLUTION NO. -2010, ACCEPTING AND
APPROPRIATING A GRANT IN THE AMOUNT OF
\$50,000 IN FEDERAL PASS-THROUGH FUNDS
FROM THE NEW YORK STATE DIVISION OF
CRIMINAL JUSTICE SERVICES FOR THE
SUFFOLK COUNTY POLICE DEPARTMENT'S
TARGETED ENTERPRISE INITIATIVE (TEI)
GRANT PROGRAM WITH 83.37% SUPPORT.**

**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 PROJECT WILL
ALLOW THE SUFFOLK COUNTY POLICE DEPARTMENT TO IMPLEMENT AN
INTELLIGENCE DRIVEN PROJECT TO COMBAT STREET GANG RELATED
CRIME IN SUFFOLK COUNTY THROUGH INVESTIGATION AND TARGETED
ENFORCEMENT.**

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



BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

Intro. Reso. No. 1711-10
Introduced by the Presiding Officer on request of the County Executive

Laid on Table

6/22/10

RESOLUTION NO. -2010, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$50,000 IN FEDERAL PASS-THROUGH FUNDS FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S TARGETED ENTERPRISE INITIATIVE (TEI) GRANT PROGRAM WITH 83.37% SUPPORT.

WHEREAS, the New York State Division of Criminal Justice Services has made \$50,000 in Federal pass-through monies from the Byrne Justice Assistance Grant Program available to Suffolk County to implement a project to reduce street gang related crime in Suffolk County; and

WHEREAS, said project will utilize an intelligence driven approach of investigation and targeted enforcement; and

WHEREAS, the operational period of the Program will be from April 1, 2010 through December 31, 2010; and

WHEREAS, said grant funds have not been included in the 2010 Suffolk County Operating Budget; now, therefore, be it

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

REVENUES:

115-4384-Federal Aid: Targeted Enterprise Initiative (TEI)

AMOUNT

\$50,000

ORGANIZATIONS:

Police Department (POL)
Targeted Enterprise Initiative (TEI)
115-POL-3211

1000 – Personal Services

1120 – Overtime Salaries

\$50,000

50,000

and be it further

2nd RESOLVED, that the non-reimbursable fringe benefit costs of approximately \$9,975 associated with the overtime salaries for this grant are included in the 2010 Suffolk County Operating Budget; and be it further

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

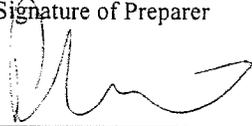
DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$50,000 IN FEDERAL PASS-THROUGH FUNDS FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S TARGETED ENTERPRISE INITIATIVE (TEI) GRANT PROGRAM WITH 83.37% SUPPORT		
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)		
<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		
The resolution provides \$50,000. Fringe benefits of approximately \$9,975 are included in the 2010 budget.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between April 1, 2010 and December 31, 2010.		
8. Proposed Source of Funding		
New York State Division of Criminal Justice – Fed pass through funds		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		6-17-10

**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.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE June 11, 2010
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

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

I. BACKGROUND INFORMATION

- Grant Title **Targeted Enterprise Initiative (TEI)**
- Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Public Law 111-8, Omnibus Appropriations Act, 2009; federal pass-through funding administered by the New York State Division of Criminal Justice Services.
- Grant/Contract Status (Check One Box)
A. New Program Application
B. Renewal Application
C. Supplemental (Specify) _____
D. Extension of Funding Period
E. Contract
- General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
The project will allow the Suffolk County Police Department to implement an intelligence driven project to combat street gang related crime in Suffolk County through investigation and targeted enforcement..
- County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.) Probation, District Attorney, Corrections

II. BUDGET INFORMATION

1. Term of Contract From: 4/1/10 To: 12/31/10

2. Financial Assistance Requested

SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRDFUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$50,000	83.67%	\$	%	\$	%
State	\$	%	\$	%	\$	%
Private	\$	%	\$	%	\$	%
County	\$9,975	16.63%	\$	%	\$	%
Total	\$59,975	100%	\$	%	\$	%

3. Explanation of Requested County Financial Assistance			
<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE:	\$9,975	\$0	\$9,975
A. Cash Contribution	\$	\$	\$
B. In-Kind Contribution	\$	\$	\$
4. Total Number of New Positions Requested 0		5. Can This Program Be Refunded by the Proposed Non-County Sources?	
		X	YES NO
6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)			
Some additional indirect costs resulting from administrative oversight may be incurred.			
7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?			
In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Department.			
8. Attach a List of Potential Subcontractors. If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).			
<i>III. COUNTY EXECUTIVE'S OFFICE REVIEW</i>			
1. Intergovernmental Relations Division Review:	Approved	2. Signature of Coordinator	3. Date
	Disapproved		
4. Comments			
5. Budget Office Review:	Approved	6. Signature of Budget Director	7. Date
	Disapproved		
8. Comments			

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2010

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	50,000 50,000			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2070 Cameras & Photographic 2090 Radio and Communication 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph 4210 Computer Services				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2010

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4770 Special Services				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Benefit Fund Contribution		9,975 9,250 725		These costs not eligible for reimbursement.
OTHER (List Source & Brief Explanation)				

I certify that the above in-kind contribution are not currently being used to support other grants

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES			Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %	
				GRANTOR	IN-KIND
Various Police Officers on Overtime	6	87.78/hr OT	To be determined	100%	
Sergeant		93.39/hr OT	To be determined	100%	
Lieutenant		103.97/hr OT	To be determined	100%	
D/Sergeant		98.07/hr OT	To be determined	100%	
D/Lieutenant		109.17/hr OT	To be determined	100%	

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
Resolution X Local Law Charter Law
-
2. Title of Proposed Resolution

Accepting and appropriating a grant in the amount of \$50,000 in federal pass-through funds from the New York State Division of Criminal Justice Services for the Suffolk County Police Department's Targeted Enterprise Initiative Grant Program with 83.37% support.
-
3. Purpose of Proposed Legislation
To accept \$50,000 from the New York State Division of Criminal Justice Services to allow the Suffolk County Police Department to implement an intelligence driven project to combat street gang related crime in Suffolk County through investigation and targeted enforcement.
-
4. Will the Proposed Legislation have a fiscal impact? Yes No X
-
5. If the answer to Item 4 is "Yes," on what will it impact?
(Circle appropriate category)*
- | | | |
|------------------|-----------------|------------------|
| County | Town | Economic Impact |
| Village | School District | Other (specify): |
| Library District | Fire District: | |
-
6. If answer to Item 5 is "Yes," provide detailed explanation of impact:
Non reimbursable fringe benefits costs of approximately \$9,975 will be incurred on overtime salaries.
-
7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision: None, unless the project receives additional funding in subsequent years
-
8. Proposed Source of Funding

New York State Division of Criminal Justice Services Federal Pass-through Byrne/JAG program funding.
-
9. Timing of Impact
Immediate
-
10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date
Sarah Furey
Sr. Grants Analyst *Sarah Furey* June 14, 2010
-
- SCIN FORM NO. 175b (10/95)

Byrne Justice Assistance Grant (JAG) Award
Grant Award Information Sheet

Grantee: Suffolk, City of
Implementing Agency: Suffolk Court Police Department
GMS Project ID Number: BJ10-1021-D00
DCJS #: BJ09632173
Award Amount: \$50,000

Project Description: To support the Targeted Enterprise Initiative.

**Important JAG regulations to remember when
completing your application budget:**

- ◆ JAG funds cannot supplant existing expenses.

DCJS Contact: Mary Ann Dudla
NYS Division of Criminal Justice Services
Office of Program Development and Funding
4 Tower Place
Albany, NY 12203-3762
(518) 485-9607
Fax: (518) 457-1186

Federal Award Identification Information

Federal Fiscal Year of Funds: 2009

Catalog of Federal Domestic Assistance (CFDA) Title: Byrne Justice Assistance Grant (JAG)

CFDA Number: 16.738

Federal Agency: U.S. Department of Justice, Bureau of Justice Assistance

<p>STATE AGENCY NYS Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p>NYS COMPTROLLER'S NUMBER: T632173 (Contract Number) ORIGINATING AGENCY CODE: 01490 - NYS Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788</p>	<p>TYPE OF PROGRAMS: Byrne JAG DCJS NUMBERS: BJ09632173</p>
<p>FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000</p>	<p>INITIAL CONTRACT PERIOD: FROM 04/01/2010 TO 12/31/2010 FUNDING AMOUNT FROM INITIAL PERIOD: \$50,000.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contacts <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 type="checkbox"/> Other (identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Mr. Ed Dumas . Chief Deputy County Executive for Policy and Communications Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Byrne JAG

Project No.

BJ10-1021-D00

Grantee Name

Suffolk County

06/09/2010

AGREEMENT

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

I. Conditions of Agreement

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

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

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

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

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

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

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

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

II. Payment and Reporting

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

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

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

III. Terminations

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

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

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

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt

requested. The termination shall be effective in accordance with the terms of the notice.

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

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

IV. Indemnification

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

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

V. Property

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

VI Safeguards for Services and Confidentiality

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

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

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

Certified by - on

Award Contract

Byrne JAG

Project No.**Grantee Name**

BJ10-1021-D00

Suffolk County

06/09/2010

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

Byrne JAG

Project No.**Grantee Name**

BJ10-1021-D00

Suffolk County

06/09/2010

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.

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

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

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

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

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

A. For State funded grants:

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

B. For Federally funded grants:

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

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

The most current version of these Federal OMB Circulars may be viewed on-line at: 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 approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract 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 approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. 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 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.

VER:05/05/10

Certified by - on

Award Contract

Byrne JAG

Project No.

Grantee Name

BJ10-1021-D00

Suffolk County

06/09/2010

APPENDIX B - Budget Summary by Participant

Suffolk County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Supervisor OT (Sworn Officer) (approx 102 hrs @ \$98.44 per hour)	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
2	Detective OT (approx 338 hrs @ \$88.67 per hour)	1	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00
3	Police Officer OT (approx 114 hrs @ \$87.78 per hour)	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
Total				\$50,000.00	\$50,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$50,000.00	\$50,000.00	\$0.00

Suffolk County Police Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$50,000.00	\$50,000.00	\$0.00

Award Contract

Byrne JAG

Project No.

BJ10-1021-D00

Grantee Name

Suffolk County

06/09/2010

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 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 and 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.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER012510

Certified by - on

Award Contract

Byrne JAG

Project No.**Grantee Name**

BJ10-1021-D00

Suffolk County

06/09/2010

APPENDIX D - Work Plan**Goal**

To decrease the incidence of violent crime, criminal enterprises associated with street gangs, firearms related crime and narcotics trafficking within Suffolk County through the analysis of intelligence and targeted enforcement.

Objective #1

To develop a focused crime enforcement plan for targeted areas of the County, through the analysis of information by the Suffolk County Criminal Intelligence Section.

Task #1 for Objective #1

The Suffolk County Criminal Intelligence Section will produce detailed target area profiles where criminal street gangs are most prevalent and/or where spiking of violent crimes are occurring.

Performance Measure

- 1 Report to DCJS some of the findings of the analysis conducted by the Crime Analyst and describe how the information provided by the Analyst is being used with regard to decision making and more effective deployment of resources.
- 2 Provide a sample of crime analysis products that are developed and distributed by the Crime Analyst with each quarterly report.

Objective #2

To decrease the incidence of firearm related crime through enhanced investigations and enforcement initiatives.

Task #1 for Objective #2

The grantee will designate personnel who will perform various investigative and enforcement operations in targeted areas.

Performance Measure

- 1 Personnel assigned (note: include rank, name, and duties).
- 2 Number of investigations initiated.
- 3 Number of investigations filed with SAFETNet.
- 4 Number of 'hits' resulting from SAFETNet submissions.
- 5 Number of misdemeanor arrests.
- 6 Number of felony arrests.
- 7 Number of confidential informants developed.
- 8 Number of warrants issued
- 9 Number of controlled illegal narcotics buys
- 10 Detailed breakdown of type and quantity of drugs seized
- 11 Estimated value of drugs seized.
- 12 Assets seized (vehicles, money, etc).
- 13 Number of guns recovered
- 14 Number of eligible gun arrest to Federal Prosecutors
- 15 Number of post debriefings conducted.

Task #2 for Objective #2

The grantee will provide a brief narrative regarding firearm related activity and investigative and enforcement operations as reflected by the performance measures in the Quarterly Progress Report.

Performance Measure

- 1 Include in the appropriate Quarterly Progress Report to DCJS a narrative summarizing the firearm related activity reflected in the Performance Measures. (Note: narrative should provide a descriptive "mental picture" of the activity.)

Objective #3

To enhance investigative efforts of narcotics and firearm related crimes by coordinating with local, state and federal law enforcement agencies.

Task #1 for Objective #3

The grantee will provide a brief narrative regarding collaborative efforts regarding this initiative.

Performance Measure

- 1 Include in the appropriate Quarterly Progress Report to DCJS a narrative summarizing current collaborative efforts regarding the initiative.

Objective #4

To fulfill the reporting requirements established by the Bureau of Justice Assistance (BJA), by providing information described in the measures below, through the Federal Byrne JAG Performance Measurement Tool (PMT) for each quarter of the contract year.

Task #1 for Objective #4

The grantee will complete the measures below by signing onto the Federal PMT utilizing the ID, password and instructions provided by DCJS and follow appropriate procedures to report data in that system.

Performance Measure

Personnel:

32. Number of new personnel hired with JAG funds Output
 - A. Number of NEW personnel hired with JAG funds during the reporting period (ONLY REPORT NEW PERSONNEL HIRED DURING THE QUARTER. THIS NUMBER WILL BE AGGREGATED ACROSS ALL REPORTING PERIODS).
 - B. Total number of new personnel hired with all OTHER (non-JAG) funding during the reporting period.
33. Indicate the type of NEW personnel hired with JAG funds Output
 - A. Law Enforcement Personnel
 - B. Prosecution and Court Personnel
 - C. Prevention and Education Personnel
 - D. Corrections and Community Corrections Personnel
 - E. Drug Treatment and Enforcement Personnel
 - F. Planning, Evaluation, and Technology Improvement Personnel
 - G. Crime Victim and Witness Personnel
- 1 34. Number of personnel retained with JAG funds Output
 - A. Number of personnel retained with JAG funds during the reporting period. (DOES NOT INCLUDE NEW PERSONNEL HIRED DURING THE CURRENT AND PREVIOUS REPORTING PERIODS).
 - B. Total number of existing personnel paid by all OTHER (non-JAG) sources during the reporting period.
35. Indicate the type of RETAINED personnel paid with JAG funds Output
 - A. Law Enforcement Personnel
 - B. Prosecution and Court Personnel
 - C. Prevention and Education Personnel
 - D. Corrections and Community Corrections Personnel
 - E. Drug Treatment and Enforcement Personnel
 - F. Planning, Evaluation, and Technology Improvement Personnel
 - G. Crime Victim and Witness Personnel
36. Number of overtime hours paid with JAG funds Output
 - A. Number of overtime hours paid with JAG funds during the reporting period. (REPORT HOURS OF OVERTIME PAID NOT

DOLLARS PAID).

B. Total number of hours of overtime paid by all OTHER (non-JAG) sources during the reporting period.

37. Percent of departments that report desired efficiency Outcome

A. Number of departments that report desired efficiency during the reporting period.

B. Total number of departments that used JAG funds to hire new personnel, maintain personnel or pay for overtime hours.

38. Percent of departments that report desired program quality Outcome

A. Number of departments that report desired program quality during the reporting period.

B. Total number of departments that used JAG funds to hire new personnel, maintain personnel or pay for overtime hours.

Task Force Activities:

66. Number of new investigations initiated Output

A. Total number of new investigations initiated.

67. Number of judicial search warrants served Output

A. Federal

B. State

68. Total number of individuals (including gang members) arrested based on task force activity during the reporting period.

Output

A. Number arrested for a felony.

B. Number arrested for a misdemeanor.

69. Total number of GANG MEMBERS ONLY arrested based on task force activity during the reporting period. Output

A. Number of GANG MEMBERS arrested for a felony.

B. Number of GANG MEMBERS arrested for a misdemeanor.

70. Total drug amounts seized in kilograms (KG) during the reporting period. Remember that 1000g = 1 kg. Answer should be provided in kg. Output

A. Heroin

B. Cocaine (powder)

C. Crack cocaine

D. Marijuana commercial grade

E. Marijuana hydroponic

F. Methamphetamine

G. Methamphetamine ice

H. Ecstasy (MDMA)

I. Other

71. Drug amounts, in kilograms (kg), seized in clandestine drug labs during the reporting period. Remember that 1000g = 1 kg. Answer should be reported in kg. Output

2 A. Heroin

B. Cocaine (powder)

C. Crack cocaine

D. Marijuana commercial grade

E. Marijuana hydroponic

F. Methamphetamine

G. Methamphetamine ice

H. Ecstasy (MDMA)

I. Other

72. Other Seizures Output

A. Number of indoor cannabis-growing operations seized.

B. Number of outdoor cannabis-growing operations seized.

C. Number of cultivated marijuana plants seized.

73. Number of firearms seized during the reporting period Output

A. Number of firearms seized

B. Number of firearms seized that were reported to NIBIN

C. Number of hits in NIBIN

74. Number of Federal forfeiture cases filed during the reporting period Output

A. Number of forfeiture cases filed

75. Value of assets forfeited under Federal cases during the reporting period. (Any funds reported only represent an estimate of dollars allocated or used for activities covered by this grant award.) Output

A. Real property forfeited

B. Cash forfeited

C. Other (vehicles, weapons, jewelry) forfeited

76. Number of State forfeiture cases filed during the reporting period Output

A. Number of forfeiture cases filed

77. Value of assets forfeited under State cases during the reporting period. (Any funds reported only represent an estimate of dollars allocated or used for activities covered by this grant award.) Output

- A. Real property forfeited
- B. Cash forfeited
- C. Other (vehicles, weapons, jewelry) forfeited

78. Number of defendants accepted for Federal prosecution during the reporting period Output

- A. Number accepted for Federal felony charges.
- B. Number accepted for Federal misdemeanor charges.

79. Number of defendants accepted for State prosecution during the reporting period Output

- A. Number accepted for State felony charges.
- B. Number accepted for State misdemeanor charges.

80. Number of gangs disrupted during the reporting period Output

- A. Number of disrupted drug trafficking or other street gang organizations
- B. Number of disrupted trafficking or other entrepreneurial gangs

81. Number of gangs dismantled during the reporting period Output

- A. Number of dismantled drug trafficking or other street gang organizations
- B. Number of dismantled trafficking or other entrepreneurial gangs

82. Number of drug trafficking organizations and money laundering organizations disrupted Output

- A. Number of drug trafficking organizations disrupted during the reporting period
- B. Number of money laundering organizations disrupted during the reporting period

83. Number of drug trafficking organizations and money laundering organizations dismantled Output

- A. Number of drug trafficking organizations dismantled during the reporting period
- B. Number of money laundering organizations dismantled during the reporting period

Outcomes for All Activity Areas:

84. Change in number of individuals arrested in a targeted group by crime type Outcome

- A. The number of individuals (by related crime) arrested during the quarter before the start of the award.
- B. Total number of individuals arrested (by related crime) during the reporting period.

C. Please select one:

- a. We expected number of individuals arrested to increase as a result of our efforts.
- b. We expected number of individuals arrested to decrease as a result of our efforts.
- c. We expected number of individuals arrested to remain stable (no change) as a result of our efforts.
- d. We had no expectations about changes in number of individuals arrested of crime as a result of our efforts.
- e. Not applicable for this reporting period.

85. Change in reported crime rates in a community by crime type Outcome

- A. Number of reported crimes (targeted by JAG funds) during the quarter before the start of the award.
- 3 B. Total number of reported crimes (targeted by JAG funds) during the period.

C. Please select one:

- a. We expected the crime rate to increase as a result of our efforts.
- b. We expected the crime rate to decrease as a result of our efforts.
- c. We expected the crime rate to remain stable (no change) as a result of our efforts.
- d. We had no expectations about the crime rate as a result of our efforts.
- e. Not applicable for this reporting period.

86. Type of crime Outcome

- A. Homicides
- B. Forcible Rapes
- C. Robberies
- D. Aggravated Assaults
- E. Other, please define.

Award Contract

Byrne JAG

Project No.**Grantee Name**

BJ10-1021-D00

Suffolk County

06/09/2010

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

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

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/crimreporting/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.

In addition to the submission of program progress reports as outlined in Appendix A-1, the Grantee will also provide information for the Byrne JAG State Annual Report (SAR). This information will be provided on a form prescribed by DCJS to be supplied to the Grantee prior to the due date of the report and the Grantee will provide the requested information for the prior July 1st through June 30th period.

No monies from this award or the accompanying match may be obligated to support the investigation, seizure, or closure of clandestine methamphetamine laboratories until such a time as DCJS has a mitigation plan in place which meets all applicable Federal, State and local laws and regulations and DCJS has the capability to ensure compliance and monitor activities.

FFY 2005 expenditures must be made by September 30, 2010.

FFY 2006 expenditures must be made by September 30, 2010.

FFY 2007 expenditures must be made by September 30, 2010.

FFY 2008 expenditures must be made by September 30, 2011.

FFY 2009 expenditures must be made by September 30, 2012. Any extension requests beyond these time frames is contingent upon BJA's approval of the State's request for an award extension.

COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

RICHARD DORMER
POLICE COMMISSIONER

POLICE DEPARTMENT

MEMORANDUM

To: Ken Crannell, Deputy County Executive
Suffolk County Executive's Office

From: Edward Webber, Chief
Support Services Division 

Date: June 14, 2010

Re: Resolution Packet for Targeted Enterprise Initiative ((TEI) Grant Program
NYS Division of Criminal Justice Services

Certificate of Necessity Requested

Attached please find the following for the Targeted Enterprise Initiative (TEI) Grant Program:

- o Grant Resolution
- o Grant SCIN Forms
- o Request for Introduction of Legislation
- o Financial Impact Statement
- o Copy of grant award letter from DCJS
- o Copy of grant contract

Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. Grant contract signature will be done on-line in the DCJS Grants Management System (GMS) upon passage and signature of the resolution.

Due to the fact that this project expires on December 31, 2010, we are requesting a Certificate of Necessity for the June 22nd meeting of the Legislature. We only received the contract from DCJS on June 9th. The State is anxious for us to begin this earmarked project, as is the Department, since the summer months often see an uptick in these types of crime.

If you have any questions concerning this resolution package please do not hesitate to contact Susan Krause, Grants Technician, at (631) 852-6601 or Sarah Furey, Senior Grants Analyst, at (631) 852-6042.

EW/sf

Attachments

CC: Christopher Kent, Chief Deputy County Executive

Don Fahey, Federal and State Aid Claims Coordinator

ACCREDITED LAW ENFORCEMENT AGENCY

www.joinscpd.com

30 YAPHANK AVENUE, YAPHANK, NEW YORK 11980 – (631) 852-6000



**RESOLUTION NO. – 2010, AUTHORIZING
TRANSFER OF FUNDS FROM THE TAX
STABILIZATION RESERVE FUND TO THE
GENERAL FUND**

WHEREAS, the local economy has not recovered from the effects of the recession, which has caused a significant reduction in the County's largest revenue sources to levels below that of prior years; and

WHEREAS, Suffolk County's economy traditionally lags six to nine months behind that of the national economy and to date the national economy has not yet fully recovered from the depths of the "great recession;" and

WHEREAS, updated estimates of the County's sales tax and real estate related revenues, including the continued projected reductions in the receipt of property taxes, will create a revenue shortfall in 2010; and

WHEREAS, the Suffolk County Executive's Budget Office and the Legislature's Office of Budget Review jointly addressed the Legislature on March 16, 2010 and agreed on the magnitude of the revenue shortfalls; and

WHEREAS, the County Tax Stabilization Reserve Fund (403) was established in 1997 and is authorized pursuant to Section 6-e of the General Municipal Law and County Resolution 1154-1997; and

WHEREAS, the Tax Stabilization Reserve Fund can be tapped for revenue during the 2010 fiscal year in the case of an "unanticipated expenditure;" and

WHEREAS, Section 6-e(1)(k) of the General Municipal Law provides that moneys in a tax stabilization reserve fund may be used to finance an unanticipated expenditure chargeable to the general fund portion of the annual budget; and

WHEREAS, an unanticipated expenditure means, in relevant part, an expenditure for a specific purpose for which there is no or insufficient appropriation or which will cause an appropriation to be insufficient that is necessitated by a change in state law which takes effect or occurs after final adoption of the annual budget and which could not have been reasonably anticipated prior to the final adoption of the annual budget; and

WHEREAS, the 2010 Part A Retirement Incentive Program (Chapter 105, Laws of 2010) has recently been adopted by the State of New York, as a temporary program for certain members of the New York State and Local Employees Retirement System, and must be offered to members of the employees retirement system on or before August 31, 2010; and

WHEREAS, the retirement incentive provided by this state law is designed to achieve cost savings for public employers and to minimize layoffs of public employees in this time of fiscal crisis; and

WHEREAS, the County anticipates that many eligible County employees will opt into this incentive program which will cost the County approximately \$10,000,000 in termination pay and additional retirement benefits; now, therefore be it

1st RESOLVED, that the adoption of this state law will result in an unanticipated expenditure for the County, as that term is defined under Section 6-e of the General Municipal Law, the adoption occurred after the final adoption of the 2010 annual budget, and such adoption could not have been reasonably anticipated prior to the final adoption of the 2010 annual budget; and be it further

2nd RESOLVED, that this unanticipated expenditure cannot, as a matter of law, be financed with amounts available in any other account or fund; and be it further

3rd RESOLVED, the County Treasurer and the County Comptroller are hereby authorized, directed and empowered to transfer up to \$10,000,000 from the Tax Stabilization Reserve Fund to the County's General Fund, an amount in accordance with the provisions of Section 6-e of the General Municipal Law, on the basis that the County will sustain an unanticipated expenditure; provided, however, that (1) the maximum amount of moneys in the Tax Stabilization Reserve Fund that may be used to finance the unanticipated expenditure shall equal the sum of the amount of the unanticipated expenditure and the amount appropriated for that purpose for the current fiscal year minus either the amount appropriated for that purpose for the current fiscal year or the actual expenditure for the same purpose in the most recent fiscal year for which an annual report has been filed with the state comptroller pursuant to Section 30 of the General Municipal Law, whichever is greater; and (2) the moneys in the Tax Stabilization Reserve Fund may be used only to finance that portion of the unanticipated expenditure which, as a matter of law, cannot be financed with amounts available in any other account or fund; and be it further

4th RESOLVED, that the County Comptroller and the County Treasurer be and they are hereby authorized to transfer up to \$10 million of the Tax Stabilization Reserve Fund to the General Fund as shown below:

EXPENSE:

403	IFT	E001	TRANSFER TO GENERAL FUND	\$10 MILLION
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REVENUE:

001	IFT	R403	TRANSFER FROM TAX STABILIZATION	\$10 MILLION
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and be it further

5th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/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 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 resolution.

DATED: , 2010

APPROVED BY

County Executive of Suffolk County

Date: