

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. 2053 - 2014**

**AMENDED COPY - INTRODUCTORY RESOLUTION NO. 2053  
- 2014, AUTHORIZING THE COUNTY COMPTROLLER AND  
THE COUNTY TREASURER TO TRANSFER FUNDS TO  
COVER UNANTICIPATED EXPENSES IN THE 2014  
ADOPTED DISCRETIONARY BUDGET**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY  
EXECUTIVE 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. 2053-2014, BECAUSE ADOPTION OF THIS  
LEGISLATION WILL ENSURE APPROPRIATIONS ARE AVAILABLE TO COVER  
ANY NECESSARY AND VITAL EXPENSES FOR THE REMAINDER OF 2014.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
2<sup>nd</sup> DAY OF DECEMBER, 2014.**

  
\_\_\_\_\_  
**JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE**

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

H. Lee Dennison Building  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788-0099  
(631) 853-4000

**Steven Bellone**  
SUFFOLK COUNTY EXECUTIVE

**MEMORANDUM**

**TO:** Timothy Laube, Clerk of the Legislature  
**FROM:** Tom Vaughn, Intergovernmental Relations Director  
**DATE:** December 2, 2014  
**RE:** AMENDED COPY - IR# 2053-2014, AUTHORIZING THE COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER UNANTICIPATED EXPENSES IN THE 2014 ADOPTED DISCRETIONARY BUDGET

Attached please find the **amended copy** for the above referenced resolution; it contains the following change:

- The resolution itself did not change.
- In Schedule A, the amount under Rental of Highway Equipment in Fund 105 was lowered from 475,000 to 190,000.

RECEIVED BY A. Pastore DATE 12/2/14 TIME 11:07

Attachment

**AMENDED COPY AS OF 12/02/14**

Intro. Res. No. 2053-2014

Laid on Table 11/18/2014

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2014, AUTHORIZING THE COUNTY  
COMPTROLLER AND THE COUNTY TREASURER TO  
TRANSFER FUNDS TO COVER UNANTICIPATED EXPENSES  
IN THE 2014 ADOPTED DISCRETIONARY BUDGET**

**WHEREAS**, the County Executive and the County Legislature have adopted and approved the 2015 Operating Budget; and

**WHEREAS**, certain departmental appropriations and sub-objects reflect shortages that will occur in accounts necessary for the payment of personal services and other departmental shortages; and

**WHEREAS**, there may be a need for internal transfers to be made within the Departments to cover other unanticipated expenses that have been included in the 2014 estimated column of the 2015 Adopted Budget; and

**WHEREAS**, said authorization and transfer of funds would assist the County Comptroller to close financial accounting records for 2014 expeditiously; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Comptroller and County Treasurer be and they are hereby authorized to transfer funds to cover unanticipated expenses for fiscal year 2014, reflected on Schedule "A"; and be it further

**2<sup>nd</sup>** **RESOLVED**, that the County Comptroller be and hereby is authorized to take whatever steps are necessary to properly reflect these expenses in accordance with generally accepted accounting principles; and be it further

**3<sup>rd</sup>** **RESOLVED**, that the County Comptroller, or his designee, in consultation with the County Executive's Budget Office and the Legislature's Budget Review Office is hereby authorized to execute transfers that are of a necessity to prevent accounts from lapsing into a negative balance during the close of fiscal year 2014; and be it further

**4<sup>th</sup>** **RESOLVED**, that the 2014 Operating Budget be and hereby is amended to transfer said funds on Schedule "A".

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date:

**2014 OPERATING BUDGET  
DISCRETIONARY TO DISCRETIONARY**

**AMENDED 12-2-2014  
SCHEDULE A PAGE 1 OF 2**

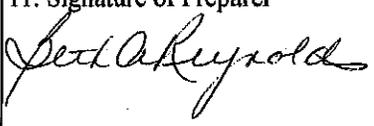
FUND	DEPT	UNIT	OBJ	ACTIVITY or REVENUE	BUDGET TYPE	DESCRIPTION	AMOUNT	INCREASE/ DECREASE
<b>FUND 001 - GENERAL FUND</b>								
001	DPW	1363	4410	0000	DE	Rent: Offices & Building	600,000	INCREASE
001	DPW	1492	1100	0000	DE	Permanent Salaries	200,000	INCREASE
001	DPW	1494	4020	0000	DE	Light, Power & Water	3,000,000	INCREASE
001	DPW	1495	3820	0000	DE	Helicopter Spraying	230,000	INCREASE
001	DPW	5631	4980	0000	DE	Non-Contract Agency	1,110,000	INCREASE
001	PKS	7110	1100	0000	DE	Permanent Salaries	700,000	INCREASE
001	PKS	7110	1080	0000	DE	Retro & Vacation Pay	636,676	INCREASE
001	PKS	7110	1120	0000	DE	Overtime Salaries	100,000	INCREASE
001	PKS	7110	3460	0000	DE	Bank Service Charges	30,000	INCREASE
001	HSV	4101	4980	0000	DE	Non-Contract Agency	3,149,172	INCREASE
001	HSV	4310	4980	AGW1	DE	Family Service League	41,943	INCREASE
001	HSV	4310	4980	AKT1	DE	Madonna Heights	13,005	INCREASE
001	HSV	4320	4980	ANL5	DE	Pederson-Krag Clinic Inc (98%)	80,688	INCREASE
001	HSV	4330	4980	APK1	DE	Sayville Proj Supprtv Case Mgt	370,812	INCREASE
001	HSV	4330	4980	APK2	DE	Sayville Proj Psychosoc/Drop	47,015	INCREASE
001	HSV	4330	4980	ASR1	DE	S.U.N.Y. Sayville	257,801	INCREASE
001	HSV	4330	4980	GBF1	DE	Mental Hlth Assoc S C Advoc	2,944	INCREASE
001	HSV	4330	4980	GGF1	DE	Pederson Krag Misc-Trip	12,646	INCREASE
001	HSV	4330	4980	GKQ1	DE	F.E.G.S. LI Trans/Med Mgt	9,849	INCREASE
001	HSV	4330	4980	GKR1	DE	LI Families Together	58	INCREASE
001	HSV	4330	4980	GNS1	DE	Clubhouse Of Suff Supp Case Mg	4,559	INCREASE
001	HSV	4330	4980	GPF1	DE	Hall Pre-Arrest Forensio Pgm	45	INCREASE
001	HSV	4330	4980	GPI1	DE	Fegs Of Li Act Team	7,492	INCREASE
001	HSV	4330	4980	GZB1	DE	Fegs Family Support	12,645	INCREASE
001	HSV	4330	4980	GZC1	DE	Fegs Support Case Management	49,283	INCREASE
001	HSV	4330	4980	HYP1	DE	SAYVILLE PROJECT ADULT HOME CASE MGT.	60,400	INCREASE
001	HSV	4330	4980	JAQ1	DE	FECS PROS COPAIGUE	106,552	INCREASE
001	HSV	4330	4980	JAR1	DE	FAMILY SERVICE LEAGUE PROS HUNTINGTON	108,089	INCREASE
001	HSV	4330	4980	JAS1	DE	FAMILY SERVICE LEAGUE PROS HAUPPAUGE	45,455	INCREASE
001	HSV	4330	4980	JAZ1	DE	PEDERSON KRAG PROS SMTHTOWN	5,015	INCREASE
001	HSV	4330	4980	JDC1	DE	FSL SHELTER-CLINIC CASE MANAGEMENT	12,327	INCREASE
001	HSV	4330	4980	JJA1	DE	PHOENIX HOUSE	22,805	INCREASE
001	HSV	4330	4980	JPE1	DE	Long Island Home Partial Hospitalization	18,118	INCREASE
001	HSV	4330	4980	JPF1	DE	MENTAL HEALTH ASSOCIATION	3,327	INCREASE
001	HSV	4330	4980	PKP1	DE	Pederson Krag Psychosoc/Drop	1,262	INCREASE
001	HSV	4618	4980	AVW1	DE	University Hospital	671,969	INCREASE
001	ACC	1315	1100	0000	DE	Permanent Salaries	100,000	DECREASE
001	BOE	1450	1100	0000	DE	Permanent Salaries	50,000	DECREASE
001	BOE	1450	1120	0000	DE	Overtime Salaries	200,000	DECREASE
001	BOE	1450	3040	0000	DE	Outside Printing	200,000	DECREASE
001	BOE	1450	4510	0000	DE	Elections Inspectors	300,000	DECREASE
001	CLK	1412	1100	0000	DE	Permanent Salaries	100,000	DECREASE
001	DIS	1165	1100	0000	DE	Permanent Salaries	500,000	DECREASE
001	DSS	6005	1100	0000	DE	Permanent Salaries	300,000	DECREASE
001	DSS	6005	1120	0000	DE	Overtime Salaries	50,000	DECREASE
001	DSS	6006	1100	0000	DE	Permanent Salaries	40,000	DECREASE
001	DSS	6008	1100	0000	DE	Permanent Salaries	200,000	DECREASE
001	DSS	6010	1120	0000	DE	Overtime Salaries	100,000	DECREASE
001	DSS	6010	1100	0000	DE	Permanent Salaries	950,000	DECREASE
001	DSS	6015	1100	0000	DE	Permanent Salaries	235,000	DECREASE

CONTINUED ON PAGE 2

FUND 001 - GENERAL FUND						CONTINUED FROM PAGE 1		
001	DSS	6015	1120	0000	DE	Overtime Salaries	375,000	DECREASE
001	DSS	6016	1100	0000	DE	Permanent Salaries	200,000	DECREASE
001	DSS	6016	1120	0000	DE	Overtime Salaries	50,000	DECREASE
001	DSS	6073	1120	0000	DE	Overtime Salaries	100,000	DECREASE
001	DSS	6073	1100	0000	DE	Permanent Salaries	250,000	DECREASE
001	DSS	6115	1100	0000	DE	Permanent Salaries	50,000	DECREASE
001	DSS	6170	4690	0000	DE	DSS: Daycare	2,000,000	DECREASE
001	EXE	1232	1100	0000	DE	Permanent Salaries	200,000	DECREASE
001	EXE	6777	3160	0000	DE	Computer Software	18,749	DECREASE
001	EXE	6777	4980	0000	DE	Contract Agencies: Aging	300,000	DECREASE
001	FIN	1325	1100	0000	DE	Permanent Salaries	100,000	DECREASE
001	HSV	4005	1100	0000	DE	Permanent Salaries	300,000	DECREASE
001	HSV	4102	1100	0000	DE	Permanent Salaries	365,000	DECREASE
001	HSV	4103	1100	0000	DE	Permanent Salaries	1,150,000	DECREASE
001	HSV	4321	1100	0000	DE	Permanent Salaries	102,000	DECREASE
001	HSV	4340	1100	0000	DE	Permanent Salaries	186,000	DECREASE
001	HSV	4400	1100	0000	DE	Permanent Salaries	215,197	DECREASE
001	HSV	4508	1100	0000	DE	Permanent Salaries	105,000	DECREASE
001	HSV	4618	4560	0000	DE	Permanent Salaries	140,000	DECREASE
001	LAB	6610	1100	0000	DE	Permanent Salaries	100,000	DECREASE
001	MED	4720	1100	0000	DE	Permanent Salaries	200,000	DECREASE
001	PRO	3140	1100	0000	DE	Permanent Salaries	1,140,000	DECREASE
001	PRO	3140	1100	0000	DE	Permanent Salaries	130,000	DECREASE
001	PRO	3184	4560	0000	DE	Fees for Services	130,000	DECREASE
001	PRO	3147	1100	0000	DE	Permanent Salaries	90,000	DECREASE
001	SHF	3110	1100	0000	DE	Permanent Salaries	200,000	DECREASE
001	SHF	3115	1100	0000	DE	Permanent Salaries	200,000	DECREASE
FUND 105 - COUNTY ROAD FUND								
001	DSS	6015	1100	0000	DE	Permanent Salaries	1,115,000	DECREASE
105	DPW	5142	1120	0000	DE	Overtime Salaries	475,000	INCREASE
105	DPW	5142	3270	0000	DE	Snow and Ice Removal Supplies	375,000	INCREASE
105	DPW	5142	3530	0000	DE	Rental of Highway Equipment	190,000	INCREASE
105	DPW	5142	8330	0000	DE	Social Security	75,000	INCREASE
<u>INTERFUND EXPENSE</u>								
001	IFT	E105	9600	0000	ODE	Transfer to Fund 105 - County Road Fund	1,115,000	INCREASE
<u>INTERFUND REVENUE</u>								
105	IFT	E105	REV: R001			Transfer to Fund 105 - County Road Fund	1,115,000	INCREASE
FUND 039 - EMPLOYEE MEDICAL HEALTH PLANS								
039	EMP	9062	8360	0000	ODE	Prescription- Claims	3,022,950	INCREASE
039	EMP	1982	4072	0000	ODE	Patient Protection and Affordable Care Act	3,022,950	DECREASE
FUND 625 - F.S. GABRESKI AIRPORT								
625	DPW	8160	4020	0000	DE	Light, Power & Water	16,665	INCREASE
625	EDP	5610	4560	0000	DE	Fees for Services	16,665	DECREASE

2053

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>AUTHORIZING THE COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER UNANTICIPATED EXPENSES IN THE 2014 ADOPTED MANDATED BUDGET FROM THE 2014 ADOPTED DISCRETIONARY BUDGET</b>		
3. Purpose of Proposed Legislation		
Same as number 2.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes _____                      No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
Not Applicable		
8. Proposed Source of Funding		
2014 County Operating Budget – Discretionary – to be transferred to Mandated Mandated Debt Service for Funds 016, 038, 115, 133, 205, 207, 209, 210, 211, 214, 220, 221, 223, and 625 require additional appropriations, no available mandated appropriations exist in these funds to transfer so the only alternative is to transfer funds from the Discretionary Budget.		
9. Timing of Impact		
Upon adoption		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Beth A. Reynolds Assistant Budget Director		November 9, 2014

**FINANCIAL IMPACT  
2014 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2012.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. 2078 - 2014**

**AMENDED COPY - INTRODUCTORY RESOLUTION NO. 2078  
- 2014, AUTHORIZING EXECUTION OF AN  
INTERMUNICIPAL AGREEMENT WITH THE TOWN OF  
SOUTHAMPTON IN CONNECTION WITH THE TIANA  
BEACH STABILIZATION PROJECT**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY  
EXECUTIVE 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. 2078-2014, BECAUSE THE  
INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SOUTHAMPTON IN  
CONNECTION WITH THE TIANA BEACH STABILIZATION PROJECT NEEDED  
TO BE AMENDED, WHICH WAS NOT FINALIZED UNTIL AFTER THE  
AMENDED COPY DEADLINE OF NOVEMBER 24, 2014, HAD PAST.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
2<sup>nd</sup> DAY OF DECEMBER, 2014.**

  
\_\_\_\_\_  
**JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE**

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

H. Lee Dennison Building  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788-0099  
(631) 853-4000

**Steven Bellone**  
SUFFOLK COUNTY EXECUTIVE

**MEMORANDUM**

**TO:** Timothy Laube, Clerk of the Legislature

**FROM:** Tom Vaughn, Intergovernmental Relations Director

**DATE:** December 2, 2014

**RE:** AMENDED COPY- IR# 2078-2014, AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SOUTHAMPTON IN CONNECTION WITH THE TIANA BEACH STABILIZATION PROJECT

Attached please find the **amended copy** for the above referenced resolution; it contains the following change:

- The resolution itself did not change.

The Inter-Municipal Agreement with the County of Suffolk as it relates to the Tiana Beach Emergency Levee Construction contains the following changes:

- Corrected the first Paragraph to accurately reflect the County and its address.
- Modified the 5<sup>th</sup> **WHEREAS** clause to delete reference to the County as a party to the agreement with the State.
- Modified the 6<sup>th</sup> **WHEREAS** clause to specify that the State will reimburse the town rather than "offer" the Town up to 70% of the project cost.
- Modified the 7<sup>th</sup> **WHEREAS** clause to clarify the relationship of the Town and the County, specifying that the County's obligation is solely to contribute certain in-kind services to assist the Town with reaching its cost share.
- Modified Paragraph 1 to add the Town's obligation to allow access to its property so that the County can construct the emergency berm.

- Paragraph 2 was modified to clearly limit the County's obligation under the Agreement to contribute in-kind services towards the completion of the project.
- Paragraph 3 was modified to expand the duration of the agreement to include the option to extend for an additional year.
- The indemnification provision was modified to provide cross indemnification for the parties rather than only the County indemnifying the Town.
- The insurance provision was modified to require the Town to provide insurance in connection with the work it will perform.
- Paragraphs 6, 8, 9, 10, 11, and 12 are boiler plate provisions which were added to the agreement.

RECEIVED BY A. Pastore DATE 12/2/14 TIME 9:15

Attachment

**AMENDED COPY AS OF 12/02/14**

Intro. Res. No. 2078-2014

Laid on Table 11/18/2014

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2014, AUTHORIZING EXECUTION  
OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF  
SOUTHAMPTON IN CONNECTION WITH THE TIANA BEACH  
STABILIZATION PROJECT**

**WHEREAS**, Tiana Beach is located within the hamlet of Hampton Bays, Town of Southampton, and is on the Atlantic Ocean barrier island within the Suffolk County and Town of Southampton Parks systems; and

**WHEREAS**, on October 30, 2012, Super Storm Sandy devastated the beach and dune system, completely leveling the barrier island and creating a deeply incised overwash channel across the entire barrier island from the ocean to the bay, which continues to be exacerbated by washovers; and

**WHEREAS**, in an attempt to address this sensitive area, the Town seeks to create an interim but robust unified coastal levee across Tiana Beach, which will maintain the minimum level of flood and erosion protection necessary to prevent against the imminent threat of overwashing, flooding, and breaching; and

**WHEREAS**, in partnership with the County and the State of New York, the Town seeks to dredge and place up to 100,000 cubic yards of sand to be used to construct an emergency levee approximately 4,000 linear feet in length along Tiana Beach, which encompasses lands owned by both the County and the Town; and

**WHEREAS**, the Town and the County anticipate funding from New York State to assist in this project; and

**WHEREAS**, specifically, the State will offer the Town up to 70% of the cost of this project, up to a maximum of \$1 million; and

**WHEREAS**, in return, the County and the Town will provide the remaining 30% of the project costs, with the Town funding or providing in-kind services for its share of the 30%, and the County utilizing in-kind services to reach its 30% cost share; and

**WHEREAS**, in addition, the County will allow the Town to place the dredged material, and construct an emergency levee, on that part of Tiana Beach which is County-owned; and

**WHEREAS**, the Town will allow the County full access to that part of the beach and public facilities which are Town-owned for purposes of moving and shaping sand to construct the emergency berm as designed; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the County shall not enter into the Agreement or adopt an appropriating resolution to fund this Project prior to completion of a full coordinated SEQRA review of the Project, with the County acting as an involved agency, pursuant to SEQRA and Chapter 450 of the Suffolk County Code, and adoption of any required SEQRA determination or findings by this Legislature; and be it further

**2<sup>nd</sup>**           **RESOLVED**, that, after full execution of the Intermunicipal Agreement between DEC and the Town for the Project, and subject to the 1<sup>st</sup> Resolved Clause hereof, the Suffolk County Executive or his designee, is hereby authorized, empowered and directed to execute the Agreement with the Town substantially in the form submitted herewith as Exhibit "B", and to take all actions necessary to implement the Agreement; and be it further

**3<sup>rd</sup>**           **RESOLVED**, that the Suffolk County Executive and/or his designee(s) are further authorized to take such actions and execute and deliver, on behalf of the County, such documents, as may be contemplated by, or necessary or advisable to consummate or otherwise give full effect to, the Project and the Agreement and this resolution, and which are deemed necessary or desirable to effectuate the Project and to perform all acts and do all things required or contemplated to be performed or done by the Agreement or by this resolution or by any agreement, instrument or authorization approved, contemplated or authorized hereby; and be it further

**4<sup>th</sup>**           **RESOLVED**, that the Department of Public Works is authorized to perform acts necessary to comply with the provisions of the Agreement in accordance this Agreement.

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date:

**AMENDED COPY AS OF 12/02/14**

**Inter-Municipal Agreement with the County of Suffolk as it Relates to the Tiana Beach  
Emergency Levee Construction**

This Inter-Municipal Agreement (“IMA”) entered into this \_\_\_ day of November, 2014, between the Town of Southampton, a municipal corporation with offices at 116 Hampton Road, Southampton, New York (hereinafter the “Town,”) and the County of Suffolk, a municipal corporation of the State of New York, acting through its duly constituted Department of Public Works, located at 335 Yaphank Avenue, Yaphank, New York 11980-9744 with offices at (hereinafter the “County”).

**WITNESSETH:**

**WHEREAS**, Tiana Beach is located within the hamlet of Hampton Bays, Town of Southampton, and is on the Atlantic Ocean barrier island within the Suffolk County and Town of Southampton Parks systems; and

**WHEREAS**, on October 30, 2012, Super Storm Sandy devastated the beach and dune system, completely leveling the barrier island and creating a deeply incised overwash channel across the entire barrier island from the ocean to the bay, which continues to be exacerbated by washovers; and

**WHEREAS**, in an attempt to address this sensitive area, the Town seeks to create an interim but robust unified coastal levee across Tiana Beach, which will maintain the minimum level of flood and erosion protection necessary to prevent against the imminent threat of overwashing, flooding, and breaching; and

**WHEREAS**, in partnership with the County and the State of New York (the “State”), the Town seeks to dredge and place up to 100,000 cubic yards of sand to be used to construct an emergency levee approximately 4,000 linear feet in length along Tiana Beach, which encompasses lands owned by both the County and the Town; and

**WHEREAS**, the Town anticipates funding from the State to assist in this project; and

**WHEREAS**, specifically, the State will reimburse the Town up to 70% of the cost of this project, up to a maximum of \$1 million; and

**WHEREAS**, in return, the Town, in partnership with the County, will provide the remaining 30% of the project costs, with the Town providing funding or in-kind services, and the County contributing in-kind services to reach the Town’s cost share; and

**WHEREAS**, in addition, the County will allow the Town to place the dredged material, and construct an emergency levee, on that part of Tiana Beach which is County-owned; and

**WHEREAS**, the Town will allow the County full access to that part of the beach and public facilities which are Town-owned for purposes of moving and shaping sand to construct the emergency berm as designed; and

**WHEREAS**, pursuant to the New York State Constitution, Article 8, §1, and General Municipal Law, Article § 5-G, the Town and the County seek to enter into this Inter-Municipal Agreement (“IMA”), subject to the following terms and conditions,

**NOW THEREFORE IT IS ACKNOWLEDGED, UNDERSTOOD AND AGREED,**

- 1. Functions and Services to be Provided:** The County shall allow the Town to place up to 100,000 cubic yards of dredged material and sand, and construct an emergency levee, in furtherance of the Tiana Beach Emergency Levee Construction Project (the “Project”) along 4,000 linear feet of Tiana Beach, portions of which reside within County of Suffolk Park system boundaries. In addition, the County shall provide heavy equipment, service equipment, and/or manpower to assist in the completion of this Project. The Town will allow the County full access to that part of the beach and public facilities which are Town-owned for purposes of moving and shaping sand to construct the emergency berm as designed.
- 2. Payment Terms:** Pursuant to that certain agreement between the Town and the State, the Town shall be responsible for 30% of the cost of said Project. The State shall fund 70% of the cost of the Project, up to a maximum of \$1 million. The Town shall be responsible for the remaining monies and, pursuant to this IMA, the County shall contribute in-kind services towards the Project completion.
- 3. Duration:** This IMA shall commence upon full execution of the Agreement, and shall remain in effect during the life of the Town’s contract with the State, or for one year, with an option to amend or extend for an additional year upon agreement of both parties herein, whichever is longer.
- 4. Indemnification:** To the extent permitted by law, each party (the “Indemnifying Party”) agrees that it shall protect, indemnify, and hold harmless the other, its officers, officials, employees, contractors, agents, and other persons from and against any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorney’s fees, arising out of its acts, omissions, or negligence in connection with, or incident to, the performance of their respective obligations described or referred to in this IMA; provided, that nothing herein shall require a party to indemnify the other against and hold harmless such party from claims, demands, or suits based upon the negligent conduct of that party, its officers, officials, employees, contractors, agents, and other persons. The Indemnifying Party shall defend the other and its officers, employees, contractors, agents, and other persons in any suit, including appeals, or at the other’s option, pay reasonable attorney’s fees for such defense of any such suit arising out of the acts or omissions or negligence of the Town, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.
- 5. Insurance:** Both parties agrees to procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in amounts and types specified herein and

as time to time may be increased upon the mutual consent of the parties. The parties agree to require that all of their contractors, in connection with work performed in connection with this Agreement, procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in amounts and types equal to that specified herein. Unless otherwise specified by the parties, in writing, such insurance shall be as follows:

- a. Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and Two Million dollars (\$2,000,000) per occurrence for property damage.
- b. Automobile Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000) for property damage per occurrence.
- c. Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. The County shall furnish to the Town, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §557 and §220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the County shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Each party shall provide copies of such insurance policies to the other upon execution of this Agreement, together with the customary certificate showing both parties as additional insureds, which certificate shall provide that no cancellation of such policy may occur without the giving of at least thirty (30) days prior written notice to the parties

6. **No Assignment:** In accordance with the provisions of section 109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement to any other person or corporation without the previous consent in writing of the other party.
7. **Amendment:** This IMA represents the entire agreement of the parties and that all previous understandings are herein merged in the Agreement. No modification of the Agreement shall be valid unless in written form and executed by both parties, and approved in accordance with General Municipal Law §119-o.
8. **Notices:** The County and the Town shall each designate an authorized representative who has authority to act on its behalf for this Agreement. Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by fax and confirmed by regular first class mail, or personally delivered during business hours as follows: Town of Southampton, 116 Hampton Road, Southampton, New York, 11968,

attention: Town Attorney; if to the County of Suffolk, to the County at the Department address on page 1 of the Agreement, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Town relating to a legal claim shall be immediately sent to the Department address above and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

9. **Independent Contractor:** The parties to this Agreement shall act in an independent capacity in the performance of their respective functions under this Agreement, and no party is to be considered the officer, agent, or employee of the other..
10. **Severability:** It is expressly agreed that if any term or provision of the Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
11. **Governing Law:** The Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.
12. **No Waiver:** It shall not be construed that any failure or forbearance by either party to enforce any provision of the Agreement in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.
13. **Approval Resolutions:** As required pursuant to General Municipal Law §119-o, the obligations of the Town and the County to perform hereunder have been duly authorized by each such municipality by their resolutions duly adopted by each such party on November \_\_\_, 2014, and December \_\_\_, 2014, respectively, copies of which are annexed hereto as **Exhibits A and B.**

In consideration of all of the above and of the foregoing mutual covenants and agreements, the Town Board of the Town of Southampton and the County of Suffolk by the signatures of their authorized representatives below hereby approve this Inter-Municipal Agreement in its entirety making it effective as of December \_\_\_, 2014.

Signature Page Follows



Law #  
Tiana Beach IMA  
County of Suffolk with Town of Southampton  
Revd 11/26/2014

seal; that it was affixed by virtue of a resolution of the Legislature of the County of Suffolk; and that he signed his name thereto by virtue of said resolution.

---

Notary Public

Law #  
Tiana Beach IMA  
County of Suffolk with Town of Southampton  
Revd 11/26/2014

## **EXHIBIT A**

Law #  
Tiana Beach IMA  
County of Suffolk with Town of Southampton  
Revd 11/26/2014

**EXHIBIT B**

1R 2078

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
<b>RESOLUTION NO. -2014, AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SOUTHAMPTON IN CONNECTION WITH THE TIANA BEACH, STABILIZATION PROJECT</b>		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes ___ No <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
N/A for this resolution. This resolution authorizes an IMA with Southampton Town to construct a levee across Tiana Beach. If a second appropriating resolution is necessary, the financial impact will be completed then.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A for this resolution. The IMA is with Southampton Town.		
8. Proposed Source of Funding		
N/A for this resolution. For the project, New York State will offer the Town of Southampton up to 70% of the cost, up to a maximum of \$1 million. The Town and County will provide in-kind services for the remaining 30%.		
9. Timing of Impact		
Upon adoption and execution of IMA.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		November 19, 2014

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2014 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00	\$0.000

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00	\$0.000

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00	\$0.000

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2012.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.