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2016 JUL 25 P 5:43

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1686 - 2016**

COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE

WHEREAS, INTRODUCTORY RESOLUTION NO. 1686 - 2016

**RESOLUTION NO. -2016, AUTHORIZING AN ENERGY
IMPROVEMENT CHARGE LINE ON REAL PROPERTY TAX
BILLS**

**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. 1686 -2016, BECAUSE 2016 TAX BILLS
ARE BEING PREPARED SHORTLY AND IN ORDER TO AUTHORIZE TOWNS TO
COLLECT PAYMENTS FOR THE PACE PROGRAM THIS ENERGY
IMPROVEMENT CHARGE LINE MUST BE ADDED TO THE TAX BILLS.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 25th DAY OF
JULY, 2016.**



JONATHAN SCHNEIDER
DEPUTY SUFFOLK COUNTY EXECUTIVE

UPDATED VERSION AS OF 7/25/2016

Intro. Res. No. 1686-2016

Laid on Table 7/26/2016

Introduced by Presiding Officer Gregory

**RESOLUTION NO. -2016, AUTHORIZING AN ENERGY
IMPROVEMENT CHARGE LINE ON REAL PROPERTY TAX
BILLS**

WHEREAS, Local Law No. 38-2015 established a sustainable energy loan program, known as the Energize New York Benefit Financing Program, in the County of Suffolk pursuant to Article 5-L of NEW YORK GENERAL MUNICIPAL LAW; and

WHEREAS, this program allows the Energy Improvement Corporation ("EIC"), a local development corporation acting on behalf of the County of Suffolk, to make loans available to qualified property owners for the purpose of installing renewable energy systems and energy efficiency measures; and

WHEREAS, the property owners are required to repay these loans, together with interest thereon, as a charge on their real property tax bill and, pursuant to the authorizing state law, such charges shall constitute a lien upon the real property benefited by the loan; now, therefore be it

1st RESOLVED, that the Receivers of Taxes of the ten towns of Suffolk County are hereby authorized, empowered and directed to include, as may be directed by the tax warrant they receive from the County of Suffolk, a separate Energy Improvement Charge line on the tax bills they prepare, to reflect the amount charged to a property owner for the repayment of an EIC financing; and be it further

2nd RESOLVED, that the line from the Energy Improvement Charge shall be labeled "Energy Improvement 20XX", where 20XX shall be the last year of payment of the charge; and be it further

3rd RESOLVED, that the Receivers of Taxes are authorized, empowered and directed to include the separate Energy Improvement Charge line on the tax bills of property owners repaying EIC financings beginning with the 2017 property tax bills and continuing every year thereafter; and be it further

4th RESOLVED, the Energy Improvement Charge shall be attributable to the County portion of the tax bill; and be it further

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

Statement of Financial Impact on Proposed Suffolk County Legislation

IR Number: 1686

IR Year: 2016

Introduced By: Presiding Officer Gregory

Title of Proposed Resolution:

Authorizing an energy improvement charge line on real property tax bills.

Purpose and Intent of Proposed Legislation:

Local Law No. 38-2015 established a sustainable energy loan program, known as the Energize New York Benefit Financing Program, in the County of Suffolk pursuant to Article 5-L of NEW YORK GENERAL MUNICIPAL LAW.

This resolution:

- Allows the Energy Improvement Corporation ("EIC"), a local development corporation acting on behalf of the County of Suffolk, to make loans available to qualified property owners for the purpose of installing renewable energy systems and energy efficiency measures. Presently, these loans will be restricted to commercial properties.
- Requires property owners to repay these loans with interest as a charge on their real property tax bill.
- Directs the ten towns to include, when needed, a separate Energy Improvement Charge line on tax bills and to label the line "Energy Improvement 20XX", where 20XX shall be the last year of payment of the charge.
- The Energy Improvement Charge shall be included on the County portion of the tax bill and the County would make payment to the EIC.

Detailed Explanation of Fiscal Impact:

Property owners are expected to assume the full burden of the cost of these loans. Since property owners would pay a fee for the County to service delinquent accounts, there may be a small positive impact for the County to administer the program. Factors that will determine the cost and size of the program include:

- The EIC has a permanent loss fund to address delinquencies that could be considered uncollectable bad debt. The EIC offers extra insurance to cover all contingencies, but the County does not anticipate the need for this extra coverage.
- It remains to be seen how many property owners would avail themselves of this program and what the overall cost (principal and interest) would be placed on the tax warrant for each town. As an example, EIC expects to close on ten properties in Westchester County at an approximate cost of \$250,000 per property or \$2.5 million in total.
- Currently the interest rate on loans ranges from 4.0% for a five year loan to 5.25% for 20 years, but would vary with changes in market conditions. The term of loans is expected to vary based on the needs of commercial property owners, with the maximum term being 20 years.
- According to EIC they have a bond counsel opinion that this charge will not impact the NYS property tax cap.

If applicable, what is the comparison cost if this is undertaken in-house, compared to an outside contractor or vendor?

N/A

Total Financial Cost and timing over five years on each affected political or other subdivision:

Property owners are expected to assume the full burden of the cost of these loans. In case of delinquencies, there may be a small positive impact for the County to administer the program.

Proposed Source of Funding:

The General Fund property tax.

Total Estimated Financial Impact on all Funds, tax rates, and property tax:

Property owners are expected to assume the full burden of the cost of these loans. In case of delinquencies, there may be a small positive impact for the County to administer the program.

Total Estimated Financial Impact on Suffolk County's economy including the impact on goods or services, economic development, small business activity, employment opportunities and overall business activity:

Provides incentives to install renewable energy systems and other energy efficiency measures should result in an increase in economic activity and provide environmental benefits.

Authorized Signature



**Robert Lipp, Director
Budget Review Office**

Date Completed

7/26/16

Analyst Code

RL

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2016 JUL 25 P 5:43

CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1693

COUNTY LEGISLATURE 2016
SUFFOLK COUNTY, N.Y.
HAUPPAUGE

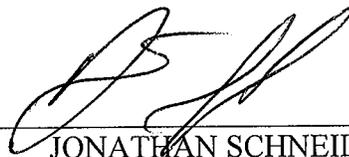
WHEREAS, INTRODUCTORY RESOLUTION NO. -2016

RESOLUTION NO. 1693 -2016, AUTHORIZING TRANSFER
OF A SURPLUS SUFFOLK COUNTY VEHICLE TO THE
TOWN OF SHELTER ISLAND

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. -2016, BECAUSE THE SUMMER
MONTHS ARE THE HEIGHT OF THE TICK SEASON AND THE TOWN OF
SHELTER ISLAND URGENTLY NEEDS AN ADDITIONAL VEHICLE TO
SUPPORT THE 4-POSTER TICK CONTROL PROGRAM.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 25TH DAY OF
JULY, 2016.



JONATHAN SCHNEIDER
DEPUTY SUFFOLK COUNTY EXECUTIVE

RESOLUTION NO. -2016, AUTHORIZING TRANSFER OF A SURPLUS SUFFOLK COUNTY VEHICLE TO THE TOWN OF SHELTER ISLAND

WHEREAS, the Suffolk County Legislature has a surplus vehicle and wishes to transfer said vehicle to the Town of Shelter Island; and

WHEREAS, the Town of Shelter Island maintains over 30 individual 4-Poster Deer Treatment Bait Stations throughout their Town; and

WHEREAS, continued maintenance of the 4-Poster Stations reduces the population of host seeking ticks on Shelter Island; and

WHEREAS, a reduction in the number of ticks furthermore decreases the risk to humans of contracting tick-borne diseases including Lyme Disease; and

WHEREAS, the Town of Shelter Island does not have an enclosed rear capped pickup truck necessary for the transporting of deer feed corn and materials required for the maintenance of multiple 4-Poster Stations; and

WHEREAS, the Department of Public Works has replaced its 2003 Chevy Silverado pick-up truck that has 85,635 miles; and

WHEREAS, transferring the 2003 Chevy Silverado pick-up to the Town of Shelter Island will improve tick control within the Town, and

WHEREAS, it is the desire of the Suffolk County Legislature to transfer one surplus pickup truck for maintenance operations of the Town's 4-Poster Tick Control program to Shelter Island; now, therefore be it

1st RESOLVED, the Commissioner of the Department of Public Works is hereby authorized, empowered and directed to transfer the following surplus vehicle to the Town of Shelter Island:

<u>Year:</u>	<u>Make/Model:</u>	<u>Vehicle Number:</u>	<u>Mileage:</u>
2003	Chevy Silverado	1GCHK23U73F105921	85,635 on 6/1/2016

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

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

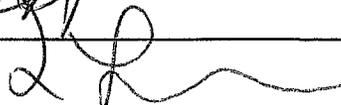
1693

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/>	Local Law <input type="checkbox"/>	Charter Law <input type="checkbox"/>
2. Title of Proposed Legislation		
Authorizing transfer of a surplus Suffolk County vehicle to the Town of Shelter Island		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="checkbox"/> County	<input type="checkbox"/> Town	<input type="checkbox"/> Economic Impact
<input type="checkbox"/> Village	<input type="checkbox"/> School District	<input type="checkbox"/> Other (Specify):
<input type="checkbox"/> Library District	<input type="checkbox"/> Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
8. Proposed Source of Funding		
9. Timing of Impact 2016		

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Philip Berdolt Deputy Commissioner SCDPW		6/21/16

SCIN FORM 175b (10/95)

Theresa Lollo
Budget
Office



7/14/16

1693

**2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
(EXAMPLE)**

TITLE OF BILL: Authorizing the Transfer of a surplus Suffolk County Vehicle to the Town of Shelter Island

PURPOSE OR GENERAL IDEA OF BILL: To transfer a surplus vehicle to the Town of Shelter Island for us to combat the growing tick population.

SUMMARY OF SPECIFIC PROVISIONS: The subject vehicle is surplus to the needs of Suffolk County Department of Public Works and with help the Town of Shelter Island at the 4-Poster Stations for transporting deer feed and materials required for maintenance.

JUSTIFICATION: Due to the high mileage this vehicle was removed from service in the County and will better benefit Town of Shelter Island to help combat the growing tick population.

COUNTY OF SUFFOLK



1693

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

To: Jon Schneider, Deputy County Executive

FROM: Phil Berdolt, Deputy Commissioner 

DATE: June 21, 2016

RE: **AUTHORIZING TRANSFER OF SURPLUS VEHICLE TO THE TOWN OF SHELTER ISLAND**

Attached is a draft resolution to transfer a surplus Suffolk County Vehicle to the Town of Shelter Island to help in the tick control within the Town.

The Department of Public Works has replaced its 2003 Chevy Silverado pick-up truck which has an excess of 85,000 miles. This vehicle will help the Town of Shelter Island by transporting deer feed and other materials to the 4-Poster Stations to reduce the population of host seeing ticks.

An email version of this resolution was sent to CE Reso Review saved under the title Reso-DPW-Transfer Vehicle to Shelter Island.doc.

PB/TY/bd

cc: Gilbert Anderson, P.E, Commissioner
Tom Iwanejko, Vector Control
Charles Jaquin, Executive Asst. for Finance & Administration
CE RESO REVIEW

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

RECEIVED

CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1733

2016 JUL 25 P 5:43
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE

WHEREAS, INTRODUCTORY RESOLUTION NO. -2016

RESOLUTION NO. -2016, APPROVING A TEMPORARY
INCREASE TO THE FLEET FOR THE SUFFOLK COUNTY
POLICE DEPARTMENT

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. -2016, BECAUSE THE NATIONAL
INSURANCE CRIME BUREAU AND METLIFE INSURANCE COMPANY HAVE
DONATED TWO VEHICLES TO THE SUFFOLK COUNTY POLICE
DEPARTMENT AT NO COST TO THE COUNTY. THE POLICE DEPARTMENT IS
REQUESTING THESE VEHICLES COME INTO SERVICE AS SOON AS POSSIBLE
TO HELP IN THE FIGHT AGAINST VEHICULAR RELATED CRIMES.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 26TH DAY OF
JULY, 2016.



JONATHAN SCHNEIDER
DEPUTY SUFFOLK COUNTY EXECUTIVE

**RESOLUTION NO. -2016, APPROVING A TEMPORARY
INCREASE TO THE FLEET FOR THE SUFFOLK COUNTY
POLICE DEPARTMENT**

WHEREAS, the National Insurance Crime Bureau and MetLife Insurance Company have made two vehicles available to the Suffolk County Police Department for use as bait cars to combat vehicle theft and other vehicle crimes; and

WHEREAS, this program is designed to assist law enforcement in the detection, prevention, deterrence, and response to vehicle crimes which increase costs to taxpayers; and

WHEREAS, additional bait vehicles may be obtained in the future; and

WHEREAS, Chapter 255 of the Code of Suffolk County requires that no vehicles shall be purchased or leased unless "explicit approval for the acquisition of such vehicles, via lease or purchase, has been granted by the Suffolk County Legislature"; and

WHEREAS, the Police Commissioner finds that these vehicles will be important tools to combat vehicle crimes; now, therefore be it

1st **RESOLVED**, that said vehicles shall constitute a temporary increase to the fleet and shall only be replaced at the end of their useful life with another vehicle obtained in a similar manner, at no cost to the County; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1733

**2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Approving a temporary increase to the fleet for the Suffolk County Police Department

PURPOSE OR GENERAL IDEA OF BILL: To allow the SCPD to temporarily increase its fleet to allow the use of bait vehicles to combat vehicle theft and other vehicle crimes.

SUMMARY OF SPECIFIC PROVISIONS: The National Insurance Crime Bureau and MetLife Insurance Company have currently made two vehicles available to the Suffolk County Police Department for use as bait vehicles, at no cost to the County. Additional vehicles may be obtained in a similar manner in the future, either as replacements for the current vehicles or in addition to. Any additional or replacement bait vehicles will be obtained at no cost to the County.

JUSTIFICATION: The Suffolk County Police Department will use the bait vehicles to combat vehicle theft and other vehicle crimes which increase costs to taxpayers through higher insurance rates.

FISCAL IMPLICATIONS: Costs to maintain these vehicles will be minimal, as they are not used for regular travel.

1733

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		
APPROVING A TEMPORARY INCREASE TO THE FLEET FOR THE SUFFOLK COUNTY POLICE DEPARTMENT		
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 cost of maintenance and fuel		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
Unknown		
8. Proposed Source of Funding		
Operating budget		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Patricia Saunders Principal Research Analyst		7-18-16

**FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1733

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

COMBINED

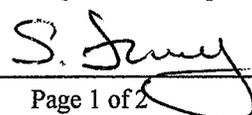
	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
- 3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

1733

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 Approving a temporary increase to the fleet for the Suffolk County Police Department		
3. Purpose of Proposed Legislation To allow for the temporary increase to the fleet for bait cars made available to the Suffolk County Police Department to combat vehicle theft and other vehicle crimes.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes No XX		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
8. Proposed Source of Funding		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer Sarah Furey Sr. Grants Analyst	11. Signature of Preparer 	12. Date 7/12/16

1733

PIO,

From: PIO,
Sent: Wednesday, June 29, 2016 5:06 PM
To: PIO,
Subject: SCPD Partners with MetLife Insurance & National Insurance Crime Bureau to Combat Vehicle Theft & Break-ins



For Immediate Release
June 29, 2016

MEDIA ADVISORY

SCPD Partners with MetLife Insurance & National Insurance Crime Bureau to Combat Vehicle Theft & Break-ins

What: Suffolk County Police Commissioner Timothy D. Sini, National Insurance Crime Bureau Director of Operations Kevin Gallagher and MetLife Special Investigations Unit Director John Sargent, will hold a press conference at Suffolk County Police Headquarters on June 30 at 11 a.m. to announce the donation of two bait cars to the department.

The vehicles, which are classified as luxury cars, will be equipped with cameras and tracking devices and planted in areas with vehicle crime patterns.

One of the vehicles will be on site for the press conference. The vehicle will be wrapped for anonymity.

Who: Commissioner Timothy D. Sini
First Deputy Commissioner John Barry
Chief of Department Stuart Cameron
National Insurance Crime Bureau Director of Operations Kevin Gallagher
MetLife Special Investigations Unit Director John Sargent

When: **Thursday, June 30, 2016 at 11 a.m.**

Where: **Suffolk County Police Headquarters
30 Yaphank Ave., Yaphank**

COUNTY OF SUFFOLK
NEW YORK



1733

POLICE DEPARTMENT

TIMOTHY D. SINI
POLICE COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive
Suffolk County Executive's Office

FROM: Robert G. Cassagne, Chief of Support Services
Suffolk County Police Department *Rc*

DATE: July 12, 2016

SUBJECT: Resolution Package requesting a temporary increase to the fleet for the Suffolk
County Police Department

Certificate of Necessity requested

Attached please find the following supporting documents for the SCPD resolution requesting a temporary increase to its fleet:

- ❖ Draft Resolution
- ❖ Certificate of Necessity
- ❖ Memorandum of Support
- ❖ Request for Introduction of Legislation
- ❖ Financial Impact Statement
- ❖ Copy of media advisory related to the bait cars donation

This resolution will provide for a temporary increase to the fleet to enable the Police Department to use the donated vehicles as bait cars to combat vehicle theft and other vehicle crimes. The resolution also provides for future temporary increase to the fleet if the Department receives any additional bait car vehicles at no cost to the County.

We are requesting a Certificate of Necessity for the July 26, 2016 meeting of the Legislature in order to put these vehicles into service as soon as possible.

Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW and also to Federal and State Aid for review.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042, or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.
RGC/sf



ACCREDITED LAW ENFORCEMENT AGENCY
Visit us online at: www.suffolkpd.org
Crime Stoppers Confidential Tip Hotline: 1-800-220-TIPS
Non-Emergencies Requiring Police Response - Dial: (631) 852-COPS
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000



**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. - 2016**

WHEREAS, INTRODUCTORY RESOLUTION NO. ¹⁷³⁸ -2016

**RESOLUTION NO. -2016, ACCEPTING A DONATION
OF REAL PROPERTY FOR OPEN SPACE PURPOSES - A
SCDHS BOARD OF REVIEW TRANSFER OF
DEVELOPMENT RIGHTS (REF. NO. C06-16-0004)**

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. -2016, BECAUSE THERE IS A NEED
FOR A FACILITY WITH THE ABILITY TO INTAKE FOOD CONTRIBUTIONS ON
THE NORTH FORK BY THE FALL.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 26TH DAY OF
JULY, 2016.

RECEIVED

2016 JUL 26 A 11:18

COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE



JONATHAN SCHNEIDER
DEPUTY SUFFOLK COUNTY EXECUTIVE

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING A DONATION OF REAL PROPERTY FOR OPEN SPACE PURPOSES - A SCDHS BOARD OF REVIEW TRANSFER OF DEVELOPMENT RIGHTS (REF. NO. C06-16-0004)

WHEREAS, a variance is being required from the Suffolk County Department of Health Services Board of Review in connection with an application as described in a Report of Findings and Recommendations regarding the applicant, John King, Ref. No. C06-16-0004); and

WHEREAS, the Board of Review, under Section 760-607 (A)(1) and (B)(1) of the SUFFOLK COUNTY SANITARY CODE, granted the request for a variance on July 17, 2016, subject to the applicant's obtaining, and transferring to the County of Suffolk development rights or credits for the excess density required and a transfer of property with covenants to the County of Suffolk to sterilize the transferred property so as to protect surface and groundwater quality by establishing limits on population density; and

WHEREAS, the Board of Review specifically imposed as a condition of its variance approval that the owner place a covenant upon the receiving parcel(s), known as S.C.T.M. No. District 0600, Section 041.00 Block 02.00 Lot 003.001, more particularly described on Schedule "A" attached hereto and made a part hereof, and on the transfer parcel(s) known as S.C.T.M. No. District 0600 Section 062.00 Block 04.00 Lot 001.000, more particularly described on Schedule "B" attached hereto and made a part hereof and whereby the parcel(s) described in Schedule "B" shall be sterilized by the property owner and transferred to the County of Suffolk for open space purposes in exchange for the transfer of its Development Density Rights to the property described in Schedule "A"; and

WHEREAS, the Suffolk County Department of Planning has recommended this proposed transfer in a Memorandum to the County Department of Health Services, Division of Environmental Quality, dated July 6, 2016, as provided in Schedule "C"; now, therefore be it

1st **RESOLVED**, that the County of Suffolk hereby accepts the donation and transfer of the property described in Schedule "B", subject to it being sterilized by the owner for open space purposes to protect the aquifer and water supply, which property shall be kept in its natural state in perpetuity, except for property maintenance activities as may be appropriate, to effectuate the declaration of covenants and restrictions imposed by the applicant, without impairing the essential nature and open character of the premises and subject to the use of the open space area for passive recreational purposes; and be it further

2nd **RESOLVED**, that the Suffolk County Division of Real Property Acquisition and Management in the Department of Economic Development and Planning, is hereby authorized, empowered, and directed, pursuant to Section C42-2(3)(d) of the Suffolk County Charter, to execute such documents as are necessary to acquire said parcel(s) as described in Schedule "B"; and be it further

3rd **RESOLVED**, that the Assessor of the Town of Riverhead, and all other assessors having jurisdiction thereof, be and they hereby are directed to mark the assessment rolls of their jurisdiction to show that said property is owned by the County of Suffolk and is

exempt from taxation and exempt from special ad valorem levies and special assessments to the extent permitted by law pursuant to Section 406(1) of the NEW YORK REAL PROPERTY TAX LAW; and be it further

4th **RESOLVED**, that the Suffolk County Division of Real Property Acquisition and Management in the Department of Economic Development and Planning, shall transfer jurisdiction of said land as described in Schedule "B", to the Suffolk County Department of Parks, Recreation, and Conservation for passive recreational purposes; 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 an unlisted action which will not have a significant effect on the environment for the following reasons:

1. The proposed action will not exceed any of the criteria in Section 617.7(c) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) which sets forth thresholds for determining significant effect on the environment;
2. The property will be open space under the jurisdiction of the Suffolk County Department of Parks, Recreation, and Conservation, and;
3. The site will remain in its natural state and will only be used for passive recreation and habitat management purposes,

and be it further

6th **RESOLVED**, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with CEQ: and be it further

7th **RESOLVED**, that in accordance with Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

Schedule "A"

1738

SCTM No.: District 0600, Section 041.00 Block 02.00 Lot 003.001

Schedule "B"

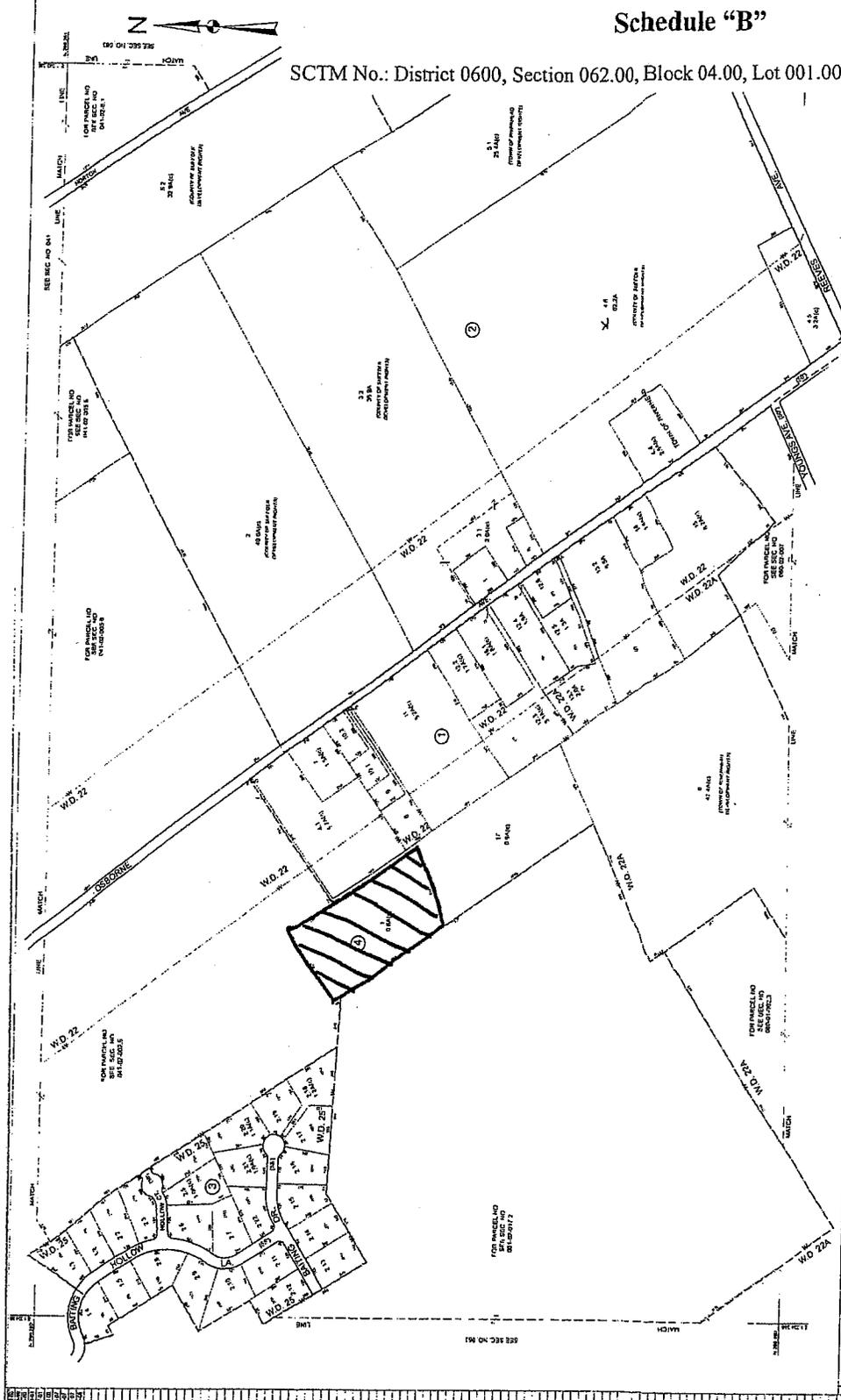
1738

SCTM No. : District 0600 Section 062.00 Block 04.00 Lot 001.000

1738

Schedule "B"

SCTM No.: District 0600, Section 062.00, Block 04.00, Lot 001.000



<p>NOTICE: This plat is a preliminary plat for a subdivision of land. It is subject to change without notice. The County of Suffolk, Virginia, is the recording authority for this plat.</p>	
<p>COUNTY OF SUFFOLK Real Property Tax Service Agency County Center Building, 111 West Main Street, Suffolk, VA 23440</p>	
<p>SECTION NO. 62</p>	<p>PROPERTY MAP</p>
<p>DATE OF RECORDING: 08/11/2011</p>	<p>DATE OF RECORDING: 08/11/2011</p>
<p>PLAT NO. 1738</p>	<p>PLAT NO. 1738</p>
<p>PREPARED BY: [Name]</p>	<p>PREPARED BY: [Name]</p>
<p>DATE: [Date]</p>	<p>DATE: [Date]</p>

1738

Schedule "C"

COUNTY OF SUFFOLK



Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

MEMORANDUM

TO: Patricia Floria, Chairman, SCDHS Division of Environmental Quality, Board of Review
FROM: Laretta R. Fischer, Chief Environmental Analyst *[Signature]*
DATE: July 6, 2016
SUBJECT: Application to transfer development density credits FROM SCTM# 0600-062.00-04.00-001.000 TO SCTM# 0600-041.00-02.00-003.001 (SCDHS Ref. No. C06-16-0004)

We have reviewed a proposal from John King, dated June 23, 2016, to transfer development density **from** SCTM# 0600-062.00-04.00-001.000 **to** SCTM# 0600-041.00-02.00-003.001. Both properties are located within Hydrogeologic Zone III within the Town of Riverhead. We would have no objection to this transfer dependent upon the acreage your Department will require for this application to meet your gallons per day per acre standards.

The vacant property listed to be sterilized, SCTM# 0600-062.00-04.00-001.000, is located near to the receiving parcel in the hamlet of Calverton and is an undeveloped, wooded parcel that is 6.897 acres in size. We support the environmental protection of this property, through transfer of its density development rights. Furthermore, we would support the County receiving fee title to SCTM# SCTM# 0600-062.00-04.00-001.000 and accept its donation in order to add to our park holdings. The property would remain in its natural state for passive recreational use only.

If you have any further questions, please feel free to contact me at 3-6044.

cc: Sarah Lansdale, Director of Planning
Chris Lubicich, SCDHS Division of Environmental Quality

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1738

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

COMBINED

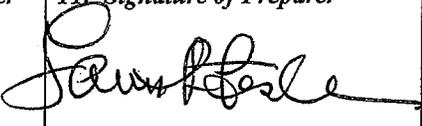
	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
- 3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

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

1738

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation ACCEPTING A DONATION OF REAL PROPERTY FOR OPEN SPACE PURPOSES - A SCDHS BOARD OF REVIEW TRANSFER OF DEVELOPMENT RIGHTS (Ref. No. C06-16-0004)		
3. Purpose of Proposed Legislation See No. 2 above		
4. Will the Proposed Legislation Have a Fiscal Impact? YES ___ NO <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding N/A		
9. Timing of Impact N/A		
10. Typed Name & Title of Preparer Lauretta R. Fischer Chief Environmental Analyst	11. Signature of Preparer 	12. Date July 6, 2016

Diane E. Weyer
SCIN FORM 175b (10/95) Chief Financial Analyst *Don Thayer* 7/12/2016

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1738

TITLE OF BILL (I.R.): ACCEPTING A DONATION OF REAL PROPERTY FOR OPEN SPACE PURPOSES - A SCDHS BOARD OF REVIEW TRANSFER OF DEVELOPMENT RIGHTS (Ref. No. C06-16-0004)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To accept the donation of land as part of a SCDHS Board of Review TDR requirement and transfer it to the Suffolk County Department of Parks, Recreation and Conservation for passive recreational purposes to be left in its natural state.

SUMMARY OF SPECIFIC PROVISIONS:

This parcel is located in the hamlet of Calverton, Town of Riverhead. It is primarily wooded and is being considered as a donation to the County as part of a SCDHS Board of Review TDR variance. The Board of Review, under Section 760-607 (A)(1) and (B)(1) of the SUFFOLK COUNTY SANITARY CODE, granted the request for a variance subject to the applicant's obtaining, and transferring to the County of Suffolk development rights or credits for the excess density required and a transfer of property with covenants to the County of Suffolk to sterilize the transferred property so as to protect surface and groundwater quality by establishing limits on population density.

JUSTIFICATION:

The Division of Planning and Environment has supported donations of land that are in their natural state and undisturbed. This parcel is 6.897 acres of woodland habitat is proposed to be transferred to the Suffolk County Department of Parks, Recreation and Conservation for passive recreational purposes to be left in its natural state.

FISCAL IMPLICATIONS:

None

COUNTY OF SUFFOLK



1738

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

July 6, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: **Reso-EDP - Donation of Land for TDR – John King**

Dear Mr. Schneider:

Attached for your review and consideration is an Introductory Resolution authorizing the acceptance of land by donation to fulfill the requirements for a SCDHS Board of Review Variance (SCDHS Ref. No. C06-16-0004). The property to be transferred to the Suffolk County Department of Parks, Recreation and Conservation is located in the hamlet of Calverton, Town of Riverhead.

We support this TDR and feel that the process benefits the County's interests with regard to environmental protection as well as adding to our Park inventory without cost.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

cc: Lisa Santeramo, Assistant Deputy County Executive
Katie Horst, Director, Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Theresa Ward, Chief Deputy Commissioner, EDP
Louis Bekofsky, Deputy Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst, Div. of Planning and Environment
Jason Smagin, Assistant Director, Div. of Real Property Acquisition and Management
Janet Longo, Acquisition Supervisor, Div. of Real Property Acquisition and Management
Robert Braun, Department of Law
CE Reso Review (electronic copy)

RECEIVED

CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1739

2016 JUL 25 P 5:43
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE

WHEREAS, INTRODUCTORY RESOLUTION NO. -2016

RESOLUTION NO. -2016, AMENDING THE 2016
CAPITAL BUDGET AND PROGRAM AND APPROPRIATING
FUNDS IN CONNECTION WITH MODIFICATION OF NEW
YORK STATE ROUTE 110 TO INCLUDE BRT AND
TRANSPORTATION IMPROVEMENTS (CP 5598)

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. -2016, BECAUSE TO SECURE THE
2016 FEDERAL FUNDING PAYMENT OF \$1,000,000 A PROJECT AGREEMENT
NEEDS TO BE FULLY EXECUTED BY SEPTEMBER 30, 2016 OR THE MONEY
WILL BE LOST. LEGISLATIVE APPROVAL IS THE FIRST STEP TO GETTING
THE FULLY EXECUTED CONTRACTS BACK TO THE FEDERAL
GOVERNMENT.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 26TH DAY OF
JULY, 2016.



JONATHAN SCHNEIDER
DEPUTY SUFFOLK COUNTY EXECUTIVE

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH MODIFICATION OF NEW YORK STATE ROUTE 110 TO INCLUDE BRT AND TRANSPORTATION IMPROVEMENTS (CP 5598)

WHEREAS, the Commissioner of Public Works has requested funds for a preliminary engineering study in connection with the Modification of New York State 110 to include BRT and transportation improvements; and

WHEREAS, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN 076114, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds and twenty percent (20%) County funds; and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal and/or State Marchiselli portion; and

WHEREAS, the Department of Public Works will assign staff funded in the Suffolk County Operating Budget to perform a portion of the tasks as required for the preliminary engineering study phase of this project; and

WHEREAS, sufficient funds are not included in the 2016 Adopted Capital Budget and program to cover the cost of said request and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State Aid; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$1,000,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, 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 New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action; since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-one (61) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete engineering for the Modification of New York State 110 to include BRT and transportation improvements, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the Department of Public Works keeps track of staff and costs associated with the project for chargeback purposes; and be it further

5th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5598

Project Title: Modification of New York State Route 110 to include BRT

	<u>Total Est'd Cost</u>	<u>Current 2016 Capital Budget & Program</u>	<u>Revised 2016 Capital Budget & Program</u>
1. Planning and Design	\$1,000,000	\$ 0	\$ 200,000B
		\$ 0	\$ 800,000F
TOTAL	\$1,000,000	\$ 0	\$ 1,000,000

and be it further

6th **RESOLVED**, that the proceeds of \$200,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5598.110 (Fund 001-Debt Service)	50	Modification of New York State Route 110 to include BRT	\$200,000

and be it further

7th **RESOLVED**, that Federal Aid in the amount of \$800,000 be and it hereby is appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
Ref-525-CAP-5598.110	50	Modification of New York State Route 110 to include BRT	\$800,000

and be it further

8th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of \$200,000; and be it further

9th **RESOLVED**, that the County Comptroller is hereby authorized and directed to accept Federal funding in the amount of \$800,000; and be it further

10th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of \$800,000; and be it further

11th **RESOLVED**, that the County Comptroller is hereby authorized and directed to place into a debt service reserve fund any Federal or State Aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of \$200,000 for the County share; and be it further

12th **RESOLVED**, that the County Comptroller is hereby authorized to accept Federal and/or State Marchiselli aid in connection with this project; and be it further

13th **RESOLVED**, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

14th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

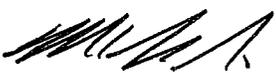
APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1739

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH MODIFICATION OF NEW YORK STATE ROUTE 110 TO INCLUDE BRT AND TRANSPORTATION IMPROVEMENTS (CP 5598)		
3. Purpose of Proposed Legislation		
See No. 2 above.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
There are Federal funds available from the Federal Highway Administration (FHWA) for this project, with a share allocation of eighty (80%) percent Federal funds (\$800,000) and twenty (20%) percent County funds (\$200,000). Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/or state share. If short term notes are issued, the county would incur minimal interest costs. DPW to track staff and related costs associated with this project for chargeback purposes.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
Federal Funds 80% and Suffolk County Serial Bonds 20%.		
9. Timing of Impact		
For Suffolk County Serial Bonds: It is anticipated that bonds will be issued Fall 2016 and debt service will commence Fall 2017. There is no impact in 2016. Earliest debt service fiscal impact will be in the 2017 Operating Budget.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		July 20, 2016

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1739

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER \$1000
TOTAL	\$42,462	\$0.08	\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER \$1000
TOTAL	\$42,462	\$0.08	\$0.001

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
- 3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County

General Obligation Serial Bonds
Level Debt

1739

Term of Bonds	5
Amount to Bond:	\$200,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	\$38,412.47	\$4,050.00	\$42,462.47	\$42,462.47
			\$1,636.07	\$1,636.07	
11/1/2018	2.000%	\$39,190.32	\$1,636.07	\$40,826.40	\$42,462.47
			\$1,239.27	\$1,239.27	
11/1/2019	2.000%	\$39,983.93	\$1,239.27	\$41,223.20	\$42,462.47
			\$834.43	\$834.43	
11/1/2020	2.000%	\$40,793.60	\$834.43	\$41,628.04	\$42,462.47
			\$421.40	\$421.40	
11/1/2021	2.125%	\$41,619.67	\$421.40	\$42,041.07	\$42,462.47
11/1/2022		\$200,000.00	\$12,312.36	\$212,312.36	\$212,312.36
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					
11/1/2033					
11/1/2034					

**FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1739

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
- 3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1739

TITLE OF BILL:

**AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS
IN CONNECTION WITH MODIFICATION OF NEW YORK STATE ROUTE 110 TO INCLUDE
BRT AND TRANSPORTATION IMPROVEMENTS (CP 5598)**

PURPOSE OR GENERAL IDEA OF BILL:

Scoping and design to investigate the feasibility of reconfiguring New York State Route 110 to include BRT and provisions for transportation improvements along the corridor from Amityville to Halesite.

SUMMARY OF SPECIFIC PROVISIONS:

As a Federally funded project (80% Federal), mandated milestones must be met to insure that Federal funds are obtained, including the passage of a County resolution prior to the final federal authorization, which must occur prior to September 30, 2016.

JUSTIFICATION:

This would enable Suffolk County to progress with engineering in connection with the modification of New York State Route 110 to incorporate BRT and transportation improvements.

FISCAL IMPLICATIONS:

Bonds will be issued to finance this project and principal and interest will be incurred over the life of the bonds.

**** Nassau/Suffolk Transportation Coordinating Committee ****
TIP Format Report for Selected Projects on Draft Program
SUFFOLK COUNTY PROGRAM

AGENCY PIN WORKTYPE <AQ STATUS>	PROJECT DESCRIPTION		FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	5-YEAR PROGRAM (FFY) Starting October 01, 2016					POST FFY 2021	
	COUNTY	TOTAL PROJECT COST				PRE FFY 2017	FFY 2017	FFY 2018	FFY 2019	FFY 2020		FFY 2021
SUFFOLK CO. TRANSIT 076104 MOBIL <Exempt>	SUFFOLK	OPERATING ASSISTANCE TO EXPAND SUFFOLK COUNTY ACCESSIBLE TRANSPORTATION SERVICES TO PREVIOUSLY UNSERVED AREAS OF SUFFOLK COUNTY WITH THE EXCEPTION OF SHELTER ISLAND. IT ALSO ENABLES THE COUNTY TO SERVE INTO PARTS OF NASSAU AS FAR WEST AS NYS RT106/107	FTA 5310 04/2016 LOCAL 04/2016	0.000 0.000	MISC MISC	2.520 2.520						
AQC:B2P	SUFFOLK	TPC: \$4.6-\$7.5 M	TOTAL SYR COST :	0.000		5.040	0.000	0.000	0.000	0.000	0.000	0.000
SUFFOLK CO. 076113 RECON <Non-Exempt>	SUFFOLK	SAFE ACCESS TO TRANSIT ALONG NICOLLS ROAD BRT CORRIDOR INCLUDING CONST. OF ADA COMPLIANT RAMP, WALKWAY, BUS SHELTERS, PEDESTRIAN CROSSING SIGNALS AND LIGHTS TO ACCESS TRANSIT STOPS IN VICINITY OF LIRR TRAIN STATIONS IN TOWN OF BROOKHAVEN, SUFFOLK COUNTY	TAP LG URBAN 09/2018 LOCAL 09/2018 TAP LG URBAN 09/2018 LOCAL 09/2018	0.144 0.036 1.308 0.327	CONINSP CONINSP CONST CONST		0.144 0.036 1.308 0.327					
AQC:NON	SUFFOLK	TPC: \$70-\$130 M	TOTAL SYR COST :	1.815		0.000	0.000	1.815	0.000	0.000	0.000	0.000
SUFFOLK CO. 076114 TRANSIT <Non-Exempt>	SUFFOLK	ROUTE 110 BUS RAPID TRANSIT (BRT) CORRIDOR (HALESITE-AMITYVILLE LIRR) TO SERVE MAJOR ASSETS & EMPLOYMENT GENERATORS & ADDRESS SAFETY, CONGESTION & MOBILITY CONCERNS. EXPLORE DEDICATED LANES, QUEUE JUMPS & TRANSIT SIGNAL PRIORITY	CMAQ 04/2016 LOCAL 04/2016 CMAQ 07/2018 LOCAL 07/2018 CMAQ 09/2020 LOCAL 09/2020 CMAQ 09/2020 LOCAL 09/2020 CMAQ 09/2021 LOCAL 09/2021 CMAQ 09/2021 LOCAL 09/2021	0.000 0.000 1.600 0.400 1.200 0.300 10.800 2.700 1.200 0.300 10.800 2.700	PRELDES PRELDES DETLDES DETLDES CONINSP CONINSP CONST CONST CONINSP CONINSP CONST CONST	0.800 0.200		1.600 0.400		1.200 0.300 10.800 2.700		
AQC:NON	SUFFOLK	TPC: \$32-\$50 M	TOTAL SYR COST :	32.000		1.000	0.000	2.000	0.000	15.000	15.000	0.000
SUFFOLK CO. 076115 STUDY <Exempt>	SUFFOLK	SAGTIKOS STATE PARKWAY ALTERNATIVES ANALYSIS STUDY FROM KINGS PARK TO BABYLON TO EXPLORE TRANSIT OPTIONS ALONG THE PARKWAY CORRIDOR. TOWNS OF ISLIP AND SMITHTOWN, SUFFOLK COUNTY	STP LG URBAN 01/2016 LOCAL 01/2016	0.000 0.000	MISC MISC	0.400 0.100						
AQC:C3P	SUFFOLK	TPC: <\$0.75 M	TOTAL SYR COST :	0.000		0.500	0.000	0.000	0.000	0.000	0.000	0.000
SUFFOLK CO. 076128 BRIDGE <Exempt>	SUFFOLK	SC BRIDGE PREVENTIVE MAINTENANCE PROGRAM. THIS INCLUDES CYCLICAL CLEANING, REPAINTING AND CORRECTIVE REPAIRS AS REQUIRED TO EXTEND USEFUL LIFE (WAS 072438)	STP LG URBAN 08/2018 LOCAL 08/2018 STP LG URBAN 08/2018 LOCAL 08/2018	0.080 0.020 0.720 0.180	CONINSP CONINSP CONST CONST		0.080 0.020 0.720 0.180					
AQC:A19P	SUFFOLK	TPC: \$0.6-\$1.5 M	TOTAL SYR COST :	1.000		0.000	0.000	1.000	0.000	0.000	0.000	0.000

1739

COUNTY OF SUFFOLK



1739

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner 

DATE: July 11, 2016

RE: **Appropriating Funds in Connection with Modification of New York State Route 110 to Incorporate BRT and Transportation Improvements (CP 5598)**

Attached is a draft resolution to appropriate the sum of \$1,000,000 for engineering and planning in connection with the above referenced project. There are sufficient funds included in the 2016 Capital Budget for this request.

This funding will provide for design to investigate the feasibility of building a bus rapid transit line by modifying the shoulder of New York Route 110 and constructing traffic signal priority and queue jumps where applicable along this corridor from Amityville to Halesite.

This is a Federally funded project. Mandated milestones must be met to insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization, which must occur prior to September 30, 2016 or the County risks the loss of the Federal funding for this project. **Consequently, a Certificate of Necessity is accompanying this resolution to secure Legislative approval at the July 26 meeting.**

The Suffolk County Council on Environmental Quality has reviewed these types of projects and has determined that projects of this nature constitutes a Type II action, pursuant to Section 617.5(c) (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), therefore, the Legislature has no further responsibilities under SEQRA.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP 5598 (NYS 110 BRT) Approp.doc".

GA/DT/bd
Attachment
cc: CE RESO REVIEW

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

BOND RESOLUTION NO. -2016

**BOND RESOLUTION OF THE COUNTY OF SUFFOLK,
NEW YORK, AUTHORIZING THE ISSUANCE OF
\$1,000,000 BONDS TO FINANCE THE COST OF
MODIFICATION OF NEW YORK STATE ROUTE 110 TO
INCLUDE BRT AND TRANSPORTATION
IMPROVEMENTS (CP 5598.110, PIN 076114)**

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

Section 1. The County of Suffolk, New York (herein called the "County"), is hereby authorized to issue bonds in the principal amount of \$1,000,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), the Suffolk County Charter and other applicable laws, to finance the cost of a preliminary engineering study and plans for the modification of New York State Route 110 to include BRT and transportation improvements, as authorized in the 2016 Capital Budget and Program, as amended. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is \$1,000,000. The plan of finance includes the issuance of \$1,000,000 bonds or bond anticipation notes authorized pursuant to this resolution (\$200,000 County share and \$800,000 Federal share) and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable. It is expected that Federal aid shall be received from the Federal Highway Administration (FHWA) in the amount of \$800,000 (80%) to pay a part of the cost of the project and any such aid is authorized to be expended for such purpose. The County must initially fund the entire cost of the project and expects to be reimbursed, in part, with the Federal aid. The County Comptroller shall be limited to the issuance of bond anticipation notes for such \$800,000 portion of the project cost.

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

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

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in

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

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

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

- (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

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

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

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

DATED:

APPROVED BY:

County Executive of Suffolk County

RECEIVED

2016 JUL 25 P 5:43

CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1742

SUFFOLK COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE

WHEREAS, INTRODUCTORY RESOLUTION NO. -2016

RESOLUTION NO. -2016, AMENDING THE 2016
CAPITAL BUDGET AND PROGRAM AND APPROPRIATING
FUNDS IN CONNECTION WITH PORT JEFFERSON-
WADING RIVER RAILS TO TRAILS PEDESTRIAN AND
BICYCLE PATH (CP 5903.112, PIN 075816)

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. -2016, BECAUSE TO SECURE THE
TOTAL 2016 PAYMENT OF \$830,000, INCLUDING AN ADDITIONAL \$150,000 IN
FEDERAL FUNDING, A PROJECT AGREEMENT NEEDS TO BE FULLY
EXECUTED BY SEPTEMBER 24, 2016 OR THE MONEY WILL BE LOST.
LEGISLATIVE APPROVAL IS THE FIRST STEP TO GETTING THE FULLY
EXECUTED CONTRACTS BACK TO THE FEDERAL GOVERNMENT.

IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 26TH DAY OF
JULY, 2016.



JONATHAN SCHNEIDER
DEPUTY SUFFOLK COUNTY EXECUTIVE

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH PORT JEFFERSON-WADING RIVER RAILS TO TRAILS PEDESTRIAN AND BICYCLE PATH (CP 5903.112, PIN 075816)

WHEREAS, Resolution No. 738-2014 appropriated \$630,000 for engineering and \$50,000 for land acquisition (incidentals) in connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path and apportioned the share allocation as 100% Federal funds; and

WHEREAS, further estimates indicate the need for additional funding for engineering and design of this project; and

WHEREAS, additional Federal and/or State funds have been identified from the Federal Highway Administration for this project, with a share allocation of one hundred percent (100%) Federal funds; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal and/or State Marchiselli portion;

WHEREAS, a portion of the professional engineering services associated with the planning, design and construction of this project have been and may continue to be performed by the staff of the Department of Public Works; and

WHEREAS, sufficient funds are not included in the 2016 Capital Budget and Program to cover the cost of said request under Capital Project 5903 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$150,000 in Suffolk County Serial Bonds for the purpose of issuing Bond Anticipation Notes (BANS), if needed; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, 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 New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action; since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of thirty five (35) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete engineering in connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5903

Project Title: Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path

	<u>Total Est'd Cost</u>	<u>Current 2016 Capital Budget & Program</u>	<u>Revised 2016 Capital Budget & Program</u>
1. Planning/Design/Engineering	\$1,780,000	\$0	\$150,000
2. Land Acquisition	\$50,000	\$0	\$0
3. Construction	<u>\$8,970,000</u>	<u>\$0</u>	<u>\$0</u>
TOTAL	\$10,850,000	\$0	\$150,000

5th **RESOLVED**, that Federal Aid in the amount of \$150,000 be and it hereby is appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
Ref-525-CAP-5903.112	50	Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path	\$150,000

and be it further

6th **RESOLVED**, that the County Comptroller is hereby authorized and directed to limit the serial bond borrowing to \$150,000; and be it further

7th **RESOLVED**, that the County Comptroller is hereby authorized and directed to place into a debt service reserve fund any federal or state aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit; and be it further

8th **RESOLVED**, that the County Comptroller is hereby authorized and directed to accept Federal and/or State funding for up to \$150,000; and be it further

9th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the Federal share of \$150,000; and be it further

10th **RESOLVED**, that the County Comptroller is authorized to accept State and Federal Aid in connection with this project; and be it further

11th **RESOLVED**, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

12th **RESOLVED**, should this Project be discontinued due to recission of property rights or other circumstances prior to the Project's 25 year useful life (calculated on a pro-rated scale – years actually in operation/25 year useful life), the County of Suffolk (Sponsor) shall repay any Federal and/or State Aid received for this project, within 180 days from any recoupment of funds against the State by FHWA for the Federal-Aid used on the project; and be it further

13th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1742

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. _____ - 2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING ADDITIONAL FUNDS IN CONNECTION WITH PORT JEFFERSON-WADING RIVER RAILS TO TRAILS PEDESTRIAN AND BICYCLE PATH (CP 5903.112, PIN 075816)		
3. Purpose of Proposed Legislation		
See No. 2 above.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
There are Federal funds available from Federal High Priority Project Funding and Toll Credits for this project, with a share allocation of one hundred (100%) percent Federal funds (\$150,000). Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/ state or share. DPW to track staff and related costs associated with this project for chargeback purposes.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
Federal Funds 100%.		
9. Timing of Impact		
Upon adoption.		
The appropriations within this resolution shall not be expended, encumbered or authorized, and that no bond or notes shall be issued, for this project until the County is in receipt of the Federal Authorization for this project.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		July 11, 2016

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1742

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
- 3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**** NEW YORK METROPOLITAN TRANSPORTATION COUNCIL ****
ADMINISTRATIVE MODIFICATION: NS14-AN

AGENCY PIN WORKTYPE <AQ STATUS>	PROJECT DESCRIPTION	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	PRE		POST
					FFY 2014	FFY 2018	
AQ CODE	COUNTY	TOTAL PROJECT COST					

From

SUFFOLK CO.	CONSTRUCT 11 MILES OF PEDESTRIAN/BICYCLE TRAIL ALONG THE ABANDONED PORT JEFFERSON-WADING RIVER RAILROAD CORRIDOR SECTION 1602 #1257, NY-139, NY 267	HPP 06/2015 HPP 09/2015 HPP 02/2016 HPP 09/2017 HPP 09/2017 STP ENHANCE 09/2017 LOCAL 09/2017 TOTAL SYR COST :	0.630 0.050 0.359 0.500 5.970 2.000 0.500 10.009	PRELDES ROWINCD DETLDES CONINSP CONST CONST CONST	0.630 0.050	0.359	0.500 5.970 2.000 0.500	0.000	0.000	0.000	0.000
AQC:C14	SUFFOLK	TPC : \$9.5-15.5 M									0.000

To

SUFFOLK CO.	CONSTRUCT 11 MILES OF PEDESTRIAN/BICYCLE TRAIL ALONG THE ABANDONED PORT JEFFERSON-WADING RIVER RAILROAD CORRIDOR SECTION 1602 #1257, NY-139, NY 267	HPP 06/2015 HPP 09/2015 HPP 08/2016 HPP 09/2017 HPP 09/2018 HPP 09/2018 STP ENHANCE 09/2018 LOCAL 09/2018 STP ENHANCE 09/2018 LOCAL 09/2018 TOTAL SYR COST >	0.630 0.050 0.150 0.359 0.945 5.375 0.300 0.075 1.700 0.425 10.009	PRELDES ROWINCD PRELDES DETLDES CONINSP CONST CONINSP CONINSP CONINSP CONST	0.630 0.050	0.150	0.359 0.945 5.375 0.300 0.075 1.700 0.425	0.000	0.000	0.000	0.000
AQC:C14	SUFFOLK	TPC : \$9.5-15.5 M									0.000

Ballot Comment: ROLLOVER OF PROJECT DUE TO PROGRAMMATIC DELAYS

1742

1742

**2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path and Amending Resolution NO. 738-2014 (CP 5903.112, PIN 075816)

PURPOSE OR GENERAL IDEA OF BILL: Additional funding for engineering to design a recreational trail between Port Jefferson and Wading River on property leased from LIPA.

SUMMARY OF SPECIFIC PROVISIONS: This funding is 100% reimbursable from Federal Aid.

JUSTIFICATION: This will enable the County's Consultant to procure services for a LIDAR survey (aerial fly-over) of the proposed Path, as required by PSE&G (LIPA), in order for the project's design to progress.

FISCAL IMPLICATIONS: Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/or state share.

COUNTY OF SUFFOLK



1742

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE
DEPARTMENT OF PUBLIC WORKS
GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: May 25, 2016

RE: **Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path and Amending Resolution No. 738-2014 (CP 5903.112, PIN 075816)**

Attached is a draft resolution to appropriate the sum of \$150,000 in additional funding for engineering in connection with the above referenced project. There is no funding programmed in the 2016 Capital Budget and Program for this project. However, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid.

This additional funding will enable the County's Consultant to procure services for a LIDAR survey (aerial fly-over) of the proposed Path, required by PSE&G (formerly LIPA), as the property has been leased by the County from PSE&G. This funding will also enable the County's Consultant to pay PSE&G's fee for their analysis of the Survey.

Through Federal HPP Funding and Toll Credits, this request will be 100% reimbursable, however, the County must first-instance fund the request. As this is a Federally funded project, mandated milestones must be met to insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization.

The Suffolk County Council on Environmental Quality has reviewed these types of projects and has determined that projects of this nature constitutes a Type II action, pursuant to Section 617.5(c) (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), therefore, the Legislature has no further responsibilities under SEQRA.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-Amend 738-2014(CP 5903 RTT).doc".

GA/WH/td
attach.

cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1742

1. Type of Legislation Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law <input type="checkbox"/>		
2. Title of Proposed Legislation AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING ADDITIONAL FUNDS IN CONNECTION WITH PORT JEFFERSON-WADING RIVER RAILS TO TRAILS PEDESTRIAN AND BICYCLE PATH (CP 5903.112, PIN 075816)		
3. Purpose of Proposed Legislation SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="checkbox"/> County	<input type="checkbox"/> Town	<input type="checkbox"/> Economic Impact
<input type="checkbox"/> Village	<input type="checkbox"/> School District	<input type="checkbox"/> Other (Specify):
<input type="checkbox"/> Library District	<input type="checkbox"/> Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact There are Federal Funds available from Federal HPP Funding and Toll Credits for this project, with a share allocation of one hundred (100%) percent Federal funds (\$150,000). Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/or state share. If short term notes are issued, the county would incur minimal interest costs. DPW to track staff and related costs associated with the project for chargeback purposes.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding Federal Funds 100%		
9. Timing of Impact For Suffolk County Serial Bonds: It is anticipated that bonds will be issued fall of 2016 and debt service will commence Fall 2017. There will be no fiscal impact in 2016. The appropriations within this resolution shall not be expended, encumbered or authorized, and that no bond or notes shall be issued for this project, until the County is in receipt of the Federal Authorization for this project.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date

BOND RESOLUTION NO.

-2016

**BOND RESOLUTION OF THE COUNTY OF SUFFOLK,
NEW YORK, AUTHORIZING THE ISSUANCE OF \$150,000
BONDS TO FINANCE A PORTION OF THE PLANNING
AND SURVEYING COSTS ASSOCIATED WITH THE
PORT JEFFERSON-WADING RIVER RAILS TO TRAILS
PEDESTRIAN AND BICYCLE PATH (CP 5903.112 PIN
075816)**

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

Section 1. The County of Suffolk, New York (herein called the "County"), is hereby authorized to issue bonds in the principal amount of \$150,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), the Suffolk County Charter and other applicable laws, to finance a portion of the planning costs associated with the contemplated Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path, including engineering services, as authorized in the 2016 Capital Budget and Program, as amended. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is \$830,000. The plan of financing includes (a) the issuance of \$680,000 bonds or bond anticipation notes heretofore authorized pursuant to Bond Resolution No. 738-2014 as amended by Resolution number 57-2015; (b) the issuance of \$150,000 bonds or bond anticipation notes authorized pursuant to this resolution; and (c) the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable. It is expected that Federal aid available from the Federal Highway Administration (FHWA) in the amount of \$150,000 (100%) shall be received to pay the cost of the project and such aid is authorized to be expended for such purpose. The County must initially fund the entire cost of the project and expects to be reimbursed, in full, from such Federal aid. The County Comptroller shall be limited to the issuance of bond anticipation notes for the Federal share.

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

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

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

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

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

- (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

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

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

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

RECEIVED

2016 JUL 25 P 5:43
CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION

LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE

WHEREAS, INTRODUCTORY RESOLUTION NO. 1747 - 2016

RESOLUTION NO. -2016, AMENDING THE SUFFOLK
COUNTY CLASSIFICATION AND SALARY PLAN IN
CONNECTION WITH A NEW POSITION TITLE IN THE
DISTRICT ATTORNEY'S OFFICE AND THE POLICE
DEPARTMENT: PARALEGAL

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. -2016, BECAUSE THE DESK AUDITS
OF THE PARALEGAL ASSISTANTS WERE COMPLETED IN JUNE OF 2016 AND
DETERMINED THAT THE INDIVIDUALS CURRENTLY IN THE ASSISTANT
TITLE SHOULD BE CLASSIFIED AS PARALEGALS.

IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 25TH DAY OF
JULY, 2016.



JONATHAN SCHNEIDER
DEPUTY SUFFOLK COUNTY EXECUTIVE

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE DISTRICT ATTORNEY'S OFFICE AND THE POLICE DEPARTMENT: PARALEGAL

WHEREAS, the Department of Civil Service/Human Resources has completed a review of the duties and responsibilities of the Paralegal Assistant positions in the District Attorney's Office and the Police Department; and

WHEREAS, on the basis of this review has determined that a new title of Paralegal be created to replace the existing Paralegal Assistant title; and

WHEREAS, there are sufficient unexpended and uncommitted funds in both departments to cover the cost; now, therefore be it

1st RESOLVED, that the Suffolk County Classification and Salary Plan be hereby amended as follows:

ADDITION TO CLASSIFICATION AND SALARY PLAN

<u>Spec No.</u>	<u>JC</u>	<u>Position Title</u>	<u>Grade</u>	<u>BU</u>
6139	C	Paralegal	17	02

DELETION FROM CLASSIFICATION AND SALARY PLAN

6140	C	Paralegal Assistant	14	02
------	---	---------------------	----	----

and be it further

2nd RESOLVED, that the provisions of the within resolution shall take effect on the first day of the first pay period immediately succeeding its adoption; and be it further

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

DATED:

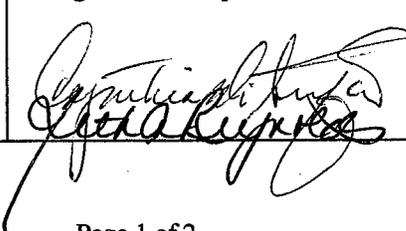
APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1747

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation RESOLUTION No. <u> </u> AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE DISTRICT ATTORNEY'S OFFICE AND THE POLICE DEPARTMENT: PARALEGAL		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> </u> No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
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.		
8. Proposed Source of Funding		
9. Timing of Impact		
10. Typed Name & Title of Preparer	11. Signature of Preparer	
Cynthia DiStefano Director of Classification Beth A Reynolds	 	
	July 7, 2016 7/15/16	

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1747

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 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.

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1747

TITLE OF BILL: A Resolution amending the Suffolk County Classification and Salary Plan in Connection with a new position title in the District Attorney's Office and the Police Department: Paralegal

PURPOSE OR GENERAL IDEA OF BILL: To provide an appropriate title and salary grade for the responsibilities inherent in the position.

SUMMARY OF SPECIFIC PROVISIONS: This Resolution adds the new title of Paralegal to the Classification and Salary Plan for use in the District Attorney's Office and the Police Department. It does not list positions to be created and abolished because existing positions will be reclassified to the new title after it is created.

JUSTIFICATION: The County's Paralegal Assistants came before the Salary and Appeals Board seeking a grade increase. In addition to stating that their work and the qualifications needed for appointment were inappropriately graded at 14, they felt that their title was misleading because to them it meant that they assisted Paralegals. The Board referred their issues to the Civil Service Department because the title itself was in question, a matter beyond the scope of the Board. Civil Service's search of the internet revealed that Paralegal Assistant is not a title found elsewhere. References are to Paralegals and Legal Assistants, titles seemingly used interchangeably. In addition, minimum qualifications that include a requirement for a Bachelor's Degree have a standard grade of 17. In order to resolve the grade inequity and establish a title for use in the County that conforms to universal usage, a new title of Paralegal is requested at a grade 17.

FISCAL IMPACT: None

1747

DISTINGUISHING FEATURES OF THE CLASS

An employee in this class provides specialized assistance to attorneys in researching questions of law, investigating facts and preparing various legal documents. The employee may research questions of law preparatory to and during trial for reference and use by attorneys in court. Does related work as required.

TYPICAL WORK ACTIVITIES

Researches questions of law preparatory to and during trial for reference and use in court by attorneys;

Prepares trial notebooks for the Attorney;

Researches case law and prepares case briefs;

Researches legal issues in a law enforcement agency under the direction of an attorney;

Drafts routine motion papers in civil and/or criminal matters, and, after review by an attorney, files papers with the court;

Reviews case files to insure legal sufficiency, a sound factual basis for evidence, and the availability of evidence in pending civil or criminal matters;

Conducts preliminary interviews of complainants and witnesses;

Prepares capsule reports of witnesses' observations and/or the nature of a complaint for review and determination by an attorney;

May be asked to appear in court with an Attorney;

May be asked to prepare initial draft of responses to Complaints or Demand Discoveries for review by an Attorney;

May be asked to conduct initial review of resumes for the potential hire of legal staff;

May attend real estate closings.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Thorough knowledge of legal reference sources; thorough knowledge of legal documents, legal terminology and the general course of legal proceedings; ability to conduct preliminary legal research and analysis; ability to prepare reports and legal documents; ability to establish and maintain effective working relationships with attorneys and other staff members; ability to express oneself clearly and concisely, both orally and in writing; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS**OPEN COMPETITIVE**

Either:

(a) Graduation from a college with federally-authorized accreditation or registration by NY State with a Bachelor's Degree in Paralegal Studies; or,

(b) Graduation from a college with federally-authorized accreditation or registration by NY State with an Associate's Degree in Paralegal Studies and two (2) years of clerical experience in a law office, at least one (1) year of which included drafting motions and doing preliminary legal research; or,

(c) Successful completion of a Paralegal Assistant certificate program given by a college or business school with federally-authorized accreditation or registration by NY State and three (3) years of clerical experience in a law office, at least two (2) years of which included drafting motions and doing preliminary legal research.

SUFFOLK COUNTY
Competitive

COUNTY OF SUFFOLK



1747

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF CIVIL SERVICE/HUMAN RESOURCES
WILLIAM J. LINDSAY COUNTY COMPLEX BLDG. 158
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5500
FAX (631) 853-6305

ALAN SCHNEIDER
PERSONNEL DIRECTOR

interoffice memorandum

TO: Jon Schneider, Deputy County Executive
FROM: Cynthia DiStefano, Director of Classification 
DATE: July 7, 2016
RE: Request for Addition to Classification and Salary Plan

~~~~~

A draft of a resolution to amend the Classification and Salary Plan to add the title Paralegal is attached. We have determined that a new title is needed for the positions in the District Attorney's Office and the Police Department to conform them with the currently accepted title for those responsible for assisting attorneys with legal research and document preparation and to establish a grade commensurate with the requirements and equal to other titles with similar requirements. The County's Paralegal Assistant title is not replicated anywhere and an internet search brings up the synonymous titles of Paralegal and Legal Assistant, but no Paralegal Assistants. The current minimum qualifications include a Bachelor's Degree in Paralegal Studies. It is standard practice to establish a grade of 17 for titles requiring a Bachelor's Degree; Paralegal Assistant is a Grade 14, equivalent to a Principal Clerk

Please initiate this resolution to add the new title to the Classification and Salary Plan. The Resolution does not include a listing of positions to be created and abolished. When the title is in place, the twelve current Paralegal Assistant positions will be reclassified to Paralegal. A draft of our proposed specification is attached for your reference.

An e-mail version of the resolution has been sent to CE RESO REVIEW saved under the title "Reso-DA and PD-Paralegal 7-16."

RECEIVED

2016 JUL 25 P 5:43

CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. 1749

COUNTY LEGISLATURE  
SUFFOLK COUNTY, N.Y.  
HAUPPAUGE

WHEREAS, INTRODUCTORY RESOLUTION NO. -2016

RESOLUTION NO. -2016, AUTHORIZING CERTAIN  
TECHNICAL CORRECTIONS TO ADOPTED RESOLUTION  
NO. 482-2016

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. -2016, BECAUSE THE CONTRACT  
BETWEEN THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE  
SERVICES AND SUFFOLK COUNTY CANNOT BE EXECUTED UNTIL A  
RESOLUTION CORRECTS THE ALLOCATION OF GRANT FUNDING.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 26<sup>TH</sup> DAY OF  
JULY, 2016.

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

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2016, AUTHORIZING CERTAIN  
TECHNICAL CORRECTIONS TO ADOPTED RESOLUTION NO.  
482-2016**

**WHEREAS**, the County Legislature has adopted and the County Executive has signed Resolution No. 482-2016 "Accepting and appropriating a grant in the amount of \$1,068,093 from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination (GIVE) III program with 90.84% support; and

**WHEREAS**, said resolution when adopted contained certain technical errors; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the Clerk of the Legislature shall make the following technical corrections:

**Resolution No. 482-2016**

Under the fourth, fifth and sixth Whereas paragraphs, the following corrections need to be made:

**WHEREAS**, [\$369,789] \$328,989 in permanent salary expense and [\$147,904] \$128,324 in fringe benefits of the District Attorney's Office funding for the program has been included in the 2016 Suffolk County Operating Budget and in the 2017 Operating Budget Request; and

**WHEREAS**, [\$517,693] \$457,313 in revenue of the District Attorney's Office funding for the program has been included in the 2016 Suffolk County Operating Budget and in the 2017 Operating Budget Request; and

**WHEREAS**, [\$550,400] \$610,780 in said grant funds have not been included in the 2016 Suffolk County Operating Budget; and

Under the 1<sup>st</sup> Resolved paragraph, the following corrections need to be made:

**REVENUES:**

| Fund | Department | Unit | Revenue Code | Amount                   |
|------|------------|------|--------------|--------------------------|
| 001  | DIS        | 1167 | 3386         | 20,000                   |
| 001  | POL        | 3762 | 3386         | [395,500] <u>455,880</u> |
| 001  | PRO        | 3170 | 3386         | 51,000                   |
| 001  | MED        | 4730 | 3386         | 10,000                   |
| 001  | SHF        | 3136 | 3386         | 73,900                   |

Police Department (POL)  
GIVE III 2016  
001-POL-3762 – [\$395,500] \$455,880

4500-FEES FOR SERVICES: \$60,380

| <u>Fund</u> | <u>Dept</u> | <u>Budget Type</u> | <u>Unit</u> | <u>Object</u> | <u>Activity</u> | <u>Description</u>                         | <u>Amount</u>   |
|-------------|-------------|--------------------|-------------|---------------|-----------------|--------------------------------------------|-----------------|
| <u>001</u>  | <u>POL</u>  | <u>DEG</u>         | <u>3762</u> | <u>4560</u>   | <u>0000</u>     | <u>Fees for Services:<br/>Non-Employee</u> | <u>\$60,380</u> |

DATED:

APPROVED BY:

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

Date:

**COUNTY OF SUFFOLK  
NEW YORK**



**POLICE DEPARTMENT**

**TIMOTHY D. SINI**  
POLICE COMMISSIONER

**TO: Jon Schneider, Deputy County Executive  
Suffolk County Executive's Office**

**FROM: Robert G. Cassagne, Chief of Support Services  
Suffolk County Police Department** 

**DATE: July 15, 2016**

**SUBJECT: Resolution Package & SCIN Forms for a Resolution Authorizing Certain Technical  
Corrections to Adopted Resolution No. 482-2016 for the GIVE III 2016 Grant Program**

**Certificate of Necessity requested for July 26, 2016 General Meeting**

---

Attached please find the following for the New York State Division of Criminal Justice Services sponsored **GIVE III 2016 Grant Program**:

- o Draft Grant Resolution
- o Memorandum of Support
- o Request for Certificate of Necessity
- o Grant SCIN Forms
- o Request for Introduction of Legislation
- o Financial Impact Statement
- o Copy of grant award letter and approved budget

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 is a one year project with no extensions given, we request that this resolution to correct the funding allocations for the project be passed at the July 26, 2016 General Meeting of the Legislature, in order to allow program activities to begin as soon as possible and not risk loss of funding.**

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

RGC/sf

**ACCREDITED LAW ENFORCEMENT AGENCY**

Visit us online at: [www.suffolkpd.org](http://www.suffolkpd.org)

Crime Stoppers Confidential Tip Hotline: 1-800-220-TIPS

Non-Emergencies Requiring Police Response - Dial: (631) 852-COPS

30 Yaphank Avenue, Yaphank, New York 11980 - (631) 852-6000



**2016 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Authorizing certain technical corrections to adopted Resolution No. 482-2016

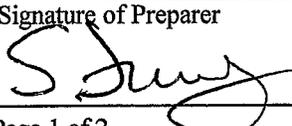
PURPOSE OR GENERAL IDEA OF BILL: To properly allocate grant funds between the District Attorney's Office and the Suffolk County Police Department because the grantor reallocated funding after Resolution No. 482-2016 had already been laid on the table.

SUMMARY OF SPECIFIC PROVISIONS: This grant program will support an anti-violence program that provides investigative and patrol support for a variety of initiatives as well as dedicated prosecution efforts to address gun-related crime in Suffolk. In addition, the project provides for supporting equipment, software, confidential funds and consultant services. Approval of this resolution will allow for the transfer of grant funding for a Research Technician position in the District Attorney's Office to the Suffolk County Police Department's GIVE III grant for a Crime Analysis Consultant. This transfer of funds has the approval of the grantor, and is reflected in the attached copy of the SCPD grant budget. This change was made by the grantor after the original resolution was already laid on the table.

JUSTIFICATION: Through analysis of Uniform Crime Reporting statistics for Part 1 Crimes, DCJS has identified 17 counties in New York State for assistance through the GIVE Program.

FISCAL IMPLICATIONS: Grant contract execution is held up until this resolution properly allocates funds. Because this is a one year grant, with no possibility of extension, delay in contract execution delays program expenditures, with the possibility of loss of funding

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<br>Authorizing certain technical corrections to adopted Resolution No. 482-2016                                                                                                                                                                                                |                                                                                                                   |                                        |
| 3. Purpose of Proposed Legislation<br>To properly allocate grant funds between the District Attorney's Office and the Suffolk County Police Department because the grantor reallocated funding after Resolution No. 482-2016 had already been laid on the table.                                                |                                                                                                                   |                                        |
| 4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>XX</u> No                                                                                                                                                                                                                    |                                                                                                                   |                                        |
| 5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)                                                                                                                                                                                                 |                                                                                                                   |                                        |
| <input checked="" type="radio"/> County                                                                                                                                                                                                                                                                         | <input type="radio"/> Town                                                                                        | <input type="radio"/> Economic Impact  |
| <input type="radio"/> Village                                                                                                                                                                                                                                                                                   | <input type="radio"/> School District                                                                             | <input type="radio"/> Other (Specify): |
| <input type="radio"/> Library District                                                                                                                                                                                                                                                                          | <input type="radio"/> Fire District                                                                               |                                        |
| 6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact<br><br>Grant contract execution is held up until this resolution properly allocates funds. Because this is a one year only grant, delay in contract execution delays program expenditures, with the possibility of loss of funding. |                                                                                                                   |                                        |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.<br><br>The funds provided by this grant must be expended between July 1, 2016 and June 30, 2017.                                                                                                               |                                                                                                                   |                                        |
| 8. Proposed Source of Funding<br><br>NYS Division of Criminal Justice Services                                                                                                                                                                                                                                  |                                                                                                                   |                                        |
| 9. Timing of Impact<br><br>Effective upon adoption.                                                                                                                                                                                                                                                             |                                                                                                                   |                                        |
| 10. Typed Name & Title of Preparer<br>Sarah Furey<br>Sr. Grants Analyst                                                                                                                                                                                                                                         | 11. Signature of Preparer<br> | 12. Date<br>7/15/16                    |

  
7/20/16

**FINANCIAL IMPACT  
2016 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

|       | 2016<br>PROPERTY TAX LEVY | 2016<br>COST TO AVG TAXPAYER | 2016 FV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|--------------------------------|
| TOTAL | \$0                       | \$0.00                       | \$0.000                        |

**POLICE DISTRICT AND DISTRICT COURT**

|       | 2016<br>PROPERTY TAX LEVY | 2016<br>COST TO AVG TAXPAYER | 2016 FV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|--------------------------------|
| TOTAL | \$0                       | \$0.00                       | \$0.000                        |

**COMBINED**

|       | 2016<br>PROPERTY TAX LEVY | 2016<br>COST TO AVG TAXPAYER | 2016 FV TAX<br>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, 2015.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
- 3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

|                                                                                  |                                        |                                   |
|----------------------------------------------------------------------------------|----------------------------------------|-----------------------------------|
| <b>COORDINATION OF GRANT APPLICATION OR CONTRACT</b><br><b>County of Suffolk</b> |                                        | <b>DATE 4/16/16, rev 7/15/16</b>  |
| Submitting Department/Agency<br>Suffolk County Police Department                 | Location<br>30 Yaphank Avenue, Yaphank |                                   |
| Contact Person In Department/Agency<br>Sarah Furey<br>Sr. Grants Analyst         | Telephone Number<br>852-6042           | Grant Application Due Date<br>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**

1. Grant Title **Gun Involved Violence Elimination (GIVE) III 2016**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) FY2016-2017 NYS Budget, Administered by NYS Division of Criminal Justice Services

3. Grant/Contract Status (Check One Box)  
 A. \_\_\_ New Program Application  
 B. X Renewal Application  
 C. \_\_\_ Supplemental (Specify) \_\_\_\_\_  
 D. \_\_\_ Extension of Funding Period  
 E. \_\_\_ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)  
 Grant funding will allow the Suffolk County Police Department, the Suffolk County District Attorney, the Suffolk County Crime Lab, Suffolk County Probation Department and the Suffolk County Sheriff's Office to continue to participate in a multi-agency effort to reduce gun violence and other violent crime in Suffolk County.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.) Police, District Attorney, Crime Lab, Probation, Sheriff

**II. BUDGET INFORMATION**

1. Term of Contract From 7/1/16 To: 6/30/17

2. Financial Assistance Requested

| SOURCE       | FIRST FUNDING CYCLE<br>Combined agency funds |             | SECOND FUNDING CYCLE<br>Combined agency funds |             | THIRD FUNDING CYCLE<br>Combined agency funds |             |
|--------------|----------------------------------------------|-------------|-----------------------------------------------|-------------|----------------------------------------------|-------------|
|              | Amount                                       | Percent     | Amount                                        | Percent     | Amount                                       | Percent     |
| Federal      | \$                                           | %           | \$                                            | %           | \$                                           | %           |
| State        | \$1,116,067                                  | 91.84%      | \$1,068,093                                   | 89.47%      | \$1,068,093                                  | 90.84%      |
| Private      | \$                                           | %           | \$                                            | %           | \$                                           | %           |
| County       | \$99,182                                     | 8.16%       | \$125,736                                     | 10.53%      | \$107,720                                    | 9.16%       |
| <b>Total</b> | <b>\$1,215,249</b>                           | <b>100%</b> | <b>\$1,193,829</b>                            | <b>100%</b> | <b>\$1,175,813</b>                           | <b>100%</b> |

| 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:                                                                                                                                                                                                                   | \$107,720              | \$                                                                  | \$107,720                            |
| A. Cash Contribution                                                                                                                                                                                                                  | \$107,720              | \$                                                                  | \$107,720                            |
| 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, continuation of this program will be re-evaluated based on community need and available resources of the various Departments.                                       |                        |                                                                     |                                      |
| 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).                                                             |                        |                                                                     |                                      |
| <b>III. COUNTY EXECUTIVE'S OFFICE REVIEW</b>                                                                                                                                                                                          |                        |                                                                     |                                      |
| 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 2016

Page 1 of 3

REMARKS

APPROPRIATION NUMBER  
IN-KIND CONTRIBUTIONAPPROPRIATION NUMBER  
COUNTY FUNDSAPPROPRIATION NUMBER  
GRANTOR FUNDS

## CATEGORY

## 1000 PERSONAL SERVICES:

1100 Permanent Salaries  
1110 Interim Salaries  
1120 Overtime Salaries

750,889  
328,989  
421,900

## 2000 EQUIPMENT:

2010 Furniture & Fixtures  
2020 Office Machines  
2090 Radio and Communication  
2500 Other Equip Not Otherwise

32,500  
  
32,500

## 3000 SUPPLIES MATERIALS &amp; OTHERS:

3040 Outside Printing  
3160 Computer Software  
3370 Medical, Dental & Laboratory Supplies  
3390 Policeman Supplies  
3500 Other Unclassified  
3680 Repairs: Special Equipment

1,500  
1,500

## 4000 CONTRACTUAL EXPENSES:

4010 Telephone & Telegraph  
4015 Cellular Communications  
4210 Computer Services

10,000  
10,000

## 4300 TRAVEL:

4310 Employee Misc - Expenses  
4330 Travel Employee Contracts  
4340 Travel Other Contracts

4,500  
4,500

SCIN Form 164D (10-80)

| GRANT BUDGET ANALYSIS                                                                                                                                   |                                    | COUNTY BUDGET YEAR 2015 SCPD ONLY |                                           |                                                                | Page 2 of 3 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------------|-------------------------------------------|----------------------------------------------------------------|-------------|
| CATEGORY                                                                                                                                                | APPROPRIATION NUMBER GRANTOR FUNDS | APPROPRIATION NUMBER COUNTY FUNDS | APPROPRIATION NUMBER IN-KIND CONTRIBUTION | REMARKS                                                        |             |
| 4400 FEES FOR FACILITIES<br>4410 Rent: Offices & Buildings                                                                                              |                                    |                                   |                                           |                                                                |             |
| 4500 FEES FOR SERVICES:<br>4560 Fees for Services, Non-Employees                                                                                        | 60,380<br>60,380                   |                                   |                                           |                                                                |             |
| 4700 MISCELLANEOUS<br>4770 Special Services                                                                                                             | 20,000<br>20,000                   |                                   |                                           |                                                                |             |
| 4900 CONTRACTED SERVICES (LIST)<br>4980-Contracted Agencies<br>001-3762-4980-XXXX-To Be Determined                                                      | 60,000<br>60,000                   |                                   |                                           |                                                                |             |
| 8000 EMPLOYEE BENEFITS:<br>8280 Retirement<br>8300 Insurance: Worker Compensation<br>8330 Social Security<br>8360 Health Insurance<br>8380 Benefit Fund | 128,324                            | 107,720<br>92,495<br>15,225       |                                           | County costs not eligible for reimbursement under this program |             |
| OTHER (List Source & Brief Explanation)                                                                                                                 |                                    |                                   |                                           |                                                                |             |

I certify that the above in-kind contribution are not currently being used to support other grants  
 SCIN Form 164D (10-80)

| DETAIL LISTING OF 1000 ACCOUNT              |              | PERSONAL SERVICES |               |                        | Page 3 of 3 |
|---------------------------------------------|--------------|-------------------|---------------|------------------------|-------------|
| TITLE OF POSITION                           | GRADE / STEP | SALARY            | EMPLOYEE NAME | SOURCE OF FUNDING BY % |             |
|                                             |              |                   |               | GRANTOR                | COUNTY      |
|                                             |              |                   |               |                        | IN-KIND     |
| Police Officer                              | 6            | OT                | Various       | 100                    |             |
| Sergeant                                    |              | OT                | Various       | 100                    |             |
| Lieutenant                                  |              | OT                | Various       | 100                    |             |
| Detective                                   | 4            | OT                | Various       | 100                    |             |
| Detective Sergeant                          |              | OT                | Various       | 100                    |             |
| Detective Lieutenant                        |              | OT                | Various       | 100                    |             |
| Research Technician                         | 17           | OT                | Various       | 100                    |             |
| Research Analyst                            | 20           | OT                | Various       | 100                    |             |
| Senior Research Analyst                     | 24           | OT                | Various       | 100                    |             |
| Principal Assistant District Attorney (ADA) |              |                   |               |                        |             |
| ADA                                         |              |                   |               |                        |             |
| Deputy Bureau Chief                         |              |                   |               |                        |             |
| Victims Advocate                            |              |                   |               |                        |             |
| Deputy Sheriff Sergeant                     |              | OT                |               | 100                    |             |
| Deputy Sheriff Sergeant Investigator        |              | OT                |               | 100                    |             |
| Deputy Sheriff                              |              | OT                |               | 100                    |             |
| Deputy Sheriff Investigator                 |              | OT                |               | 100                    |             |
| Firearms Analyst                            |              | OT                |               | 100                    |             |
| Probation Officers                          |              | OT                |               | 100                    |             |

**REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION  
OFFICE OF THE COUNTY EXECUTIVE  
COUNTY OF SUFFOLK**

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

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**Submitting Department  
(Dept. Name & Location)**

Suffolk County Police Department  
30 Yaphank Avenue, Yaphank

**Department Contact Person  
(Name & Phone No.)**

Sarah Furey, Senior Grants Analyst  
852-6042

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**Resolution Involves:**

Technical Amendment

New Program

Grant Award

Contract (New\_\_ Rev.\_\_)

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**Explanation of Proposed Resolution**

Authorizing certain technical corrections to adopted Resolution No. 482-2016, for the Countywide Gun Involved Violence Elimination (GIVE) III 2016 grant program

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**Summary of Resolution Benefits**

Approval of this resolution will allow for the transfer of grant funding for a Research Technician position in the District Attorney's Office to the Suffolk County Police Department's GIVE III grant for a Crime Analysis Consultant. This transfer of funds has the approval of the grantor, and is reflected in the attached copy of the SCPD grant budget. This change was made by the grantor after the original resolution was already laid on the table.



**Division of Criminal  
Justice Services**

**ANDREW M. CUOMO**  
Governor

**MICHAEL C. GREEN**  
Executive Deputy Commissioner

April 6, 2016

The Honorable Thomas Spota  
Suffolk County District Attorney  
North County Complex  
Veterans Memorial Highway, Building 77  
Hauppauge, NY 11788

Mr. Timothy D. Sini  
Acting Police Commissioner  
Suffolk County Police Department  
30 Yaphank Avenue  
Yaphank, NY 11980

**RE: Gun Involved Violence Elimination**

Dear District Attorney Spota and Acting Commissioner Sini:

I am pleased to advise you that the NYS Division of Criminal Justice Services (DCJS) has awarded your jurisdiction a Gun Involved Violence Elimination (GIVE) award of \$1,068,093 for the contract period 7/01/16 to 6/30/17. These funds are to be used by your partnership to support targeted firearm and violent crime reduction efforts.

The attached spreadsheet represents your county's entire budget request for GIVE and the amount of funding approved by DCJS for each individual request. The process DCJS utilizes to make GIVE award decisions is deliberate and focuses on awarding funds to positions and items deemed critical to the successful implementation of the proposed strategies. Participating agencies are expected to use the approved budget in the "Awarded Budget" column, on the attached, when developing this year's GIVE contract.

Please note and complete the following information within 30 days of receiving this notice to further facilitate the development of your contract:

- Ensure that all prior year contracts are in compliance with contract conditions (up-to-date progress reports, vouchers, fiscal cost reports and detailed itemization forms).
- Contracts will be one year renewals as delineated in the SFY 2015-16 GIVE Request for Applications.
- Grantees receiving in excess of \$25,000 must submit:
  - Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form (DCJS-3301)
  - Local Assistance MWBE NPS Discretionary Budget Determination Worksheet (DCJS-3309)

These forms can be located at:

<http://www.criminaljustice.ny.gov/ofpa/mwbe/mwbe-forms.htm>

- Grantees receiving in excess of \$250,000 must also submit the Local Assistance MWBE Equal Employment Opportunity Staffing Plan (DCJS-3300).

This form can be located at: <http://www.criminaljustice.ny.gov/ofpa/mwbe/mwbe-forms.htm>.

Should you have any questions, please contact Charles Tyree in the DCJS Office of Public Safety at (518) 485-7623 or e-mail [Charles.Tyree@dcjs.ny.gov](mailto:Charles.Tyree@dcjs.ny.gov) or Joann Tierney-Daniels in the DCJS Office of Program Development and Funding at (518) 457-8404 or e-mail at [Joann.Tierney-Daniels@dcjs.ny.gov](mailto:Joann.Tierney-Daniels@dcjs.ny.gov). The GIVE initiative is a critical component of New York's shooting and homicide reduction strategy. We look forward to continuing our strong partnerships to make New York the safest large state in the nation.

Very truly yours,



Michael C. Green  
Executive Deputy Commissioner

MCG:JTD:kaf  
Attachment (1)

cc: Vincent DeMarco, Suffolk County Sheriff's Office  
Patrick Dlhopsky, Suffolk County Probation  
Joann Tierney-Daniels, DCJS  
Charles Tyree, DCJS

**Additional back-up material regarding IR 1749 is on file in the**

**Legislative Clerk's Office, Hauppauge, as well as online.**

CN 1749-16

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>STATE AGENCY</b><br/>                 Division of Criminal Justice Services<br/>                 80 South Swan Street<br/>                 Albany, NY 12210</p>                                                                                                                                                                                                                                                                                                                   | <p><b>NYS COMPTROLLER'S NUMBER:</b> C484412<br/>                 (Contract Number)</p> <p><b>ORIGINATING AGENCY CODE:</b> 01490 - Division of Criminal Justice Services</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)<br/>                 Suffolk County<br/>                 H Lee Dennison Building<br/>                 100 Veterans Memorial Highway<br/>                 Hauppauge, NY 11788-5402</p>                                                                                                                                                                                                                                                | <p><b>TYPE OF PROGRAMS:</b> Project GIVE<br/> <b>DCJS NUMBERS:</b> GV15484412<br/>                 GV16484412<br/> <b>CFDA NUMBERS:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>FEDERAL TAX IDENTIFICATION NO.:</b> 116000464<br/> <b>MUNICIPALITY NO.:</b> (if applicable) 470100000000</p>                                                                                                                                                                                                                                                                                                                                                                      | <p><b>INITIAL CONTRACT PERIOD:</b><br/>                 FROM 07/01/2015 TO 06/30/2017<br/> <b>FUNDING AMOUNT FROM INITIAL PERIOD:</b> \$851,380.00</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>STATUS:</b><br/>                 Contractor is not a sectarian entry.<br/>                 Contractor is not a not-for-profit organization.</p>                                                                                                                                                                                                                                                                                                                                   | <p><b>MULTI-YEAR TERM:</b> (if applicable): 0 1-year renewal options.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p><b>CHARITIES REGISTRATION NUMBER:</b></p> <p><input type="text"/></p> <p>(Enter number or Exempt)<br/>                 if "Exempt" is entered above, reason for exemption.<br/> <u>N/A</u></p> <p><input type="checkbox"/> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p>                                                                                                         | <p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input checked="" type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input checked="" type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> Other (Identify)</p> <p>Appendix M</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 Division of Criminal Justice Services<br/>                 BY: _____ Date: _____<br/>                 Office of Program Development and Funding</p> <p><b>State Agency Certification:</b> "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".</p> <p>GRANTEE:<br/>                 BY: Mr. Dennis M. Cohen , Chief Deputy County Executive Date: _____</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>ATTORNEY GENERAL'S SIGNATURE</p> <p>_____<br/>                 Title: _____<br/>                 Date: _____</p>                                                                                                                                                                                                                                                                                                                                                                     | <p>APPROVED,<br/>                 Thomas P. DiNapoli, State Comptroller</p> <p>_____<br/>                 Title: _____<br/>                 Date: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**Award Contract**

**Project GIVE**

**Project No.**  
 GV15-1079-D01

**Grantee Name**  
 Suffolk County

07/15/2016

**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

Project GIVE

**Project No.**

**Grantee Name**

GV15-1079-D01

Suffolk County

07/15/2016

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, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or

distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer

identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

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

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

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

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

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

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

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

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

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

January, 2014

Certified by - on

**Award Contract**

**Project GIVE**

**Project No.**

**Grantee Name**

GV15-1079-D01

Suffolk County

07/15/2016

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.
6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.
7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

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

B. For Federally funded grants:

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

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

support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:

[http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/). The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

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

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

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

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

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of

DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

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

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

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

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

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

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

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

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

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

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

required in Appendix D.

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

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

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

Calendar Quarter  
Report Due

January 1 - March 31  
April 30

April 1 - June 30  
July 31

July 1 - September 30  
October 31

October 1 - December 31  
January 31

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

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

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

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

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

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

- Activities to be performed;
- Time schedule;

Project policies;

- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

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

## 25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

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

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: [http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/).

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

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

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

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

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

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

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

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

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013

Certified by - on

**Award Contract**

**Project GIVE**

**Project No.**

**Grantee Name**

GV15-1079-D01

Suffolk County

07/15/2016

**APPENDIX B - Budget Summary by Participant**

Suffolk County

## Suffolk County Police Department - Version 2

| #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Personnel                                                                         | Number | Unit Cost    | Total Cost   | Grant Funds  | Matching Funds |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------|--------------|--------------|--------------|----------------|
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Patrol Enforcement including FAST                                                 | 1      | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$0.00         |
| Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics. |                                                                                   |        |              |              |              |                |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Narcotics Detective Investigative Overtime & Special Patrol Bureau Support        | 1      | \$54,000.00  | \$54,000.00  | \$54,000.00  | \$0.00         |
| Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics. |                                                                                   |        |              |              |              |                |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Crime Analyst Overtime                                                            | 1      | \$16,000.00  | \$16,000.00  | \$16,000.00  | \$0.00         |
| Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics. |                                                                                   |        |              |              |              |                |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Field Intelligence Officer Overtime                                               | 1      | \$21,000.00  | \$21,000.00  | \$21,000.00  | \$0.00         |
| Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics. |                                                                                   |        |              |              |              |                |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Detectives - Shooting & Firearms Invest. OT incl Firearms Suppression Team (FAST) | 1      | \$105,000.00 | \$105,000.00 | \$105,000.00 | \$0.00         |
| Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics. |                                                                                   |        |              |              |              |                |
| 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Laser Hot spot Overtime                                                           | 1      | \$15,000.00  | \$15,000.00  | \$15,000.00  | \$0.00         |
| Justification: Overtime salaries are requested for both civilians and sworn to execute the chosen strategies. Criminal Intelligence Bureau will provide robust crime analysis and maintain the Top Offender list. FIO debriefings and other activities will provide a wealth of knowledge to inform strategies and intelligence regarding Top Offenders and gun crime in Hot Spots. Firearms Suppression Unit Detectives work intensively with SCDA staff. Patrol Division officers provide community liaison and precinct level enforcement. Detectives in the Precincts provide both proactive and post incident level enforcement. Detectives in the Precincts provide both proactive and post incident investigations in Hot Spot areas. Narcotics Detectives work in tandem with intelligence developed in Hot Spot locations relative to Top Offenders dealing in Narcotics. |                                                                                   |        |              |              |              |                |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                   |        |              | \$291,000.00 | \$291,000.00 | \$0.00         |

| # | Consultant Services                                          | Number | Unit Cost   | Total Cost  | Grant Funds | Matching Funds |
|---|--------------------------------------------------------------|--------|-------------|-------------|-------------|----------------|
| 1 | Street Outreach workers - Huntington Station, N Amityville & | 1      | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$0.00         |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |   |             |              |              |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---|-------------|--------------|--------------|--------|
| Wyandanch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |   |             |              |              |        |
| Justification: SCPD anticipates possible single source contracting with EOC again to provide Street Outreach Workers in North Amityville and Huntington Station.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |   |             |              |              |        |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Crime Intelligence Analyst | 1 | \$60,380.00 | \$60,380.00  | \$60,380.00  | \$0.00 |
| Justification: The Crime Intelligence Analyst will interact on a daily basis with the Suffolk County Police Department's Criminal Intelligence Division. The SCDA Crime Intelligence Analyst would be responsible to gather intelligence from the Suffolk County Police Department on shootings and disseminate that information to the relevant bureaus and units that prosecute shooting-related crime. The Crime Intelligence Analyst would be responsible to create and maintain a database that would alert prosecutors of arrests. The Crime Intelligence Analyst will also continually maintain information in the database as a result of arrests made by the SCDA Squad's Gun Suppression Team. The Crime Intelligence Analyst would also work to develop a prosecution profile of the top offenders that is more expansive than the defendant's criminal history. The Crime Intelligence Analyst would devote 100% of employed time to the GIVE Initiative. |                            |   |             |              |              |        |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |   |             | \$120,380.00 | \$120,380.00 | \$0.00 |

| #                                                                                                                                                                                                                                                                                                                      | Equipment                                                                          | Number | Unit Cost   | Total Cost  | Grant Funds | Matching Funds |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------|-------------|-------------|-------------|----------------|
| 1                                                                                                                                                                                                                                                                                                                      | Narcotics - Surveillance Equipment                                                 | 1      | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$0.00         |
| Justification: Narcotics undercover buys of drugs to make cases. The funding allocates this year was exhausted before Christmas. Criminal Intell's Visual Analytics and Orion Intelligence Systems require annual license support and maintenance. The link analysis software I2 Notebook requires a software upgrade. |                                                                                    |        |             |             |             |                |
| 2                                                                                                                                                                                                                                                                                                                      | Audio Surveillance via cell phone subscription service - equip & software included | 1      | \$12,500.00 | \$12,500.00 | \$12,500.00 | \$0.00         |
| Justification: Narcotics undercover buys of drugs to make cases. The funding allocates this year was exhausted before Christmas. Criminal Intell's Visual Analytics and Orion Intelligence Systems require annual license support and maintenance. The link analysis software I2 Notebook requires a software upgrade. |                                                                                    |        |             |             |             |                |
| Total                                                                                                                                                                                                                                                                                                                  |                                                                                    |        |             | \$32,500.00 | \$32,500.00 | \$0.00         |

| #                                                           | Travel and Subsistence           | Number | Unit Cost  | Total Cost | Grant Funds | Matching Funds |
|-------------------------------------------------------------|----------------------------------|--------|------------|------------|-------------|----------------|
| 1                                                           | Travel to DCJS Training & Events | 1      | \$2,000.00 | \$2,000.00 | \$2,000.00  | \$0.00         |
| Justification: Budgeted travel to DCJS training and events. |                                  |        |            |            |             |                |
| Total                                                       |                                  |        |            | \$2,000.00 | \$2,000.00  | \$0.00         |

| #                                                                                                                                                                                                                                                                                                                      | All Other Expenses                         | Number | Unit Cost   | Total Cost  | Grant Funds | Matching Funds |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------|-------------|-------------|-------------|----------------|
| 1                                                                                                                                                                                                                                                                                                                      | Orion Intelligence System Software updates | 1      | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$0.00         |
| Justification: Narcotics undercover buys of drugs to make cases. The funding allocated this year was exhausted before Christmas. Criminal Intell's Visual Analytics and Orion Intelligence Systems require annual license support and maintenance. The link analysis software I2 Notebook requires a software upgrade. |                                            |        |             |             |             |                |
| Total                                                                                                                                                                                                                                                                                                                  |                                            |        |             | \$10,000.00 | \$10,000.00 | \$0.00         |

| Total Project Costs | Total Cost   | Grant Funds  | Matching Funds |
|---------------------|--------------|--------------|----------------|
|                     | \$455,880.00 | \$455,880.00 | \$0.00         |

| Total Contract Costs | Total Cost   | Grant Funds  | Matching Funds |
|----------------------|--------------|--------------|----------------|
|                      | \$455,880.00 | \$455,880.00 | \$0.00         |

**Award Contract****Project No.**

GV15-1079-D01

**Grantee Name**

Suffolk County

**Project GIVE**

07/15/2016

## 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 by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services  
Office of Financial Services  
80 S. Swan St.  
Albany, NY 12210

#### 7. Payment Schedule

##### PAYMENT PAYMENT DUE DATE

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

##### 2-4 Quarterly

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

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the

reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

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

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
  - DCJS approval of non-competitive consultant.
  - DCJS approval of non-competitive vendor for services.
  - DCJS approval of consultant services reimbursement greater than \$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 the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
  - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

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

VER05/13/2013  
Certified by - on

**Award Contract**

**Project GIVE**

**Project No.**  
GV15-1079-D01

**Grantee Name**  
Suffolk County

07/15/2016

**APPENDIX D - Work Plan**

**Goal**

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement.

**Objective #1**

To implement the joint agency initiatives as outlined in the GIVE comprehensive plan to directly combat shootings and homicides in Suffolk County with support and assistance from the other law enforcement partners.

**Task #1 for Objective #1**

Deploy targeted GIVE operations and joint agency initiatives as outlined in the GIVE comprehensive plan by focusing on hot-spot locations determined through crime analysis.

**# Performance Measure**

- 1 Provide a brief summary explaining how data is used to select Hot-Spot locations.
- 2 Detail how data is used to continually assess and reevaluate Hot-Spot locations.
- 3 Provide crime analysis depicting the overall crime increase or decrease in designated hot-spot locations compared to the overall city increase/decrease.
- 4 Provide a detailed description of all shooting and homicide reduction efforts implemented in the identified areas.
- 5 Provide the area(s) where the joint operations took place.
- 6 Include the number of debriefings conducted.
- 7 Include the number of warrants executed.
- 8 Include the number of felony arrests.
- 9 Provide the number of misdemeanor arrests.
- 10 Provide the number of violations issued.
- 11 Provide the number of guns recovered.
- 12 Include any Hot-Spot Policing training that key staff members have received.
- 13 Provide a brief narrative summarizing how the use of Hotspot Policing is impacting the comprehensive GIVE plan.

**Task #2 for Objective #1**

Deploy targeted GIVE operations through joint agency initiatives as outlined in the GIVE strategy by using a focused deterrence approach.

**# Performance Measure**

- 1 Detail how data is used to create a Top Offender list.
- 2 Detail how data is used to continually assess and reevaluate a Top Offender list.
- 3 Detail how the Top Offender list is used, in conjunction with other initiatives, to reduce gun violence in the Suffolk County.
- 4 Describe any focused deterrence training received by Suffolk County Police Department personnel.
- 5 Include how community partners are involved in the overall focused deterrence strategy.
- 6 Describe any joint agency focused deterrence operations.
- 7 Provide a brief narrative summarizing how the use of focused deterrence is impacting the comprehensive GIVE plan in the Suffolk County.

**Objective #2**

GIVE agencies are required to incorporate the theory of procedural justice into their overall strategy to reduce gun violence. Procedural justice is designed to improve police-community relations by ensuring interactions between law enforcement and individuals are fair; and that individuals who come in contact with the criminal justice system believe they are being treated equitably during those encounters.

**Task #1 for Objective #2**

Document how the jurisdiction will incorporate Procedural Justice into the GIVE comprehensive plan.

**# Performance Measure**

- 1 Include how procedural justice is effectively administered.

- 2 Include any Procedural Justice training received by the Suffolk County Police Department.
- 3 Include how the Suffolk County Police Department coordinates with other appropriate agencies to ensure Procedural Justice is implemented.
- 4 Include how the Suffolk County Police Department coordinates with community partners and stakeholders to ensure Procedural Justice is implemented.
- 5 Include how a policy of Procedural Justice is used in conjunction with other gun violence reduction methods.
- 6 Provide a brief narrative summarizing how the use of Procedural Justice is impacting the comprehensive GIVE plan.

**Objective #3**

To enhance the ability of the Suffolk County Police Department to reduce shootings and homicides through the acquisition of equipment.

**Task #1 for Objective #3**

The grantee will purchase equipment identified in the budget to enhance the department's ability to eliminate shootings and homicides in Suffolk County. All equipment purchased must be clearly tied to the proposed strategy, and comply with all conditions set forth in the GIVE contract.

**# Performance Measure**

- 1 The Grantee will follow the procurement processes as outlined in the Special Conditions and Appendix A1 for the purchase of equipment and/or software with grant funds.
- 2 Provide date(s) that equipment was ordered.
- 3 Indicate the date(s) of installation and location(s) of installed equipment.
- 4 Indicate the date a completed DCJS equipment inventory report (EIR) form via GMS was submitted to DCJS.
- 5 During each quarter the equipment was operational, provide a brief narrative describing the usage and maintenance of equipment acquired through the grant.

**Objective #4**

The Suffolk County Police Department will assign personnel and contracted agencies directly to the proposed GIVE strategy of reducing shootings and homicides in Suffolk County.

**Task #1 for Objective #4**

The Suffolk County Police Department will subcontract with the Economic Opportunity Council to provide Street Outreach Workers in support of the GIVE strategic plan.

**# Performance Measure**

- 1 Provide the name, starting date, and duties of all contracted employees.
- 2 Provide the number of top offenders contacted by outreach workers.
- 3 Provide the number of contacts made in identified hot-spots.
- 4 Provide the arrest rates for individuals with repeated contacts.
- 5 Provide the number of gun violence incidents for individuals with repeated contacts.
- 6 Provide notification to DCJS of any change in personnel.
- 7 Provide a copy of the sub-agreement with the Economic Opportunity Council will be filed with DCJS upon execution.
- 8 Describe any training received by key staff members.
- 9 Describe the coordination with existing outreach program (ex. SNUG)?
- 10 Describe how the intervention data is monitored and recorded.
- 11 Provide a brief narrative summarizing the contributions of the Outreach Workers.

**Task #2 for Objective #4**

The Suffolk Partnership will work with its latest partner Stony Brook University Center for Community Engagement and Leadership

Development, to assist in the development of meaningful assessment tools and performance measures.

**# Performance Measure**

- 1 What types of assessment tools are being created.
- 2 Provide the details of each assessment tool and what it is measuring.
- 3 Provide the details of performance measures being created.
- 4 Provide the details of each performance measure and how it is being used.
- 5 Provide a brief narrative summarizing the contributions of the research partner.

**Objective #5**

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

**Task #1 for Objective #5**

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

**# Performance Measure**

- 1 1. Identify if you are on target to meet the established Minority and Women Business Enterprise goals by the end of the contract period. **NOTE: This performance measure requires a yes or no response, at a minimum.**

**Award Contract**

**Project GIVE**

**Project No.**

**Grantee Name**

GV15-1079-D01

Suffolk County

07/15/2016

**Award Conditions**

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

**APPENDIX D - Special Conditions**

**A. Publications:**

1. The implementing agency will submit to DCJS for review all proposed publications (written, visual or sound) prior to their public release. Any such publications shall contain the following statement... "This project is supported by a grant from the New York State Gun Involved Violence Elimination (GIVE) Initiative. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the Division of Criminal Justice"
2. No materials, items or publications resulting from award activities associated with the GIVE Initiative grant may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS Executive Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

**B. Programs:**

1. Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies, the implementing agency will coordinate their GIVE strategy with those other strategy initiatives in the county.
2. Grantee agrees that if the project is not implemented within 60 calendar days of the award date, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF

explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, in consultation with the Board, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

3. 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 State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

4. Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:

[http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr\\_refman/IJPortal-UCR-Data-Entry-Manual.pdf](http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf)

All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Monthly Gun Data - Both primary and DCJS designated secondary police departments must submit the Monthly Gun Data Report within 30 days of the end of the month that is being reported on. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

**B. Program: Cont'd**

5. Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact 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 DCJSContact Directory can be obtained by downloading the enrollment form: <http://www.criminaljustice.ny.gov/ojis/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

7. All criminal justice information management software which a 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 on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and [http://www.criminaljustice.ny.gov/pio/fp\\_services.htm](http://www.criminaljustice.ny.gov/pio/fp_services.htm) or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

8. Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

9. Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation.

This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

10. Grantee agrees to comply with all requirements included within the Project GIVE Request for Applications (RFA).

**C. Funding:**1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior 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 requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment, and fee schedule.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.

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

4. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

5. Grantee agrees that all specifications for technology purchases exceeding \$5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

**A. Publications:**

1. The implementing agency will submit to DCJS for review all proposed publications (written, visual or sound) prior to their public release. Any such publications shall contain the following statement... "This project is supported by a grant from the New York State Gun Involved Violence Elimination (GIVE) Initiative. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the Division of Criminal Justice"

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**B. Program: Cont'd**

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9. Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

10. Grantee agrees to comply with all requirements included within the Project GIVE Request for Applications (RFA).

**C. Funding:** 1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior 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 requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment, and fee schedule.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.

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This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

5. Grantee agrees that all specifications for technology purchases exceeding \$5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

**Supplemental GIVE Special Conditions - 3/21/2016**

1. Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearm related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.

2. By the 15th day of each month, participating police departments will provide Operation SNUG personnel with a monthly list of high risk individuals who have been identified as known or suspected gang members, gang leaders who promote gun violence, and candidates most likely to carry guns and/or be involved in shooting incidents. Police agencies may use discretion when it comes to supplying sensitive information regarding these high-risk individuals (i.e. persons involved in active criminal investigations).

3. By the 15th day of each month, the participating police department will provide DCJS a crime map pinpointing the locations of the prior month's shooting incidents for both the Operation SNUG target area(s) and the entire city.

**Supplemental GIVE Special Conditions - 3/21/2016**

4. Participating police departments will provide DCJS an annual crime map pinpointing the locations of all shooting incidents which have occurred between July 1 and June 30 of the preceding GIVE contract period for both the Operation SNUG target area(s) and the entire city. This annual crime map will be due on the last day of the month following the expiration date of the contract.

5. By the 15th day of each month the participating police department will provide DCJS a report detailing a month to month comparison of shootings and homicides for the current calendar year and the two preceding calendar years for the target area(s) and the entire city.

6. Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE contract period and the two preceding GIVE contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the contract.

7. Participating police departments will develop written protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

**Award Contract**

**Project GIVE**

**Project No.**

**Grantee Name**

GV15-1079-D01

Suffolk County

07/15/2016

**APPENDIX F**

**GUIDELINES FOR THE CONTROL AND USE OF CONFIDENTIAL FUNDS**

This Guideline articulates procedures for the use and control of confidential funds by projects funded by the GRANTOR AGENCY (NYS Division of Criminal Justice Services). The provisions in this Guideline apply to all GRANTOR AGENCY professional personnel and grantees/subgrantees involved in the administration of grants containing confidential funds.

**DEFINITIONS FOR TYPES OF SPECIAL LAW ENFORCEMENT OPERATIONS**

1. Purchase of Services (P/S). This category includes travel or transportation of a non-federal officer or an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft or boat or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment and similar expenses for undercover purposes, within reasonable limits.

2. Purchase of Evidence (P/E). This category is for the purchase of evidence and/or contraband such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.

3. Purchase of Specific Information (P/I). This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

**POLICY**

Confidential funds are those monies allocated to purchase of services, purchase of evidence and purchase of specific information. These funds should only be allocated:

1. When the particular merits of a program/investigation warrant the expenditure of these funds.
2. When requesting agencies are unable to obtain these funds from other sources.

Use of confidential funds is subject to prior approval based on a finding that they are a reasonable and necessary element of project operations. The approving agency must also ensure that the controls over disbursement of confidential funds are adequate to safeguard against the misuse of such funds.

- The APPROVING AUTHORITY for the ALLOCATION of confidential funds is GRANTOR AGENCY for block/formula/project grantees.

- The PRIOR APPROVAL AUTHORITY for the disbursement and expenditure of confidential funds will be as follows:

- a. Department head (e.g., Chief of Police, District Attorney, etc.) for grant agencies for any individual payment in excess of \$2,000.
- b. Supervisor of Investigative Unit/Division to which funds are assigned for any individual payment of \$2,000 or less.

1. Imprest Fund. The funds authorized will be established in an imprest fund which is controlled by a bonded cashier.

2. Advance of Fund. The supervisor of the unit to which the imprest fund is assigned must authorize all advances of funds for the purchase of information. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of informant.

3. Informant Files. Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to the ADocumentation@ paragraph for a list of required documents for the informant files.

4. Cash Receipts.

a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.

b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

FIGURE 1. SAMPLE RECEIPT OF INFORMANT PAYEE

RECEIPT

For and in consideration of the sale and delivery to the State, County, or City of of information or evidence identified as follows:

I hereby acknowledge receipt of \$ (numerical and word amount entered by payee) Paid to me by the State, County, or City of .

Date: Payee:

(Signature)

Case Agent/Officer:

(Signature)

Witness

: (Signature)

Case or Reference: Signature

5. Review and Certification. The signed receipt from the informant payee with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest fund. The certification will be witnessed by the agent or officer in charge on the basis of the report and informant payee's receipt.

6. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest fund on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Grantees shall retain the reconciliation report in their files and available for review. Subgrantees shall retain the reconciliation report in their files and available for review unless the state agency requests that the report be submitted to them on a quarterly basis.

7. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approval/disapproval), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Documentation, Item 1, for a list of documents which should be in the informant files. In projects where grant funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provisions of the GRANTOR AGENCY legislation.

DOCUMENTATION.

1. Informant File Security and Contents.

a. For each informant a separate file should be established for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the office head or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

b. Each file should contain the following documents:

1. Informant Payment Record, kept on top of the file. This record provides a summary of informant payments.
  2. Informant Establishment Report, including complete identifying and locating data, plus any other documents connected with the informant=s establishment.
  3. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
  4. Cooperating Individual Agreement.
  5. Receipt for Purchase of Information.
  6. Copies of all debriefing reports.
  7. Copies of case initiation reports bearing on the utilization of the informant.
  8. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
  9. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his/her behalf or any other nonmonetary considerations furnished.
  10. Any deactivation report or declaration of an unsatisfactory informant.
2. Receipt for Purchase of Information. An informant payee receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an informant payee receipt containing the following information:
- a. The jurisdiction initiating the payment.
  - b. A description of the information/evidence received.
  - c. The amount of payment, both in numerical and word form.
  - d. The date on which the payment was made.
  - e. The signature of the informant payee.
  - f. The signature of the case agent or officer making payment.
  - g. The signature of at least one other officer witnessing the payment.
  - h. The signature of the first line supervisor authorizing and certifying payment.

#### INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant=s identity.
2. An informant code book controlled by the office head or his/her designee containing:
  - a. Informant=s code name.
  - b. Type of informant (i.e., informant, defendant/informant, restricted-use/informant).
  - c. Informant=s true name.
  - d. Name of establishing law enforcement officer.
  - e. Date the establishment is approved.
  - f. Date of deactivation.
3. Establish each informant file in accordance with Documentation, Item 1.
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL fact that was earlier reported on the Establishment Report is no longer correct (e.g., a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If a verified FBI or NYSID number is available, request a copy of the criminal records from the FBI or DCJS. Where a verified FBI or NYSID number is not available, the informant should be fingerprinted with a copy sent to the FBI and DCJS for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI/DCJS.

**PAYMENTS TO INFORMANTS** 1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes persons who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:

- a. The level of the targeted individual, organization, or operation.
  - b. The amount of the actual or potential seizure.
  - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made:
- a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.
  - b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expenses at the new location for a specific period of time (not to exceed 6 months). Payments for these expenses may be either lump sum or as they occur, and should not exceed the amounts authorized law enforcement employees for these activities.
  - c. Payments to Informants of Another Agency. To use or pay another agency=s informant, he/she should be established as an

informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a receipt for purchase of information. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the firstline supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

**ACCOUNTING AND CONTROL PROCEDURES**

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are in fact so charged. It is only in this manner that these funds can be properly managed in all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any one buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider: (1) the significance of the investigation; (2) the need for this expenditure to further that investigation; and (3) anticipated expenditures in other investigations. Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.
5. Funds for a PE/PI/PS expenditure should be advanced to the officer on a suitable receipt form. A receipt for purchase of information or a voucher for purchase of evidence should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, then the funds should be returned to the advancing cashier as soon as possible. An extension to the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are the amount of funds involved, the degree of security under which the funds are being held, how long an extension is required, and the significance of the expenditure. Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the fund cashier should be presented with either the unexpended funds, an executed voucher for payment for information or purchase of evidence or written notification by management that an extension has been granted.
7. Purchase of Services expenditures, when not endangering the safety of the office or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the office head, or his/her immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Certified by - on

**Award Contract**

**Project GIVE**

**Project No.**

**Grantee Name**

GV15-1079-D01

Suffolk County

07/15/2016

**APPENDIX G**

**PROCEDURAL GUIDELINES FOR THE CONTROL OF SURVEILLANCE EQUIPMENT**

**1. PURPOSE**

The purpose of these guidelines is to set forth the minimum requirements for insuring the security and control of surveillance equipment purchased or leased under the project.

**2. SURVEILLANCE EQUIPMENT DEFINED**

As used in these guidelines, Asurveillance equipment@ means, but is not limited to, any instrument or device used or primarily intended for use in:

- a) the surreptitious interception of aural communications; or
- b) the recording or re-recording of aural communications; or
- c) the surreptitious interception of direct frequency indicators.

Such equipment includes, but is not limited to, the following: tape recorders, including miniaturized tape recorders; microphones; induction coils; transmitters; video equipment; receivers; amplifiers; dial recorders; Atouch tone@ decoders; and vehicle tracking systems.

**3. FACILITY FOR STORAGE, ISSUANCE, AND RETURN**

The Grantee shall store surveillance equipment in as few facilities or locations as possible in order to centralize storage, issuance, and return of such equipment. Each facility or location must be a secure one.

4. INVENTORY CONTROL

The Grantee shall maintain a system of inventory control for all surveillance equipment by providing for identification of each item of equipment and maintaining a record of custody and location of each item at all times.

5. STORAGE OF EQUIPMENT

The grantee shall adopt procedures to assure that surveillance equipment which is not currently being used for official purposes is stored only at an authorized facility.

6. INSPECTION BY THE DIVISION OF CRIMINAL JUSTICE SERVICES

Authorized representatives of the Division of Criminal Justice Services may, at all reasonable times, inspect grant surveillance equipment, the facilities in which they are stored, and the records relating to inventory control.

Nothing contained herein shall authorize the inspection of records relating to surveillance equipment which identify the particular investigation in which such equipment has been or is being used.

Certified by - on

**Award Contract**

**Project GIVE**

**Project No.**

**Grantee Name**

GV15-1079-D01

Suffolk County

07/15/2016

Amendment created on - 04/22/2016

Prior Contract Terms

Contract Start Date - 07/01/2015

Contract End Date - 06/30/2016

Contract Amount - \$395,500.00

APPENDIX X

AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

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>.

Certified by - on

**Award Contract**

**Project GIVE**

**Project No.**

**Grantee Name**

GV15-1079-D01

Suffolk County

07/15/2016

Appendix M MWBE Contract Requirements (Local Assistance)

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article

15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractors demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

## II. Contract Goals

A. For purposes of this contract, the DCJS has established overall goals for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified in the contract workplan.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

## III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall maintain an EEO policy statement and submit it to the DCJS if requested.

3. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

4. The Contractors EEO policy statement shall include the following, or similar, language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

c. 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.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph E of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### D. Workforce Employment Utilization Report

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

B. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

C. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### IV. Waivers

A. If the DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of

receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### VI. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DCJS by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### VII. Liquidated Damages - MWBE Participation

A. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are assessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

#### M/WBE AND EEO POLICY STATEMENT

The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Criminal Justice Services:

##### M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

##### EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organizations obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract. .

VER5/13/13

Certified by - on

RECEIVED

CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. 2016

2016 JUL 25 9 54 AM  
COUNTY LEGISLATURE  
SUFFOLK COUNTY, N.Y.  
HAUPPAUGE

WHEREAS, INTRODUCTORY RESOLUTION NO. -2016

RESOLUTION NO. 1759 -2016, AMENDING RESOLUTION  
NO. 119-2015, ESTABLISHING A SCHOOL TRAFFIC ZONE  
SAFETY COMMISSION

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. -2016, BECAUSE THE COMMISSION  
NEEDS ADDITIONAL TIME TO COMPLETE THEIR WRITTEN FINDINGS.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 26<sup>TH</sup> DAY OF  
JULY, 2016.

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

**RESOLUTION NO. -2016, AMENDING RESOLUTION NO.  
119-2015, ESTABLISHING A SCHOOL TRAFFIC ZONE  
SAFETY COMMISSION**

**WHEREAS**, Resolution No. 119-2015, as amended by Resolution No. 817-2015 and Resolution No. 128-2016, established a School Traffic Zone Safety Committee to study and analyze safety in school zones, identify the most dangerous school zones throughout the County and develop methods to improve safety in school zones; and

**WHEREAS**, this Commission needs additional time to complete its written findings and recommendations; now, therefore be it

**1st RESOLVED**, that the 11th RESOLVED clause of Resolution No. 119-2015 is hereby amended as follows:

**11th RESOLVED**, that this Commission shall submit a written report of its findings and determinations together with its recommendations for action, if any, to each member of the County Legislature and the County Executive no later than [one (1) year subsequent to the administration of the oaths of office for all Commission members pursuant to this Resolution] September 30, 2016 for consideration, review, and appropriate action, if necessary, by the entire County Legislature; and be it further

and be it further

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

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

DATED:

APPROVED BY:

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

Date:

**Statement of Financial Impact on Proposed Suffolk County Legislation**

**IR Number:** 1759

**IR Year:** 2016

**Introduced By:** Sarah Anker

**Title of Proposed Resolution:**

**Amending Resolution No. 119-2015, Establishing a School Traffic Zone Safety Commission.**

**Purpose and Intent of Proposed Legislation:**

This legislation amends Resolution No. 119-2015, which established a School Traffic Zone Safety Commission to determine necessary improved practices for safety at dangerous schools, to extend the report deadline to September 30, 2016.

**Detailed Explanation of Fiscal Impact:**

There is no additional fiscal impact to this legislation. The members of the Commission are not given monetary compensation for their participation.

**If applicable, what is the comparison cost if this is undertaken in-house, compared to an outside contractor or vendor?**

N/A

**Total Financial Cost and timing over five years on each affected political or other subdivision:**

None.

**Proposed Source of Funding:**

None.

**Total Estimated Financial Impact on all Funds, tax rates, and property tax:**

None.

**Total Estimated Financial Impact on Suffolk County's economy including the impact on goods or services, economic development, small business activity, employment opportunities and overall business activity:**

None.

**Authorized Signature**



**Robert Lipp, Director  
Budget Review Office**

**Date Completed**

7/26/2016

**Analyst Code**

AT

RECEIVED

CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. 1762

2016 JUL 25 P 5:43  
COUNTY CLERK  
SUFFOLK COUNTY, N.Y.  
HAUPPAUGE

WHEREAS, INTRODUCTORY RESOLUTION NO. -2016

RESOLUTION NO. <sup>1762</sup> -2016, AUTHORIZING USE OF OLD  
FIELD FARM FOR THE THREE VILLAGE CHAMBER OF  
COMMERCE'S 17<sup>TH</sup> ANNUAL FAMILY BEACH BARBEQUE

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. -2016, BECAUSE THE DATE OF THIS  
EVENT WILL OCCUR PRIOR TO THE NEXT GENERAL MEETING, THEREBY  
NOT ALLOWING ENOUGH TIME FOR THE RESOLUTION TO GO THROUGH  
THE NORMAL LEGISLATIVE CYCLE.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 26<sup>TH</sup> DAY OF  
JULY, 2016.

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

1762

Intro. Res. No. -2016  
Introduced by Legislator Hahn

Laid on Table 7/26/16

**RESOLUTION NO. -2016, AUTHORIZING USE OF OLD FIELD FARM FOR THE THREE VILLAGE CHAMBER OF COMMERCE'S 17<sup>TH</sup> ANNUAL FAMILY BEACH BARBEQUE**

**WHEREAS**, the Three Village Chamber of Commerce is hosting its 17<sup>th</sup> Annual Family Beach Barbeque at West Meadow Beach; and

**WHEREAS**, the Chamber of Commerce would like to use the parking lot at Old Field Farm in connection with their annual family beach barbeque on August 10, 2016 from 5:00 p.m. to 10:00 p.m. to accommodate approximately 50 cars/vans; and

**WHEREAS**, a Certificate of Insurance with accompanying declaration page naming Suffolk County as an additional insured will be provided by the Three Village Chamber of Commerce; and

**WHEREAS**, the County of Suffolk shall receive consideration in the total amount of One Hundred Fifty Dollars and 00/100 (\$150.00), payment of which shall be guaranteed by the Three Village Chamber of Commerce, now, therefore be it

**1st RESOLVED**, that the use of County-owned property, i.e., Old Field Farm, in consideration of the payment of One Hundred Fifty Dollars and 00/100 (\$150.00), for the purpose of using Old Field Farm's parking lot to accommodate approximately 50 cars/vans on Wednesday, August 10, 2016 between the hours of 5:00 p.m. and 10:00 p.m., is hereby approved pursuant to Section 215 (1) of the NEW YORK COUNTY LAW, subject to the County's receipt of a Certificate of Insurance naming the County of Suffolk as an additional insured from Three Village Chamber of Commerce, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

**2nd RESOLVED**, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER and Section 643-7 of the SUFFOLK COUNTY CODE to issue a permit to Three Village Chamber of Commerce. The Department of Parks, Recreation and Conservation is further authorized, empowered and directed to take such measures as shall be necessary and appropriate to facilitate the use of Old Field Farm's parking lot; and be it further

**3rd RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") § 617.5 (C)(15), (20) and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.



**Statement of Financial Impact on Proposed Suffolk County Legislation**

**IR Number:** 1762      **IR Year:** 2016

**Introduced By:** Kara Hahn

**Title of Proposed Resolution:**

**Authorizing use of Old Field Farm for the Three Village Chamber of Commerce's 17th Annual Family Beach Barbeque.**

**Purpose and Intent of Proposed Legislation:**

This legislation authorizes the use of Old Field Farm by the Three Village Chamber of Commerce (Chamber) on Wednesday August 10, 2016, from 5:00 pm to 10:00 pm. The intent is to utilize the parking lot to provide parking for approximately 50 cars/vans, for the Chamber's 17th Annual Family Beach Barbeque. The Chamber must provide a Certificate of Insurance naming the County of Suffolk as an additional insured and comply with any other conditions required by the Division of Risk Management.

Further, the Commissioner of the County Department of Parks, Recreation and Conservation (Parks) is directed to issue a permit to the Three Village Chamber of Commerce. The Parks Department is also directed to take measures necessary to facilitate this use of the Old Field Farm's parking lot.

**Detailed Explanation of Fiscal Impact:**

The County will receive consideration of \$150.

**If applicable, what is the comparison cost if this is undertaken in-house, compared to an outside contractor or vendor?**

Not applicable.

**Total Financial Cost and timing over five years on each affected political or other subdivision:**

Not applicable.

**Proposed Source of Funding:**

Payment is guaranteed by the Three Village Chamber of Commerce.

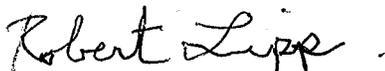
**Total Estimated Financial Impact on all Funds, tax rates, and property tax:**

General Fund revenue of \$150 will be received.

**Total Estimated Financial Impact on Suffolk County's economy including the impact on goods or services, economic development, small business activity, employment opportunities and overall business activity:**

Negligible.

**Authorized Signature**



**Robert Lipp, Director  
Budget Review Office**

**Date Completed**

07/25/2016

**Analyst Code**

MF

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. - 2016**

WHEREAS, INTRODUCTORY RESOLUTION NO. <sup>1768</sup> -2016

**RESOLUTION NO. -2016, APPROVING THE  
APPOINTMENT OF WILLIAM NEUBAUER TO ASSISTANT  
CHIEF IN THE SUFFOLK COUNTY POLICE DEPARTMENT**

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. -2016, BECAUSE WE MUST COMPLY  
WITH SECTION 6-3(A) AND (B) OF THE SUFFOLK COUNTY ADMINISTRATIVE  
CODE REGARDING THE HIRING OR PROMOTING OF RELATIVES OF HIGH  
RANKING COUNTY OFFICIALS.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 26<sup>TH</sup> DAY OF  
JULY, 2016.

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

RECEIVED  
2016 JUL 26 P 12:19  
COUNTY LEGISLATURE  
SUFFOLK COUNTY, N.Y.  
HAUPPAUGE

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2016, APPROVING THE  
APPOINTMENT OF WILLIAM NEUBAUER TO ASSISTANT  
CHIEF IN THE SUFFOLK COUNTY POLICE DEPARTMENT**

**WHEREAS**, Section 6-3(A) and (B) of the **SUFFOLK COUNTY ADMINISTRATIVE CODE** was amended by Local Law Nos. 26-1999 and 24-2005, extending anti-nepotism provisions to cover relatives of the Police Department officials when the position is not being filled pursuant to a Civil Service Law competitive examination; and

**WHEREAS**, the Suffolk County Police Commissioner intends to appoint William Neubauer, brother of Suffolk County Deputy Director of Probation Andrea Neubauer, to a position of Assistant Chief; and

**WHEREAS**, said employee is presently employed by the Suffolk County Police Department as a Deputy Chief; and

**WHEREAS**, said employee is well qualified to fill the position of Assistant Chief;  
and

**WHEREAS**, there are sufficient unexpended and uncommitted funds in the Police Department budget to cover the cost; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the appointment indicated above is hereby approved and shall be effective upon appointment by the Police Commissioner after approval of this resolution.

DATED:

APPROVED BY:

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

Date:

1768

**2016 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

Title Of Bill: Approving the appointment of William Neubauer to Assistant Chief in the Suffolk County Police Department

PURPOSE OR GENERAL IDEA OF BILL: This proposed resolution is seeking to approve the appointment of William Neubauer to the position of Assistant Chief in the Suffolk County Police Department pursuant to section A6-3 of the Suffolk County Code.

SUMMARY OF SPECIFIC PROVISIONS: William Neubauer currently holds the position of Deputy Chief in the Suffolk County Police Department. Willaim Neubauer's sister, Andrea Neubauer, is Deputy Director of Suffolk County Probation.

JUSTIFICATION: William Neubauer is well qualified to fill this currently vacant position.

COUNTY OF SUFFOLK  
NEW YORK



POLICE DEPARTMENT

TIMOTHY D. SINI  
POLICE COMMISSIONER

1768

July 22, 2016

Jon Schneider  
Deputy County Executive  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, NY 11788

Re: Legislative proposal approving the appointment of William Neubauer to Assistant Chief in the Suffolk County Police Department

Dear Deputy County Executive Schneider:

I respectfully request that the County Executive propose the attached legislative resolution approving the appointment of William Neubauer to Assistant Chief in the Suffolk County Police Department pursuant to section A6-3 of the Suffolk County Code. The proposed resolution will allow the Suffolk County Police Department to fill a currently earmarked vacant position.

Enclosed is the hard copy request for a resolution (SCIN 175a) along with the draft resolution and fiscal impact statement (SCIN 175b).

An e-mail version was sent on July 25, 2016 to CE RESO REVIEW under the title Reso-SCPD William Neubauer appointment.

Very truly yours,

Handwritten signature of Timothy D. Sini.

Timothy D. Sini  
Police Commissioner

ACCREDITED LAW ENFORCEMENT AGENCY

Visit us online at: [www.suffolkpd.org](http://www.suffolkpd.org)

Crime Stoppers Confidential Tip Hotline: 1-800-220-TIPS

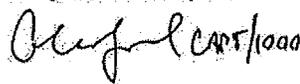
Non-Emergencies Requiring Police Response - Dial: (631) 852-COPS

30 Yaphank Avenue, Yaphank, New York 11980 - (631) 852-6000



1768

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

|                                                                                                                                                                                                    |                                                                                               |                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------|
| 1. Type of Legislation                                                                                                                                                                             |                                                                                               |                                           |
| Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law <input type="checkbox"/>                                                                             |                                                                                               |                                           |
| 2. Title of Proposed Legislation                                                                                                                                                                   |                                                                                               |                                           |
| APPROVING THE APPOINTMENT OF WILLIAM NEUBAUER TO ASSISTANT CHIEF IN THE SUFFOLK COUNTY POLICE DEPARTMENT                                                                                           |                                                                                               |                                           |
| 3. Purpose of Proposed Legislation                                                                                                                                                                 |                                                                                               |                                           |
| The purpose of this resolution is to comply with Section 6-3(A) and (B) of the Suffolk county Administrative Code regarding the hiring or promoting of relatives of high ranking County officials. |                                                                                               |                                           |
| 4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                                                    |                                                                                               |                                           |
| 5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)                                                                                                         |                                                                                               |                                           |
| County <input checked="" type="checkbox"/>                                                                                                                                                         | Town <input type="checkbox"/>                                                                 | Economic Impact <input type="checkbox"/>  |
| Village <input type="checkbox"/>                                                                                                                                                                   | School District <input type="checkbox"/>                                                      | Other (Specify): <input type="checkbox"/> |
| Library District <input type="checkbox"/>                                                                                                                                                          | Fire District <input type="checkbox"/>                                                        |                                           |
| 6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact                                                                                                                        |                                                                                               |                                           |
| This is a budgeted position which is currently vacant.                                                                                                                                             |                                                                                               |                                           |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.                                                                                                   |                                                                                               |                                           |
| \$50,777.00 over Five (5) years.                                                                                                                                                                   |                                                                                               |                                           |
| 8. Proposed Source of Funding                                                                                                                                                                      |                                                                                               |                                           |
| There are sufficient funds in the Police Department budget to fund this promotion.                                                                                                                 |                                                                                               |                                           |
| 9. Timing of Impact                                                                                                                                                                                |                                                                                               |                                           |
| So as to enable William Neubauer to conduct the duties and responsibilities of his position, it is essential that his promotion occur in a timely and expedited manner.                            |                                                                                               |                                           |
| 10. Typed Name & Title of Preparer                                                                                                                                                                 | 11. Signature of Preparer                                                                     | 12. Date                                  |
| Alexander J. Crawford, Captain                                                                                                                                                                     |  CAPT/1000 | 07/14/16                                  |

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION  
OFFICE OF THE COUNTY EXECUTIVE  
COUNTY OF SUFFOLK

1768

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

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Submitting Department  
(Dept. Name & Location)

Department Contact Person  
(Name & Phone No.)

Suffolk County Police Department  
30 Yaphank Ave.  
Yaphank, NY 11980

Capt. Alexander Crawford  
Office of the Commissioner  
852-6416

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Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New \_\_\_ Rev. \_\_\_)

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Explanation of Proposed Resolution

~~This proposed resolution is seeking to approve the appointment of William Neubauer to the position of Assistant Chief in the Suffolk County Police Department pursuant to section A6-3 of the Suffolk County Code.~~

William Neubauer currently holds the position of Deputy Chief in the Suffolk County Police Department. Deputy Chief Neubauer is the brother of Suffolk County Probation Deputy Director Andrea Neubauer.

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Summary of Resolution Benefits

Deputy Chief Neubauer is well qualified to fill this position.