2177

Intro. Res. No. -2014 Laid on Table 12/15/14

Introduced by Legislator Hahn

RESOLUTION NO. - 2014, ADOPTING LOCAL LAW NO. -2014, A LOCAL LAW TO PROVIDE FURTHER PROTECTION FOR COUNTY PARKLAND

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2014, a proposed local law entitled, "**A LOCAL LAW TO PROVIDE FURTHER PROTECTION FOR COUNTY PARKLAND**" now, therefore, be it

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

LOCAL LAW NO. -2014, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO PROVIDE FURTHER PROTECTION FOR COUNTY PARKLAND

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the County of Suffolk has preserved thousands of acres of parkland so its residents may enjoy the benefits of nature and have easy access to recreational opportunities.

This Legislature further finds that New York State has the authority to take County parkland under its eminent domain powers and, in fact, the State recently acquired County parkland in Smithtown under eminent domain.

This Legislature also finds that typically New York State will not allow a local government to alienate parkland unless it acquires additional parkland as an offset. However, the County was not required to use the monies received from New York State as compensation for the Smithtown taking to buy additional parkland.

This Legislature concludes that the County should use any funds it receives as compensation for the taking of parkland for the sole purpose of acquiring additional parkland.

Therefore, the purpose of this law is to amend the SUFFOLK COUNTY ADMINISTRATIVE CODE to require the County to use any funds obtained as a result of the taking of parkland through eminent domain for the acquisition of parkland.

Section2. Amendments.

Article 28 of the SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby amended as follows:

ARTICLE XXVII
DEPARTMENT OF PARKS, RECREATION AND CONSERVATION

* * * *

§ A28-12. Eminent Domain Proceeds.

In the event County parkland is acquired by New York State under its eminent domain power, the monies received by the County as compensation shall be deposited in a new or existing capital project account which is dedicated to the acquisition of parkland.

* * * *

Section 3. Applicability.

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

Section 4. Severability.

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

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

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

___ Underlining denotes addition of new language

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\l-protection-county-parkland

2177

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

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

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

DATE: **DECEMBER 10, 2014**

TO: **CLERK OF THE COUNTY LEGISLATURE**

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

PROPOSED LOCAL LAW YEAR 2014

TITLE: **I.R. NO. -2014; A LOCAL LAW TO PROVIDE FURTHER PROTECTION FOR COUNTY PARKLANDS**

SPONSOR: **LEGISLATOR HAHN**

DATE OF RECEIPT BY COUNSEL: 12/9/2014 **PUBLIC HEARING:** /2015

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

This proposed local law would require, in the event County parkland is taken by the State of New York under its eminent domain power, that the monies received by the County as compensation be deposited in a new or existing capital project account which is dedicated to the acquisition of parkland.

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

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-protection-county-parkland

RECEIVED
2014 DEC 10 A 11:13
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE

2179

Intro. Res. No. -2014 Laid on Table 12/15/14
Introduced by the Presiding Officer

RESOLUTION NO. -2014, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED HISTORIC TRUST RECOMMENDATION CONCERNING THE DEDICATION OF MONTAUK COUNTY PARK AND ASSOCIATED BUILDINGS AND SITES TO THE SUFFOLK COUNTY HISTORIC TRUST

WHEREAS, Resolution 871-1972 established the Suffolk County Historic Trust and designated the voting members of the Council on Environmental Quality as its membership; and

WHEREAS, the Suffolk County Council on Environmental Quality makes recommendations to the County Legislature and County Executive as to which County-owned properties should be dedicated to the Historic Trust; and

WHEREAS, the Suffolk County Charter authorizes the County to dedicate properties having distinctive historical significance to the Historic Trust; and

WHEREAS, Montauk County Park was once inhabited by Native Americans known as the Montaukett Indians and has significant archeological significance; and

WHEREAS, Montauk County Park also contains a number of historically significant buildings and structures including Third House, which was built in 1806 and housed Theodore Roosevelt on August 17, 1898, and the GATR Buildings and GATR Transmission Poles which were used for communication purposes during the Cold War; and

WHEREAS, the Historic Trust Committee has recommended to the Suffolk County Council on Environmental Quality, that the Montauk County Park and associated property and buildings be dedicated to the Suffolk County Historic Trust for preservation purposes; and

WHEREAS, at its November 19, 2014 meeting, the CEQ reviewed and considered the information submitted and presented by the Suffolk County Department of Parks, Recreation and Conservation, Division of Historic Services; and

WHEREAS, the CEQ recommended that the above activity be considered a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(20)(27) and (32) and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated December 1, 2014 of said recommendations; and

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

1st **RESOLVED**, that this Legislature hereby determines that the subject property and the buildings and structures outlined below be dedicated to the Suffolk County Historic Trust as so indicated pursuant to the Historic Trust Manual:

Name	Use Category	Preservation Category
Montauk County Park	F – Functional	E - Exceptional; Scenic Vistas, Big Reed Pond A - Agricultural AO - Archeological AR - Architectural TN - Terrain C - Preservation of Context and Settings
Name	**Use Category**	**Preservation Category**
Third House	F – Functional M - Museum O – Office	AR - Architectural
Motel Unit	F – Functional	AR - Architectural
Cabin # 1	F – Functional	AR - Architectural
Cabin # 2	F – Functional	AR - Architectural
Cabin # 3	F – Functional	AR - Architectural
Cabin # 4	F – Functional	AR - Architectural
Cabin # 5	F – Functional	AR - Architectural
Cabin # 6	F – Functional	AR - Architectural
Cabin # 7	F – Functional	AR - Architectural
Cabin # 8	F – Functional	AR - Architectural
Cabin # 9	F – Functional	AR - Architectural
GATR Generator Building (Ground to Air Transmit and Receive Site)	F – Functional O – Office	AR - Architectural
GATR Building (Ground to Air Transmit and Receive Site)	F – Functional O – Office	AR - Architectural
GATR Transmission Poles (7)(Ground to Air Transmit and Receive Site)	F – Functional	C - Preservation of Context and Settings
The Hilda Lindley House	F – Functional M – Museum	AR - Architectural
Archeological Sites as listed in the Cultural Resource Survey Report for S.C. Parks and N.Y. State Div. for Historic Preservation. Prepared by L.I. Archaeological Project, Suffolk Co. Archaeological Assoc. Anthropology Dept. S.U.N.Y. Stony Brook, August 1980	M – Museum	AO - Archeological

and be it further

2nd **RESOLVED**, that this Legislature hereby determines that the proposed action be classified as a Type II Action pursuant to Title 6 NYCRR Part 617.5(c)(20)(27) and (32) and Chapter 450 of the SUFFOLK COUNTY CODE, as it involves a local legislative decision for the routine continuing agency administration to include local landmarks within an historic district; and be it further

3rd **RESOLVED**, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

4th **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(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:

s:\res\s-historic-trust-montauk-county-park

2180

Intro. Res. No -2014 Laid on the Table 12/15/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2015, APPROPRIATING FUNDS IN CONNECTION WITH THE 700/800 MHZ TRUNKED RADIO COMMUNICATION SYSTEM UPGRADE (CP 3244)

WHEREAS, the Police Commissioner has requested funds for the upgrade and conversion of the current analog based radio communication system to a digital IP based communication system; and

WHEREAS, the project provides funding for a roadmap to convert the 700/800 MHz trunked radio system to a fully compliant IP-based P25 APCO certified network; and

WHEREAS, the 700/800 trunked radio system is a mission critical network and is the growing backbone of all government communications; and

WHEREAS, this upgrade and conversion of this communication system will insure efficient secure communications throughout Suffolk County; and

WHEREAS, there are sufficient funds within the 2015 Capital Budget and Program to cover the cost of said purchase under Capital Project No. 3244; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $11,917,000 in Suffolk County Serial Bonds; and

WHEREAS, Resolution No. 471-1994, as amended by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2015 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

1st RESOLVED, that it is determined that this program with a priority ranking of forty (53) 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

2nd RESOLVED, that Suffolk County, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(c)(2)(20)(25)(27) as this legislative decision involves the purchase of furnishings, equipment or supplies other than the following: land, radioactive material, pesticides, herbicides or other hazardous materials as well as the replacement, rehabilitation or reconstruction of structures or facilities, in kind. As such, this Legislature has no further responsibilities under SEQRA; and be it further

3rd RESOLVED, that the proceeds of $11,917,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Proj. No.	JC	Project Title	Amount
525-CAP-3244.510 (Fund 001-Debt Service)	07	700/800 MHz Trunked Radio Communication System Upgrade	$11,917,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

APPROPRIATING FUNDS IN CONNECTION WITH THE 700/800 MHZ TRUNKED RADIO COMMUNICATION SYSTEM UPGRADE (CP 3244)

3. Purpose of Proposed Legislation

See above.

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes** __X__ **No** _____

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

County **Town** **Economic Impact**

Village **School District** **Other (Specify):**

Library District **Fire District**

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS. SEE ATTACHED DEBT SCHEDULE.

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

SEE ATTACHED.

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2014 OR 2015.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Colleen Capece Special Projects Coordinator	C L Capece	December 12, 2014

SCIN FORM 175b (10/95)

Suffolk County

General Obligation Serial Bonds
Level Debt

Term of Bonds	10
Amount to Bond:	$11,917,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	$1,008,022.63	$436,956.67	$1,444,979.29	$1,444,979.29
			$199,997.92	$199,997.92	
5/1/2017	3.000%	$1,044,983.46	$199,997.92	$1,244,981.37	$1,444,979.29
			$180,839.89	$180,839.89	
5/1/2018	3.000%	$1,083,299.52	$180,839.89	$1,264,139.40	$1,444,979.29
			$160,979.40	$160,979.40	
5/1/2019	4.000%	$1,123,020.50	$160,979.40	$1,283,999.90	$1,444,979.29
			$140,390.69	$140,390.69	
5/1/2020	4.000%	$1,164,197.92	$140,390.69	$1,304,588.60	$1,444,979.29
			$119,047.06	$119,047.06	
5/1/2021	4.000%	$1,206,885.17	$119,047.06	$1,325,932.23	$1,444,979.29
			$96,920.83	$96,920.83	
5/1/2022	4.000%	$1,251,137.63	$96,920.83	$1,348,058.46	$1,444,979.29
			$73,983.31	$73,983.31	
5/1/2023	4.000%	$1,297,012.68	$73,983.31	$1,370,995.98	$1,444,979.29
			$50,204.74	$50,204.74	
5/1/2024	4.000%	$1,344,569.81	$50,204.74	$1,394,774.55	$1,444,979.29
			$25,554.30	$25,554.30	
5/1/2025	4.000%	$1,393,870.70	$25,554.30	$1,419,425.00	$1,444,979.29
		$11,917,000.00	$2,532,792.93	$14,449,792.93	$14,449,792.93

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

GENERAL FUND

	2014 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$1,444,979**	**$2.77**		$0.006

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$1,444,979**	**$2.77**		$0.006

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2015 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

**** The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.***

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

The ultimate cost to the Average Taxpayer is indeterminate at this time.

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

To be completed by the Executive Budget Office

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: APPROPRIATING FUNDS IN CONNECTION WITH THE 700/800 MHZ TRUNKED RADIO COMMUNICATION SYSTEM UPGRADE C.P. 3244

PURPOSE OF GENERAL IDEA OF BILL: Provides funding for the upgrade and conversion of the current analog based radio system to a digital IP based communication system.

SUMMARY OF SPECIFIC PROVISIONS: Capital project requesting $11,917,000 in furniture and equipment funds.

JUSTIFICATION: This project provides the funding for a roadmap to convert the 700/800 MHz trunked radio system to a fully compliant IP-based P25 APCO certified network, which will insure Suffolk County efficient secure communication. The 700/800 MHz trunked radio system is a mission critical network and is the growing backbone of all government communications throughout Suffolk County.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT

MEMORANDUM

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

FROM: **Mark White, Chief of Division**
Office of Chief of Support Services

DATE: **December 11, 2014**

SUBJECT: **INTRODUCTORY RESOLUTION REQUEST**

Per the 2015 Adopted Capital Budget, the Police Department requests the introduction of a resolution to appropriate funds in connection with the 700/800 MHz Radio Communication System Upgrade under Capital Project No. 3244.

Copies of a draft resolution, impact statement and introduction form are attached. An e-mail version was also sent to CE RESO REVIEW under the titles "Reso-POL-CP3244"; "Backup-POL-CP3244-SCIN 175A"; "Backup-POL-CP3244-SCIN 175B"; "Backup-POL-CP3244-cover letter; and "Backup-POL-CP3244-Memorandum of Support".

If you have any questions, please contact Lieutenant Robert Scharf, Staff Services Bureau, at 852-6537 or Marianne Scheschowitz, Budget Analyst, at 852-6550.

/ms
Att.

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Edward Webber, Police Commissioner
Robert Scharf, Lieutenant, C.O., Staff Services Bureau

Intro. Reso. No. 2181-14 Laid on Table 12/15/14
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $43,450 FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE VIDEO RECORDING OF STATEMENTS EQUIPMENT PROGRAM WITH 100% SUPPORT

WHEREAS, the New York State Division of Criminal Justice Services has made $43,450 in State funding available to Suffolk County to purchase and install video recording equipment for the Suffolk County Police Department and the Town of Riverhead and Southampton Town Police Departments; and

WHEREAS, said grant funds will allow for maximum coverage in the County for video recording of criminal interrogations to enhance law enforcement efforts and prosecution outcomes; and

WHEREAS, the operational period of the program will be from January 1, 2014, through December 31, 2014, with an extension period permitted; and

WHEREAS, said grant funds have been awarded to the District Attorney's Office, and the District Attorney desires the Suffolk County Police Department to oversee equipment purchase and installation for all agencies; and

WHEREAS, said grant funds have not been included in the 2014 Suffolk County Operating Budget, and now therefore be it,

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

REVENUES:	AMOUNT
001-POL-3383 – State Aid: Video Recording of Statements Equipment	$43,450

ORGANIZATIONS:

Police Department (POL)
Video Recording of Statements Equipment
001-POL-3227

2000-Equipment	$43,450
2500-Other Equipment Not Otherwise	$43,450

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 the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non applicability or non-significance in accordance with this resolution; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 12/1/14
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title **Video Recording of Statements Equipment**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) FY2014-2015 NYS Budget, Administered by NYS Division of Criminal Justice Services

3. Grant/Contract Status (Check One Box)
A. __X_New Program Application
B. ___Renewal Application
C. ___Supplemental (Specify) _____
D. ___Extension of Funding Period
E. ___Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.).
Grant funding will allow the Suffolk County Police Department to purchase, and have installed, video recording equipment in all seven SCPD precincts and Headquarters, as well as in Town of Southampton Police and Town of Riverhead Police facilities, for the purpose of video recording of statements in criminal interrogations, for the enhancement of law enforcement and criminal prosecutions.

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

II. BUDGET INFORMATION

1. Term of Contract From 1/1/14 To: 12/31/14

2. Financial Assistance Requested

SOURCE	*FIRST FUNDING CYCLE*		*SECOND FUNDING CYCLE*		*THIRD FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$	%	$	%	$	%
State	$43,450	100%	$	%	$	%
Private	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	$43,450	100%	$	100%	$	100%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$0	$	$
A. Cash Contribution	$	$	$
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, 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).

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved Disapproved	2. Signature of Coordinator	3. Date

4. Comments

5. Budget Office Review:	Approved Disapproved	6. Signature of Budget Director	7. Date

8. Comments

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.

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

Resolution Involves:

____ Technical Amendment

_____ New Program

__X__ Grant Award

____ Contract (New__ Rev.__)

Explanation of Proposed Resolution

Accepting and appropriating a grant in the amount of $43,450 from the New York State Division of Criminal Justice Services for the Video Recording of Statements Equipment Program with 100% support

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Summary of Resolution Benefits

Acceptance and approval of this resolution will enable the Suffolk County Police Department to purchase, and have installed, video recording equipment in all seven SCPD precincts and Headquarters, as well as in Town of Southampton Police and Town of Riverhead Police facilities, for the purpose of video recording of statements in criminal interrogations, for the enhancement of law enforcement and criminal prosecutions.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution _X_ Local Law ___ Charter Law ___

2. Title of Proposed Resolution
Accepting and appropriating a grant in the amount of $43,450 from the New York State Division of Criminal Justice Services for the Video Recording of Statements Equipment Program with 100% support.

3. Purpose of Proposed Legislation
To accept $43,450 from the New York State Division of Criminal Justice Services to purchase and install video recording equipment for the Suffolk County Police Department and the Town of Riverhead and Southampton Town Police Departments.

4. Will the Proposed Legislation have a fiscal impact? Yes __ No _X__

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

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

6. If answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:
none

8. Proposed Source of Funding:
New York State Division of Criminal Justice Services: State funding

9. Timing of Impact
Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Sarah Furey Senior Grants Analyst		12/1/14

SCIN FORM NO. 175b (10/95)

COUNTY OF SUFFOLK

STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT

MEMORANDUM

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

FROM: **Mark White, Chief of Support Services**
Suffolk County Police Department

DATE: **December 11, 2014**

SUBJECT: **Resolution Packet & SCIN Forms for the NYS Division of Criminal Justice Services sponsored Video Recording of Statements Equipment grant program**

Passage of this resolution is requested for the December 15, 2014 meeting as per Local Law 40

Attached please find the following for the above grant program:

1. Draft Resolution.
2. Memorandum of Support
3. SCIN Forms.
4. Request for Introduction of Legislation.
5. Financial Impact Statement.
6. Copy of the Award letter and Agreement between Suffolk County and the NYS Division of Criminal Justice Services

Passage at the December 15, 2014 meeting of the Legislature is requested under Local Law 40 in order to ensure that funding is accepted before the current end date of the grant program. Funding must be accepted in order for a contract extension to be requested. Technical questions regarding program implementation have precluded acceptance prior to this date.

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO 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 as always for your assistance with this project.

MWsf
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Evelyn Creen, Senior Federal & State Aid Claims Examiner

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries				
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2090 Radio and Communication 2500 Other Equip Not Otherwise	**43,450** 43,450			
3000 SUPPLIES MATERIALS & OTHERS: 3040 Outside Printing 3160 Computer Software 3370 Medical, Dental & Laboratory Supplies 3390 Policeman Supplies 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 CONTRACTUAL EXPENSES: 4010 Telephone & Telegraph 4015 Cellular Communications 4210 Computer Services				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2014			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4700 MISCELLANEOUS 4770 Special Services				
4900 CONTRACTED SERVICES (LIST) 4980-Contracted Agencies				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Benefit Fund				
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	
none							

SCIN Form 164D (10-80)

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating a grant in the amount of $43,450 from the New York State Division of Criminal Justice Services for the Video Recording of Statements Equipment Program with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept a grant award of $43,450 to enhance Suffolk County's video recording of statements in criminal interrogations with 100% support.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept State funding in the amount of $43,450 for the purchase and installation of video recording equipment at the seven Suffolk County Police Department precincts, SCPD Headquarters, and at the Towns of Riverhead and Southampton Police Departments. This equipment will be used to enhance law enforcement and criminal prosecutions.

JUSTIFICATION: New York State Division of Criminal Justice Services strongly encourages the use of video recording equipment in criminal interrogations and has provided this funding to provide wider availability of the equipment in the County. The funding was originally awarded to the Suffolk County District Attorney's Office; however the District Attorney desires the SCPD to oversee the purchase and installation of the equipment due to the Department's technical expertise and experience with such equipment.

FISCAL IMPLICATIONS: The project is 100% funded by this grant program.

IR No. 2181-2014

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING & APPROPRIATING A GRANT IN THE AMOUNT OF $43,450 FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE VIDEO RECORDING OF STATEMENTS EQUIPMENT PROGRAM WITH 100% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

The resolution provides $43,450 for the purchase of video recording equipment

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

The funds provided by this grant must be expended between January 1, 2014 and December 31, 2014 (extension period permitted).

8. Proposed Source of Funding

NYS Division of Criminal Justice

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Principal Research Analyst		12-15-14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Project

Home
Search
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Attachment
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Equipment

Reports
Application
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Draft
Contract

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Logout

Login ID:
sufcoda

Version
2.5.14

Project #: ST13-1008-E00 Video Recording of Statements Equipment Grant Project Status: Pending Signatures
Participant: Suffolk County

General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist

Complete screen information and save. Add a Program Purpose Area (if applicable). Once finished, proceed to Participants tab. For contract certifications, appendices and supporting documentation, please visit the DCJS website for available downloads. When you have completed your application, click the SUBMIT link in the left margin. Remember, you will no longer be able to edit your application once it has been submitted.

Contract Number	T494008	Federal Agency Name	
DCJS Number	OI12494008	Cost Center Funding Year	2012
CFDA Number		Project Created Date	08/07/2013
CFDA Description			
Project Title * (60 Character Limit)	Video Recording of Statements Equipment		
Project Start Date	01/01/2014 (If known or applicable)	Submission Date	08/30/2013 12:15 PM
Project End Date	12/31/2014 (If known or applicable)	Grant Funds	$43,450.00 100.00%
Project Period	Years 1 Months 0	Matching Funds	$0.00 0.00%
		Total Funds	$43,450.00

County Suffolk

Have you included a file attachment with this submission? Yes

Summary Description of Project (Please limit to one or two paragraphs)

The Suffolk County District Attorney will use the grant awarded funds to purchase and install video recording equipment for the Suffolk County Police Departments seven precincts, Police Headquarters in Yaphank, the Town of Riverhead and the Town of Southampton Police Departments. The placement of this equipment in these agencies will allow for maximum coverage in the county so that the use of the equipment will be available to all law enforcement agencies throughout the county to video record criminal interrogations.

Program Purpose Area

Program Purpose Code	Description	Remove

Cancel Check Spelling

* - Mandatory Field

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T494008 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788-5402	TYPE OF PROGRAMS: Video Recording of Statements Equipment Grant DCJS NUMBERS: OI12494008 CFDA NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 116000464 MUNICIPALITY NO: (if applicable) 470100000000	INITIAL CONTRACT PERIOD: FROM 01/01/2014 TO 12/31/2014 FUNDING AMOUNT FROM INITIAL PERIOD: $43,450.00
STATUS: Contractor is not a sectarian entity. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) If "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT X APPENDIX A Standard Clauses required by the Attorney General for all State contracts X APPENDIX A1 Agency-specific Clauses X APPENDIX B Budget X APPENDIX C Payment and Reporting Schedule X APPENDIX D Program Workplan __ APPENDIX F Guidelines for the Control and Use of Confidential Funds X APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment X Other (Identify) Appendix M MWBE Contract Requirements (Local Assistance)

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

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

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

GRANTEE:

BY: Mr. Dennis M. Cohen , Chief Deputy County Executive Date:

ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller Title: _____ Date: _____

Award Contract **Video Recording of Statements Equipment Grant**

Project No.	**Grantee Name**	
ST13-1006-E00	Suffolk County	10/29/2014

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 **Video Recording of Statements Equipment Grant**

Project No.	**Grantee Name**	
ST13-1006-E00	Suffolk County	10/29/2014

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.
December, 2012

Certified by - on

Award Contract **Video Recording of Statements Equipment Grant**

Project No. **Grantee Name**

ST13-1006-E00 Suffolk County 10/29/2014

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

allowable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

quotes.

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

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

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

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

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

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

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

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

Agreement terms.

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

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

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

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

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

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

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

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

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

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

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

incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

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

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

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

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

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

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

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

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

25. Federal Funds

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

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

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

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

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

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

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

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

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

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

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

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

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 **Video Recording of Statements Equipment Grant**

Project No. ST13-1006-E00 **Grantee Name** Suffolk County 10/29/2014

APPENDIX B - Budget Summary by Participant

Suffolk County - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Video Recording of Statements Equipment -- Riverhead Town Police Department	1	$4,345.00	$4,345.00	$4,345.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Riverhead Town PD.						
2	Video Recording of Statements Equipment -- Southampton Town Police Department	1	$4,345.00	$4,345.00	$4,345.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Southampton Town PD.						
3	Video Recording of Statements Equipment -- Suffolk County PD (West Babylon)	1	$4,345.00	$4,345.00	$4,345.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Suffolk County PD (West Babylon).						
4	Video Recording of Statements Equipment -- Suffolk County PD (Huntington)	1	$4,345.00	$4,345.00	$4,345.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Suffolk County PD (Huntington).						
5	Video Recording of Statements Equipment -- Suffolk County PD (Bay Shore)	1	$4,345.00	$4,345.00	$4,345.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Suffolk County PD (Bay Shore).						
6	Video Recording of Statements Equipment -- Suffolk County PD (Hauppauge)	1	$4,345.00	$4,345.00	$4,345.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Suffolk County PD (Hauppauge).						
7	Video Recording of Statements Equipment -- Suffolk County PD (Patchogue)	1	$4,345.00	$4,345.00	$4,345.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Suffolk County PD (Patchogue).						
8	Video Recording of Statements Equipment -- Suffolk County PD (Selden)	1	$4,345.00	$4,345.00	$4,345.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Suffolk County PD (Selden).						
9	Video Recording of Statements Equipment -- Suffolk County PD (Shirley)	1	$4,345.00	$4,345.00	$4,345.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Suffolk County PD (Shirley).						
10	Video Recording of Statements Equipment -- Suffolk County PD (Yaphank)	1	$4,345.00	$4,345.00	$4,345.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Suffolk County PD (Yaphank).						
	Total			$43,450.00	$43,450.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$43,450.00	$43,450.00	$0.00

Suffolk County District Attorney
Suffolk County Police Department
Riverhead Town Police Department
Southampton Town Police Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$43,450.00	$43,450.00	$0.00

Award Contract **Video Recording of Statements Equipment Grant**

Project No.	**Grantee Name**	
ST13-1006-E00	Suffolk County	10/29/2014

APPENDIX D - Work Plan

Goal

To enhance law enforcement efforts and prosecution outcomes through videotaping of interviews and interrogations from beginning to end.

Objective #1

Enhance the technological capabilities within Suffolk County through acquisition of video recording equipment to be utilized during investigations. Equipment will be distributed to various law enforcement agencies to achieve maximum coverage within the county.

Task #1 for Objective #1

The District Attorney will work with local law enforcement agencies with the implementation of video recording of statements initiative and with the administration of the grant.

#	Performance Measure
1	Number of local law enforcement agencies to receive video recording of statements equipment.
2	Local law enforcement agencies in the county who will receive video recording of statements equipment.

Task #2 for Objective #1

Purchase and installation of video recording of statements equipment in identified recipient agencies.

#	Performance Measure
1	Maintain purchase records in compliance with all federal, state, and local procurement guidelines.
2	Maintain an inventory record of video recording of statements equipment purchased under this contract. (Note: Separate records must be kept for each agency receiving video recording of statements equipment and said records made available to DCJS, upon request).

Task #3 for Objective #1

Provide training to staff in the proper operation of the video recording equipment.

#	Performance Measure
1	Number of staff at each recipient agency who received training in the proper operational use of the equipment. (Breakdown to be made by recipient agency).

Task #4 for Objective #1

In compliance with the established departmental protocol, (see Objective #2) utilize the video recording of statements equipment during interviews and interrogations.

#	Performance Measure
1	Number of video recorded statements. (Breakdown to be made by recipient agency).
2	Number of video recorded statements forwarded to the District Attorneys Office to be used as case evidence. (Breakdown to be made by recipient agency).

Objective #2

Improve the effectiveness of case evidence through video recorded interview and interrogation training; and establish departmental protocols regarding video recording of statements from beginning to end.

Task #1 for Objective #2

Provide investigatory personnel with interview techniques training to enhance their interview and interrogation abilities.

#	Performance Measure
1	Number of staff at each recipient agency who received training in video recording of interviews and interrogations techniques. (Breakdown to be made by recipient agency).

Task #2 for Objective #2

Prior to equipment use, each recipient agency will collaborate with the District Attorneys Office to develop and implement a departmental protocol regarding the video recording of statements.

#	Performance Measure
1	If not provided in the original application, include in the first Quarterly Progress Report (QPR) an attached copy of the department protocol regarding the video recording of statements for each recipient agency. (In the event that a county-wide protocol regarding the video recording of statements is adopted, said protocol may be submitted in lieu of individual agency submissions).

Objective #3

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #3

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

#	Performance Measure
1	Submission of the DCJS LOCAL ASSISTANCE MWBE EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN form.

Task #2 for Objective #3

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs).

#	Performance Measure
1	Expend 14% of the identified contracted discretionary NPS budget with NYS Certified MBEs, as subcontractors/suppliers.
2	Expend 6% of the identified contracted discretionary NPS budget with NYS Certified WBEs, as subcontractors/suppliers.

Task #3 for Objective #3

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 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

2185

Intro. Res. No. -2014

Laid on Table 12/15/14

Introduced by Legislator Anker

RESOLUTION NO. -2014, ESTABLISHING A SCHOOL TRAFFIC ZONE SAFETY COMMISSION

WHEREAS, Suffolk County is dedicated to providing for the safety and security of all County residents, with a particular focus on protecting children; and

WHEREAS, motor vehicles traveling at excessive speeds in school traffic zone areas is a problem that puts children at significant risk of serious injury and death; and

WHEREAS, Suffolk County has determined that installing school zone speed cameras is not the appropriate solution to this problem; and

WHEREAS, it is imperative that alternative methods be considered to improve safety in school zones; and

WHEREAS, a School Traffic Zone Safety Commission should be established to review and make recommendations regarding proposals to improve safety in school zones; now, therefore be it

1st **RESOLVED**, that the Suffolk County School Traffic Zone Safety Commission ("the Commission") is hereby established 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 be it further

2nd **RESOLVED**, that the Commission shall consist of the following six (6) members:

1. The Chairperson of the Education and Information Technology Committee of the County Legislature, or his or her designee, who shall serve as Chairperson;

2. The Presiding Officer of the County Legislature, or his or her designee;

3. The County Executive, or his or her designee;

4. A representative of the Suffolk County Police Department;

5. The President of the Suffolk County Superintendents Association, or his or her designee; and

6. A representative of the Suffolk County Regional Parent Teacher Association;

and be it further

3rd **RESOLVED**, that the Commission shall hold its first meeting no later than thirty (30) days after the oaths of office of all members have been filed, which meeting shall be convened by the chairman of the Commission, for the purpose of organization and the appointment of a vice chairperson and a secretary; and be it further

4th **RESOLVED**, that the members of said Commission shall serve without compensation and shall serve at the pleasure of their respective appointing authorities; and be it further

5th **RESOLVED**, that the Commission shall hold regular meetings, keep a record of all its proceedings, and determine the rules of its own proceedings with special meetings to be called by the chairperson upon his or her own initiative or upon receipt of a written request therefor signed by at least three (3) members of the Commission. Written notice of the time and place of such special meetings shall be given by the secretary to each member at least four (4) days before the date fixed by the notice for such special meeting; and be it further

6th **RESOLVED**, that four (4) members of the Commission shall constitute a quorum to transact the business of the Commission at both regular and special meetings; and be it further

7th **RESOLVED**, that clerical services involving the month-to-month operation of this Commission, as well as supplies and postage as necessary, will be provided by the staff of the County Legislature; and be it further

8th **RESOLVED**, that the Commission may conduct such informal hearings and meetings at any place or places within the County of Suffolk for the purpose of obtaining necessary information or other data to assist it in the proper performance of its duties and functions as it deems necessary; and be it further

9th **RESOLVED**, that the Commission may delegate to any member of the Commission the power and authority to conduct such hearings and meetings; and be it further

10th **RESOLVED**, that the Commission shall cooperate with the Legislative Committees of the County Legislature and make available to each Committee's use, upon request, any records and other data it may accumulate or obtain; and be it further

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 hundred eighty (180) days subsequent to the administration of the oaths of office for all Commission members pursuant to this Resolution for consideration, review, and appropriate action, if necessary, by the entire County Legislature; and be it further

12th **RESOLVED**, that this study shall not be performed by any outside consultant or consulting firm unless explicit approval and authorization for such consultant or consulting firm is granted pursuant to a duly enacted resolution of the County Legislature; and be it further

13th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-school traffic zone commission