

RED LIGHT CAMERA SAFETY PROGRAM ENFORCEMENT

This Contract ("the Contract" or "Agreement") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Public Works ("the Department"), located at 335 Yaphank Ave, Yaphank, NY 11980; and

ACS STATE & LOCAL SOLUTIONS, INC. ("Contractor" or "ACS" or "Vendor"), a New York corporation duly authorized to do business in New York and having its principal office at 8260 Willow Oaks Corporate Drive, 6th Floor, Fairfax, VA 22031 and its transportation services headquarters at 12410 Milestone Center Drive, Fourth Floor, Germantown, MD 20876.

The Contractor shall provide all required professional services to plan, design, bid, implement, operate, maintain, and manage a Red Light Camera ("RLC") System in specified locations in Suffolk County in accordance with applicable State and County laws, rules and regulations.

Term of Contract: This Contract shall be effective upon full execution for an initial two (2) year term. The County shall have the option to renew through March 31, 2015, at the County's sole option and in accordance with applicable State law.

Total Cost of Contract: See Article 4, Section 3 of this Agreement for specific payment terms and conditions.

Terms and Conditions: Shall be as set forth in Articles I, II, III and IV and Exhibits 1 and 2, attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed the Agreement as of the latest date written below.

ACS STATE & LOCAL SOLUTIONS, INC. COUNTY OF SUFFOLK

By: [Signature]
Name Mark J. Telbar
Title Vice President
Fed. Tax ID # 131886647
Date 3/30/10

By: [Signature]
Name: Ed Dumas
Title: Deputy County Executive
Date: 3/31/10

Approved as to Legality:
Christine Malafi, County Attorney

By: [Signature]
Phyllis Seidman
Assistant County Attorney
Date 3/31/10

Approved:
Department of Public Works

By: [Signature]
Name Thomas La Guardia
Title Chief Deputy Comm
Date 3/31/10



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List of Articles and Exhibits

Article I

Description of Services

1. Conflicting Provisions
2. RFP Response Incorporated Herein by Reference
3. Definitions
4. ACS Obligations
5. County Obligations
6. Additional Rights and Obligations of the Parties

Article II

Maintenance

Article III

Infraction Processing

Article IV

Financial Terms and Conditions

1. Conflicting Provisions
2. General Terms and Conditions
3. Specific Payment Terms and Conditions

Exhibit 1

County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims

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22. Confidentiality
23. Assignment and Subcontracting
24. Changes to Contractor
25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications and Publicity
28. Copyrights and Patents
29. Arrears to County
30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future .Construction
31. Notice

Exhibit 2

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Suffolk County Local Laws Website Address

Exhibit 3

Suffolk County Local Law No. 20-2009

Appendix

Public Disclosure

Living Wage

Union Certification

Lawful Hiring

Comptroller's Rules

Article I
Description of Services

WHEREAS, pursuant to Section 1111-b of the New York State Vehicle and Traffic Law, the County has the authority to adopt a program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with traffic-control indications through a system of traffic-control signal photo violation-monitoring devices ("Red Light Camera Program"); and

Whereas, Suffolk County Local Law No. 20-2009 authorizes the implementation of a Red Light Camera Program through the utilization of automated image capture technologies; and

Whereas, the County issued an Request for Proposals on August 13, 2009 for the planning, design, bidding, implementation, operation, maintenance and management of a Red Light Camera Violation System ("RFP"); and

Whereas, the Contractor submitted a proposal in response to such RFP; and

Whereas, the County has selected the Contractor to provide the services as set forth herein.

Now Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Conflicting Provisions

In the event of any conflict between any provision in this Article I and an exhibit to this contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article I that it shall prevail over the exhibit.

2. RFP and RFP Response Incorporated Herein by Reference

The terms set forth in ACS' *Proposal for Professional Services for a Countywide Red Light Violation Camera System for Suffolk County* ("**Proposal**") in Response to RFP #09-90022 advertised on August 13, 2009 and the Terms of the RFP, both of which are on file at the Department at the address set forth on page 1 of this Agreement, shall be incorporated by reference herein. To the extent that any of the terms of the RFP and the Proposal conflict, the terms of the proposal shall supersede. To the extent that the terms of either the RFP or the Proposal conflict with the terms set forth in this Agreement, the terms of this Agreement shall supersede. Specific responsibilities and obligations of the parties not set forth in the RFP shall be mutually agreed upon by the parties in writing upon implementation of the specific services to be provided pursuant to this Agreement.

3. Definitions. The following words and phrases shall have the following meanings in this Agreement:

- 3.1** "Approach" means a set of lanes at an intersection that accommodates all left-turn, through, and right-turn movements from a given direction.
- 3.2** "Authorized Employee" means the Traffic Control Violation Review Officer, whose duties and qualifications are set forth in Article III.

- 3.3 "Authorized Violation" means each potential Violation in the Violation Data for which authorization to issue a Notice of Liability in the form of an Electronic Signature, as defined herein, is given by the Authorized Employee by using the Vendor System.
- 3.4 "Business Rules" shall mean the specifications that are outlined in the Business Rules documentation that requires the Vendor to customize the program specifically for the County of Suffolk's Red Light Camera Safety Program during the implementation of the Program.
- 3.5 "Civil Fee" means the fine assessed for violations of Suffolk County Local Law No. 20-2009 as set forth in the Local Law.
- 3.6 "County Marks" shall mean the trademarks, trade dress and other references and representations of the County.
- 3.7 "Designated Sites" means a site location at an intersection that meets ACS' basic site analysis criteria for installation of Vendor Equipment and is approved by the County for installation.
- 3.8 "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Notice of Liability with respect to a potential Violation using the Vendor System.
- 3.9 "Enforcement Documentation" means the necessary and appropriate documentation related to the enforcement of Suffolk County Local Law No. 20-2009, including but not limited to courtesy warning letters for introductory period, Notices of Liability instructions to accompany each issued Notice of Liability (including in such instructions a description of basic enforcement procedures, payment options and information regarding the viewing of images and data collected by the Vendor System and as required by the Local Law), chain of custody records, criteria regarding operational policies for processing Notices of Liability (including coordination with the applicable vehicle registry), and technical support documentation for applicable hearing officers.
- 3.10 "Equipment" means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Vendor System, including but not limited to all camera systems, housings, sensor arrays, poles and back office computer system.
- 3.11 "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 3.12 "Notice of Liability" shall mean the notice that is mailed or otherwise delivered by Vendor to the alleged violator on the appropriate Enforcement Documentation with respect to each Violation pursuant to the requirements of Suffolk County Local Law No. 20-2009.
- 3.13 "Notices of Hearing" shall follow the description set forth in Article III.
- 3.14 "Program" shall mean the scope of services covered by this Agreement.
- 3.15 "Proprietary Information" shall mean the confidential information and Trade Secrets of either Party.

- 3.16 "Site Equipment" shall mean any and all cameras, sensors, equipment, components, products software, and other tangible and intangible property relating to the Vendor's System being installed at the intersection the County is enforcing, including but not limited to all camera systems, housing, sensors arrays, servers, and poles.
- 3.17 "Vendor Marks" shall mean the trademarks, trade dress and other references and representations of the Contractor.
- 3.18 "Vendor System" shall mean the equipment, personnel, services and software of Contractor, as applicable, used to perform the services of this Agreement.
- 3.19 "Violation" means any violation set forth or defined in Suffolk County Local Law 20-2009.
- 3.20 "Violations Data" means the images and other Violations data gathered by the Vendor System at the Designated Site.
4. **ACS Obligations.** ACS shall do or cause to be done each of the following (in each case, unless otherwise stated below, at ACS' sole expense):
- 4.1 Install and activate each Designated Site's Equipment in phases in accordance with the timeline set forth in an implementation schedule incorporated into the implementation plan and mutually agreed to in writing by ACS and the County.
- 4.2 Within seven (7) business days of execution of the Agreement, appoint and provide names and contact information for the ACS Project Manager and project implementation team consisting of the appropriate number of staff members to assist the ACS Project Manager.
- 4.3 Use reasonable efforts to install the Vendor System in accordance with the schedule set forth in the implementation plan described in subparagraph 4.1 above.
- 4.4 Use reasonable efforts to install and activate the first Designated Site within twenty (20) business days of receipt of all Rights of Way ("ROW") and permits required by the relevant Government Authorities.
- 4.5 Request any currently available "as-built" electronic engineering drawings for the Designated Sites (the "Drawings") from the County or New York State Department of Transportation (NYSDOT) Traffic Engineer, as appropriate.
- 4.6 Assist the County in seeking rights from private property owners, as necessary, for the placement of Vendor System Equipment at Designated Sites where the County does not have jurisdiction over the Designated Site and adjacent rights of way, and the County cannot otherwise provide authorization to ACS for the installation of its Equipment.
- 4.7 Conduct a site analysis at up to 100 potential intersections within the first 4 months after the contract execution date and prepare a final list, in writing, of Designated Sites that meet ACS' basic site analysis criteria for installation of Vendor Equipment, for approval by the County in accordance with the timeline set forth in the implementation schedule referenced in subparagraph 4.1 above. The goal of the program is to install a minimum of 100 cameras at 50 intersections. In the event that we do not use all 50 authorized locations, ACS will evaluate additional intersections if the County receives authorization for

non-New York state owned traffic signals.

- 4.8 Develop and submit to the County and NYSDOT for approval, in accordance with the schedule set forth in the implementation plan described in subparagraph 4.1 above, construction and installation specifications in reasonable detail for the Designated Sites including, but not limited to, specifications for all traffic detection, electrical connections, and traffic controller connections, if applicable and as required.
- 4.9 Seek approval from the applicable governmental authorities having authority or jurisdiction over the construction and installation specifications for the Designated Site (collectively, the "Approvals"), which shall include compliance with County permit applications.
- 4.10 Develop the Program Infraction criteria and Enforcement Documentation (collectively the "Business Rules"), a sample Notice of Liability, and other relevant documents for approval by the County, consistent with the requirements of Article III and in accordance with the schedule set forth in the implementation plan described in subparagraph 4.1 above.
- 4.11 Subcontract with the electrical sub-contractor designated by the County at the completion of a Letting of the construction portion of this project.
 - a. Award of the sub-contract will be made as directed by the County to the lowest responsive and responsible Bidder as will best promote the public interest as provided by Section 103 of the N.Y. General Municipal Law and Suffolk County Local Law 5-1993 (local preference option). The County reserves the right to reject any or all bids, to award to other than the low bidder, to waive minor informalities, to advertise for new bids, or to proceed to do the work otherwise, if, in its opinion, the best interests of the County will thereby be promoted.
 - b. As ACS has accumulated a vast amount of knowledge and expertise having installed equipment in over 11,000 intersections throughout the country, the County shall confer with ACS regarding Bidders' prices and proposals to ensure that same is consistent with industry practices and prices in New York and Long Island.
 - c. The electrical contractor shall complete all reasonably necessary electrical work at the Designated Sites, including but not limited to the installation of all related equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which shall be performed in compliance with all applicable local, State and federal laws and regulations and in accordance with the schedule set forth in the implementation plan described in subparagraph 4.1 above.
- 4.12 Complete the installation and testing of all necessary Vendor System Equipment, including hardware and software, at the Designated Sites in accordance with the schedule set forth in the implementation plan described in subparagraph 4.1 above.
- 4.13 Install and test the functionality of the Designated Sites with the Vendor System and establish fully operational Infraction processing capability with Citeweb™ violation processing in accordance with the schedule set forth in the implementation plan described in subparagraph 4.1 above.

- 4.14 As directed and approved by the County, develop and implement a public education campaign during the period commencing on the date on which ACS begins the installation at any of the Designated Sites and ending six (6) months after the installation of the final Designated Site.
- 4.15 If directed by the County, generate courtesy Warning Notices for an introductory period for any number of cameras designated by the County for no more than a total of 90 days of consecutive individual operational camera days.

By example: Three cameras are initially installed and the County determines warning notices will be issued. The City may designate all of the three cameras to issue warning notices for up to 30 consecutive days each (3 cameras X 30 days = 90 camera days), 2 of the cameras for up to 45 consecutive days each (2 cameras X 45 days = 90 camera days) or 1 of the cameras for up to 90 consecutive days.

- 4.16 Issue, print and mail all Notices of Liability pursuant to Suffolk County Local Law No. 20-2009.
- 4.17 Obtain access to the records data of the New York State Department of Motor Vehicles (NYSDMV) and the National Law Enforcement Telecommunications System (NLETS) as necessary for the Program.
- 4.18 Provide training for up to twelve (12) personnel of the County during the first 2 months of this Agreement, including, but not limited to, the persons whom the County shall appoint as Authorized Employees and other persons involved in the administration of the Program. This shall include training with respect to the Vendor System and its operations, strategies for presenting Violations Data in court, judicial proceedings, and a review of the Enforcement Documentation. Upon request from the County, ACS shall provide retraining or additional training for one week every year on the anniversary date of this Agreement for up to 6 County personnel. Any additional training beyond the above listed amounts may be provided upon mutual agreement of the parties. Such agreement shall include but not be limited to time of training, number of employees to train, and any associated training fees.
- 4.19 Interact with the County Attorney to address issues regarding: (1) the implementation and development of hearing notification processes for Violations set for hearings and judicial proceedings; and (2) coordination between ACS, the County and NYSDMV Traffic Violations Bureau.
- 4.20 Provide delinquent Notice of Collections for all Notices of Liability where an appeal has not been filed or when there is an outstanding balance due to the County. Components of the collection program shall be approved by the County in writing prior to implementation.
- 4.21 If directed by the County and approved by the Suffolk County Department of Law, post signs at Designated Intersections. ACS' engineering team shall coordinate with County transportation officials to ensure all "signage" is designed and installed according to the Federal Highway Administration's National Manual of Uniform Traffic Control Devices (MUTCD) and the New York State Supplement to the MUTCD regulations including, but not limited to, NYSDOT and County engineering standards.
5. **County Obligations.** The County shall do or cause to be done each of the following (in each case, unless otherwise stated below, at County's sole expense):
- 5.1 Appoint the County Project Manager and provide name and contact information to ACS.
- 5.2 Assist ACS in obtaining the Drawings from the applicable governmental authorities.

- 5.3 Notify ACS of any specific requirements relating to the construction and installation of any Designated Site or the implementation of the Program.
- 5.4 Assist ACS in seeking the approvals of permits and ROWs from the appropriate parties, if required, relative to the operation of the Program.
- 5.5 Provide reasonable access to the County's properties and facilities in order for ACS to install and test the functionality of the Designated Sites and the Program.
- 5.6 Provide ACS reasonable access to the County personnel relevant to the Program and reasonable information about the specific operational requirements of such personnel for the purposes of performing training.
- 5.7 Assist ACS in developing the Business Rules for approval by the County, consistent with the requirements of Local Law 20-2009 and County policy.
- 5.8 The County shall, on a form provided by ACS, provide verification to the NYSDMV, National Law Enforcement Telecommunications System, or appropriate authority indicating that ACS is acting as an agent of the County for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b)(1), and as may otherwise be provided or required by any provision of applicable State law.
- 5.9 The Suffolk County Attorney's Office Attorney shall process each Violation in accordance with State Laws and/or County laws within seven (7) business days of its appearance in the Review Citeweb™ Queue, or as soon as reasonably practical in the event of technical difficulties, power outages, or other circumstances beyond the County's control, to determine which violations shall be issued as Notices of Liability.
- 5.10 The County shall provide authorized personnel access to the internet for the purpose of approving violations and reviewing adjudications.
- 5.11 For optimal data throughput workstations shall be connected to a high-speed internet connection. ACS shall coordinate directly with the County's Information Technology (IT) Department on installation and implementation of the computerized aspects of the program.
- 5.12 In the event that remote access to the Vendor System is blocked by County's network security infrastructure, the County's IT Department and the counterparts at ACS shall coordinate to facilitate appropriate communications access while maintaining required security measures.
- 5.13 The County shall provide adequate space in a County facility for on-site training of relevant County personnel.
- 5.14 The County shall provide a URL link on the County website to direct violators to ACS' public portal for: payment options; to view images of violations; and for a list of Frequently Asked Questions ('FAQs').
6. **Additional Rights and Obligations of the Parties.** ACS and the County shall respectively have the additional rights and obligations set forth below:

- 6.1 The ACS Project Manager and the County Project Manager shall meet at least on a weekly basis, either in person or via phone conferencing, during the period commencing as of the date of execution of the Agreement and ending thirty (30) days thereafter, and at least on a monthly basis for the remainder of the Term, at such times and places as the ACS Project Manager and the County Project Manager shall mutually agree.
- 6.2 The County shall not access or use the Vendor System in any manner other than prescribed by law or by the permitted use of the Vendor System under this Contract.
- 6.3 The County shall maintain the confidentiality of any user name, password or other process or device for accessing the Vendor System or using the Program.
- 6.4 Prior to the option years being enacted, ACS agrees to evaluate all enforced locations where number of paid citations collected per month is less than one per day for consideration of relocation. If new sites can be identified that are mutually agreed upon by ACS and the County, ACS will relocate up to 10% of the total number of deployed systems. The sites must be identified, permits acquired and notice to proceed provided by the time the County enacts the extension.

End of Text for Article I

Article II
Maintenance

1. All repairs and maintenance of Vendor System and related Equipment shall be the sole responsibility of ACS, including, but not limited to, maintaining the casings of the cameras included in the Vendor System and all other System Equipment in reasonably clean and graffiti-free condition.
2. ACS response to equipment malfunction shall occur within 24 hours of detection by ACS or within 24 hours of notification by County to ACS of an equipment malfunction, and ACS shall repair or replace inoperable Vendor System Equipment within 72 hours of detection or notification.
3. The provision and maintenance of all necessary communication, broadband and telephone services to the Designated Intersections shall be the sole responsibility of ACS.
4. The provision and maintenance of all necessary electrical services to the Designated Intersections shall be the sole responsibility of ACS.
5. To the extent that Violation images of a quality suitable for an Authorized Employee to issue a Notice of Liability cannot reasonably be obtained without the use of flash units, ACS shall, within twenty (20) business days of request by the County, provide, install and maintain such flash units.

End of Text for Article II

Article III
Infraction Processing

1. All Violation Data shall be stored on the Vendor System. The County directs ACS to store all non-issued images and data for 30 days and delete such images and data thereafter. All Notices of Liability identified for prosecution by the County that are approved and issued, including images and corresponding data shall be stored and accessible to the County for two (2) years subsequent to the completion of any litigation or hearings regarding individual violations, or two (2) years subsequent to the expiration or termination of this Agreement for any reason, whichever is later. This provision shall survive expiration or termination of this Agreement. Nothing contained in this paragraph shall be deemed to supersede the terms of Article IV, subparagraph 2.2.c.
2. ACS shall provide the images to the County within fourteen (14) business days upon request from the County.
3. The Vendor System shall process Violation Data gathered from the Designated Intersections into a format capable of review by the Authorized Employee from the internet.
4. In accordance with this Agreement and Business Rules established by the County and ACS, ACS shall initially review images to determine if the images are sufficient to enable the County to meet its burden of demonstrating liability under Suffolk County Local Law No. 20-2009. Images that clearly do not meet this burden shall not be processed any further.
5. The Vendor System shall be accessible by the Authorized Employee through the internet by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser.
6. ACS shall provide the Authorized Employee with access to the Vendor System for the purposes of reviewing the pre-processed Violations Data within seven (7) business days of the gathering of the Violation Data from the applicable Designated Intersections.
7. The Authorized Employee shall review the Violations Data to determine whether a Notice of Liability shall be issued by ACS with respect to each potential Violation captured within such Violation Data and transmit each such determination to ACS using the software or other applications or procedures provided by ACS on the Vendor System for such purpose. ACS hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the Authorized Employee and shall be made in such Authorized Employee's sole discretion (a "Notice of Liability Decision"), and in no event shall ACS have the ability or authorization to make a Notice of Liability decision.
8. ACS shall print and mail Notices of Liability, including Warning Notices during the Warning Periods, if any, after final approval and authorization by the County.
9. ACS shall provide, at its sole expense, a toll-free telephone number, with a live operator, accessible twenty-four (24) hours a day/seven (7) days a week for the purpose of answering citizen inquiries.
10. ACS shall permit the Authorized Employee to generate monthly reports using the ACS Standard Report System.

11. ACS shall provide to the County reports in such format that meets the County criteria and on a schedule to be mutually determined in writing by the parties prior to the implementation of the System, regarding the processing and issuance of Notices of Liability; the maintenance and downtime records of the Designated Intersections; and the functionality of the Vendor System with respect thereto. ACS and the County shall collaborate to customize reports to meet the County's specific reporting criteria.
12. ACS shall provide expert witnesses for use by the County in prosecuting Violations, at no cost to the County. This provision shall survive expiration or termination, for any reason, of this Agreement as necessary to prosecute and conclude hearings that extend beyond the term of this Agreement.
13. Notice of Liability. ACS shall prepare and provide to the County a Notice of Liability Form that provides, at a minimum, the following information:
 - 13.a. name and address of the owner of the vehicle involved in the Red Light Camera Violation;
 - 13.b. the registration number of the vehicle involved in the Red Light Camera Violation;
 - 13.c. reference to the County law violated;
 - 13.d. the location of the Intersection where the Red Light Camera Violation occurred;
 - 13.e. the date and time of the Red Light Camera Violation, with a unique Red Light Camera Violation control number that contains the Red Light Camera Violation date and time;
 - 13.f. a copy of the recorded image of the Red Light Camera Violation;
 - 13.g. the amount of fee and charges imposed; the date by which the fee and charges must be paid or contested; and that a failure to contest in the manner and time provided shall be deemed an admission of liability and a default judgment may be entered thereon;
 - 13.h. instructions on all methods of payment for the fee;
 - 13.i. a clear statement of the time limit to file an appeal and describing the procedure for appealing the Red Light Camera Violation.
14. The Notices of Liability shall include a statement that an Authorized Employee of the County has reviewed and observed the recorded images evidencing the violation of Suffolk County Local Law No. 20-2009; has found reasonable and probable grounds to believe that a Red Light Camera Violation has occurred; and can identify the license tag number of the violating vehicle. The Notices of Liability shall include a conspicuous statement, printed on larger, bold font, stating that if the owner of the vehicle fails to pay the civil fee within the time allotted, or fails to file an appeal, collection activities shall commence.
15. ACS agrees that the County shall have the right to review and approve the Notice of Liability form prior to its use by ACS and that in the event County determines additional or different information should be included in the Notice of Liability, ACS shall modify the Notice of Liability form, at its sole expense, to comply with those requirements, subject only to space limitations on the Notice paper.

16. ACS shall collect all Violation and penalty payments and shall deposit the County's predetermined share of the Violation payments, within the first ten (10) days of the month following collection, directly into an account established by the County.
17. Concurrent with deposit of the Violation payments as set forth in paragraph 16 above, ACS shall provide monthly written reports corresponding to such deposits, which shall include, but shall not be limited to:
- a. number of violations per camera and for the entire System;
 - b. number of violations paid per camera and for the entire System;
 - c. number of days each camera was operable/inoperable;
 - d. amount paid to the County per camera and for the entire system;
 - e. amount retained by ACS per camera and for the entire system;
 - f. the aggregate of all fees and revenues collected by ACS monthly and in year-to-date format; and
 - g. an aged-receivables report including: the receivable account's total balance; the receivable account's balance that is older than 30 days; the receivable account's balance that is older than 60 days; and the receivable account's balance that is older than 90 days.
18. Provisions shall be made for payments to be received by Pay-by-Web and Pay-by-Phone. All payments from violators sent by U.S. mail must be mailed to an ACS Post Office Box or paid via one of the alternate options; Pay-by-Web or Pay-by-Phone. Acceptable payments shall include personal checks or money orders payable to ACS; MasterCard; and Visa. ACS shall be responsible to pay all credit card service fees.
19. Unpaid violations shall be considered delinquent and referred to ACS for collections. Delinquent collection services to be utilized by ACS include: scofflaw notices, skip tracing, outbound telephone calling, legal demand notices, and credit bureau reporting. Collection activities and associated fees shall be mutually agreed upon, in writing, by the parties prior to implementation and shall be in compliance with applicable federal, State and County laws, regulations and procedures. Pre-collection notices shall be mailed by ACS on day thirty (30) and delinquent collection activities shall start on day thirty-one (31) if the Notice of Liability is not paid by day thirty (30). In addition, on day thirty-one (31) the County shall impose and ACS shall collect in accordance with paragraph 17 of this Article III, a twenty-five dollar (\$25) penalty from violators who fail to timely respond to a Notice of Violation. This paragraph 20 shall survive expiration or termination of this Agreement as necessary to pursue and collect outstanding and/or delinquent accounts.

End of Text for Article III

Article IV
Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article II that it shall prevail over the exhibit.

2. General Terms and Conditions

2.1 Agreement Subject to Appropriation of Funds. The Contract is subject to the amount of funds appropriated and any subsequent modifications thereof by the Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated by the Legislature for the Services.

2.2 Comptroller's Rules and Regulations for Consultant's Agreements

- a. The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the term of the Contract. The County shall provide the Contractor with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant's Agreements" during the term of the Contract.
- b. The Contractor agrees to maintain its accounts in the performance of the Contract in accordance with generally accepted accounting principles.
- c. The Contractor agrees to retain all accounts, records and other documents relevant to the Contract for six (6) years after final payment.
- d. All payments made under the Contract are subject to audit by the Comptroller. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer.

3. Specific Payment Terms and Conditions

3.1 No Cost to County

There shall be no expenditure by the County of any operating or capital funds related to or in connection with ACS' establishment, provision and maintenance of the Red Light Camera Safety Program in accordance with this Agreement.

3.2 County Revenue

- a. The revenue due to the County from ACS for paid violations shall be based upon a two-tier system as follows:

Number of Paid Violations Per Approach/Per Month Collected by ACS	Amount per Violation Paid to the County by ACS
Citations 1-90 – amount paid for each citation for the first 90 citations paid per approach each month	\$13.00
Citations 91+ – amount paid for each citation that is paid after 90 citations per approach per month are paid	\$33.00

- b. The twenty-five dollar (\$25) penalty collected by ACS from violators who fail to timely respond to a Notice of Violation, as set forth in Article III, paragraph 20 herein, shall be paid in full to the County by ACS.
- c. For each delinquent citation that ACS performs debt collection services, ACS will receive twelve dollars and fifty cents (\$12.50) of the twenty-five dollar (\$25) penalty that is collected from each violator for each citation that the violator failed to timely respond to the Notice of Violation.
- d. Payment transfer from ACS to the County, and deposit and reporting requirements shall be as set forth in Article III herein.

3.3 ACS Revenue

- a. The revenue to ACS per Citation shall be based upon a two-tier system as follows:

Number of Paid Violations Per Approach/Per Month Collected by ACS	Amount per Violation Retained by ACS
Citations 1-90 – amount retained for each citation for the first 90 citations paid per approach each month	\$37.00
Citations 91+ – amount retained for each citation that is paid after 90 citations per approach per month are paid	\$17.00

- b. The collection and retention by ACS of additional fees associated with delinquent violations shall be in accordance with Article III herein.

3.4 Calculation of Amount Retained by ACS

The calculation of the amount retained by ACS is determined by taking the total number of paid violations collected in a month and dividing by the number, including fraction of operating enforcement systems in the month to determine the number of paid violations to be allocated to each tier.

End of Text for Article IV

J.S.

Exhibit 1
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

"Comptroller" means the Comptroller of the County of Suffolk.

"Contract" means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

"Contractor" means the signatory corporation, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.

"County" means the County of Suffolk, its departments and agencies.

"County Attorney" means the County Attorney of the County of Suffolk.

"Department" means the signatory department approving the Contract.

"Engineering Services" means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

"Event of Default" means

a. The Contractor's failure to maintain the amount and types of insurance required by the Contract; or

b. The Contractor's failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

c. The Contractor's bankruptcy or insolvency; or

d. The Contractor's failure to cooperate in an Audit of Financial Statements; or

e. The Contractor's falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

f. The Contractor's failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

g. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

h. Any condition the County determines, in its sole discretion, is likely to cause physical injury or damage to persons and

property.

"Federal" means the United States government, its departments and agencies.

"Fund Source" means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

"Legislature" means the Legislature of the County of Suffolk.

"Services" means all that which the Contractor must do and any part thereof arising out of, or in connection with, the contract necessary to render the assistance and benefit intended by the Contract.

"State" means the State of New York.

"Suffolk County Payment Voucher" means the document authorized and required by the Comptroller for release of payment.

"Term" means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. Contractor Responsibilities

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities in the interest of the County in accordance with the provisions of the Contract.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

4. Qualifications, Licenses, and Professional Standards

a. The Contractor represents and warrants that it has, and shall continuously

possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. Notifications

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) business days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

J.S.

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. If there is no such location available to or maintained by the Contractor, such record shall be kept in electronic format in a medium accessible by the County. The physical address of the location of the aforesaid records and documents or the e-mail address of the person maintaining such electronic records shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and business addresses of all persons providing Services in connection with this Agreement, as well as their respective areas of certification, credentialing, registration, and licensing.

8. Engineering Certificate

In the event that the Contract requires any

Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

9. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice. Upon such termination, County agrees to reimburse Contractor for any reasonable, actual unamortized costs of Contractor for services provided pursuant to and in compliance with this Agreement.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

iii.) Notwithstanding the foregoing, if any condition described

above is curable within a thirty (30) day time period, the County may, at the County's option, provide the Contractor a thirty (30) day period to cure such condition. If the Contract fails to cure such condition within such time period, the County may terminate this contract at the end of such thirty (30) day period.

c. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) The County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse to the County the balance of any funds advanced to the Contractor for which Contractor is not entitled to keep under the terms of this Contract no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's legal or equitable remedies, or other rights available to it as set forth in the Contract.

agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.

b. The Contractor hereby represents and warrants that it shall not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. At the County's option, the County may require the Contractor to pay reasonable attorneys' fees for the defense of any such suit.

11. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

10. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be included as an additional insured. Such limits may be met through a combination of primary and excess liability insurance.

ii.) **Business Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of the Contract) with a combined single limit for bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000.00) per accident.

iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability** insurance in an amount not less than

Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate a reasonable increase in the liability limits set forth above in the immediate preceding paragraphs subject to negotiation with Contractor.

c. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, standard ACORD form certificates of insurance. Such certificate shall show the additional insured wording for commercial general liability.

e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation or nonrenewal of the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy required by this Contract.

f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. **Independent Contractor**

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

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

14. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

- i.) deny any individual the Services provided pursuant to the Contract; or
- ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
- iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
- iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
- v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

- i.) the Services to be provided, or
- ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty

shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

Notwithstanding any provision in this Contract to the contrary, County agrees that all pre-existing intellectual property, including but not limited to software, associated documentation, software upgrades, modifications and customizations, provided to County will at all times remain the property of Contractor. In the event Contractor provides County with pre-existing intellectual property, County will receive a limited license to use such intellectual property. Specific licensing terms will be negotiated on a case-by-case basis.

23. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract,

or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise), or

3. the sale, mortgage, hypothecation or pledge of the unencumbered assets of the Contractor. If the Contractor is a not for profit corporation, a change of twenty percent (20%) or more of its members shall be deemed a permitted Transfer.

b. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer;

iii.) the name and address of the proposed transferee;

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed

transferee, nature of the proposed assignee/transferee's business and experience;

v.) all forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

c. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 31 of Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

d. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

26. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County.

27. Publications and Publicity

a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."

b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

J.S.

28. Copyrights, Patents and Software License

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a limited, royalty-free, nonexclusive license to use any such materials for the sole purpose of fulfilling the County's obligations under this Contract.

b. Patents

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a limited, royalty-free, nonexclusive license to use any item so discovered or patented for sole purpose of fulfilling the County's obligations under this Contract.

c. Software License

Contractor hereby grants County a revocable, non-exclusive, non-transferable license to use for the duration of the Contract, as may be amended from time to time, the Citeweb™ Software interface provided by Contractor for use in performance of the contract within the United States of America for County's own operations without the rights to sublicense, modify, sell, decompile, reverse engineer or disassemble said Licensed Software for any purpose

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the County relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The County shall report to the Contractor in writing within ten (10) days of

the initiation by or against it of any legal action or proceeding in connection with or relating to The Contract.

32. Extensions to Contract Term

The performance of this contract has been predicated on the County taking no more than thirty (30) days to approve ACS' initial site surveys and no more than thirty (30) days to provide a Notice to Proceed with construction to ACS after the New York Department of Transportation approves ACS' building permit applications. The Parties further assume that the New York Department of Transportation will take no more than ninety (90) to approve ACS' highway work permit applications (not including any time spent by ACS for drawing/permit revisions). If in the performance of the contract the amount of days the County and the New York Department of Transportation take to approve each site exceeds 150 days then the contract will be extended a corresponding number of days beyond the initial two (2) year contract term according to the following calculation:

If it takes more than 150 days to obtain governmental approval for the aforementioned three (3) steps then the Parties agree to extend 2 year contract length under the follow conditions:

1. Start with a Extension Calculation Value (ECV) of "0"
2. Track the total days for governmental approval each site location
3. If governmental approval of each individual site location occurs before day 150, then subtract one (1) from the ECV for each day the governmental approval of the site location occurs before day 150
4. If governmental approval occurs after day 150, then add one (1) to the ECV for each day the governmental approval of the site location occurs after day 150
5. Once all locations have been installed divide the ECV by 50 intersections (unless less than 50 intersections are built) and the original 2 year base term of the contract will be extended by that many days.

End of Text for Exhibit 1

Exhibit 2
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions

apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code, including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to

reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. The Contractor shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as

defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be;

shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees."

"Affidavit Of Compliance With The

Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, of the Suffolk County

Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County local law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of section 143-5 of the Suffolk County Code under "Non-responsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section 590-3 of Article III of Chapter 590 of the Suffolk County Code.

10. Youth Sports

In accordance with Local Law No. 44-2009, (Suffolk County Code Chapter), all contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of the County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://www.co.suffolk.ny.us>.

End of Text for Exhibit 2

J.S.

Exhibit 3

Suffolk County Local Law No. 20-2009

J.S.

**RESOLUTION NO. 456 -2009, ADOPTING LOCAL
LAW NO. 20 -2009, A LOCAL LAW TO IMPLEMENT A RED
LIGHT CAMERA PROGRAM**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on April 28, 2009, a proposed local law entitled, "**A LOCAL LAW TO IMPLEMENT A RED LIGHT CAMERA PROGRAM**;" now, therefore be it

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

LOCAL LAW NO. 20 -2009, SUFFOLK COUNTY, NEW YORK

**A LOCAL LAW TO IMPLEMENT A RED LIGHT CAMERA
PROGRAM**

**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 beginning in 2001, the County of Suffolk sought authorization from the State of New York to install red light cameras at various intersections in Suffolk County. The County sought this authority in order to reduce the incidence of red-light running and thereby enhance public safety.

This Legislature further finds that in anticipation of State authorization, the County of Suffolk enacted Local Law No. 18-2001, which established a red light camera program consistent with then-pending State legislation.

This Legislature also finds that despite the County's repeated efforts, the New York State Legislature did not authorize red light cameras in Suffolk County until April, 2009.

This Legislature further finds that the County's existing red light camera law is not entirely consistent with the recently enacted State legislation.

Therefore, the purpose of this local law is to implement a red light camera demonstration program in Suffolk County that is consistent with the authorizing State legislation.

Section 2. Repeal.

Local Law No. 18-2001 and Article I of Chapter 467 of the SUFFOLK COUNTY CODE are hereby repealed in their entirety.

Section 3. Definitions.

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

OWNER – as defined in Article 2-B of NEW YORK VEHICLE AND TRAFFIC LAW.

J.L.

TRAFFIC-CONTROL SIGNAL PHOTO VIOLATION-MONITORING SYSTEM –a vehicle sensor installed to work in conjunction with a traffic-control signal which automatically produces two or more photographs, two or more micro-photographs, a videotape or other recorded images of each vehicle at the time it is used or operated in violation of Section 1111(d) of New York Vehicle and Traffic Law.

VEHICLE AND MOTOR VEHICLE – as defined in Section 125 of NEW YORK VEHICLE AND TRAFFIC LAW.

Section 4. Demonstration Program Established.

- ~~A. There is hereby established in the County of Suffolk a demonstration program which imposes liability on the owner of a vehicle for failure of an operator thereof to comply with traffic-control indications.~~
- B. Under this demonstration program, traffic-control signal photo violation-monitoring systems shall be installed and operated at no more than fifty (50) intersections within and under the County's jurisdiction at any one time.
- C. To the extent practicable, such demonstration program shall use necessary technologies to produce photographs that do not include images that identify the driver, passengers or contents of vehicles. However, no notice of liability issued pursuant to this law shall be dismissed solely because a photograph or photographs allowed for the identification of the contents of a vehicle.

Section 5. Owner Liability.

The owner of a vehicle shall be liable for a penalty imposed pursuant to this law if such vehicle is used or operated with the permission of the owner, express or implied, in violation of Section 1111(d) of NEW YORK VEHICLE AND TRAFFIC LAW, and such violation is evidenced by information obtained from a traffic-control signal photo violation-monitoring system. However, no owner of a vehicle shall be liable for a penalty under this law if the operator of the vehicle has been convicted of the underlying violation of Section 1111(d) of NEW YORK VEHICLE AND TRAFFIC LAW.

Section 6. Penalties.

- A. An owner liable for a violation of Section 1111(d) of NEW YORK VEHICLE AND TRAFFIC LAW, in accordance with Section 5 of this law, shall be liable for a monetary penalty of fifty dollars (\$50) for each violation. An owner shall be liable for an additional penalty of twenty-five dollars (\$25) for each violation for the failure to respond to a notice of liability within the time prescribed in the notice of violation.
- B. An imposition of liability under this law shall not be deemed a conviction and shall not be made part of the operating record of the person upon whom such liability is imposed nor shall it be used for insurance purposes in the provision of the motor vehicle insurance coverage.
- C. All fines and penalties collected pursuant to this law shall be deposited with the Suffolk County Treasurer.

Section 7. Notice of Liability.

- A. A notice of liability shall be sent by first class mail to each person alleged to be liable as an owner of a vehicle for a violation of Section 1111(d) of NEW YORK VEHICLE AND TRAFFIC LAW.
- B. A notice of liability shall contain the name and address of the person alleged to be liable for the violation as an owner, the registration number of the vehicle involved in such violation, the location where the violation occurred, the date and time of such violation and the identification number of the traffic-control signal photo violation-monitoring system or other document locator number. Further, the notice of liability shall advise the ~~person charged of the manner and the time in which he or she may contest the liability~~ alleged in the notice and that a failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.
- C. The notice of liability shall be prepared and mailed by the County of Suffolk or by any other entity authorized to do so by the County.

Section 8. Adjudication.

Adjudication of the liability imposed upon owners by this law shall be by the court(s) having jurisdiction over traffic infractions.

Section 9. Certificate as Prima Facie Evidence.

A certificate, sworn to or affirmed by a technician employed by Suffolk County, or facsimile thereof, based upon inspection of photographs, microphotographs, videotape or any other recorded images used by traffic-control signal photo violation-monitoring system, shall be prima facie evidence of the facts contained therein. Any photographs, micro-photographs, videotape or any recorded images evidencing such a violation shall be available for inspection in any proceeding to adjudicate the liability of such violation.

Section 10. Defenses.

- A. An owner shall have a valid defense to an allegation of liability under this law if the vehicle in question had been reported to a police department or agency as stolen prior to the time the violation occurred, and had not been recovered by the time the violation occurred. For the purposes of asserting this defense, it shall be sufficient that a certified copy of the police report on the stolen vehicle be sent by first class mail to the court having jurisdiction.
- B. An owner who is a lessor of a vehicle to which a notice of liability is issued shall not be liable for the violation, provided that he or she sends to the court having jurisdiction a copy of the rental, lease or other such contract covering such vehicle on the day of the violation, with the name and address of the lessee clearly legible, within thirty-seven (37) days after receiving notice of such violation. Failure to send such information within the thirty-seven (37) day time period shall render the owner liable for the penalty prescribed in this law. When the lessor complies with the provisions of this paragraph, the lessee of such vehicle on the date of the violation shall be deemed to be the owner of such vehicle for the purposes of this law and shall be subject to liability for the

violation of Section 1111(d) of NEW YORK STATE VEHICLE AND TRAFFIC LAW and shall be sent a notice of liability.

- C. No owner of a vehicle shall be subject to a monetary fine under this law, if the operator of such vehicle was operating the vehicle without the consent of the owner at the time of the violation. However, there shall be a presumption that the operator of such vehicle was operating the vehicle with the consent of the owner at the time the violation occurred.
- D. It shall be a defense to an allegation of liability under this law that the traffic control indications were malfunctioning at the time of the alleged violation.

Section 11. Indemnification.

If the owner of a vehicle liable for a violation of Section 1111(d) of NEW YORK VEHICLE AND TRAFFIC LAW pursuant to this law was not the operator of the vehicle at the time of the violation, the owner may maintain an action for indemnification against the operator.

Section 12. Annual Report.

The County Executive is hereby authorized and empowered to designate the appropriate department or agency to prepare and submit an annual report of the results of the use of the traffic-control signal photo violation-monitoring system to the Governor, the temporary President of the New York State Senate and the Speaker of the Assembly.

Section 13. Applicability.

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

Section 14. 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 15. 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 16. Effective Date.

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

Section 17. Expiration Date.

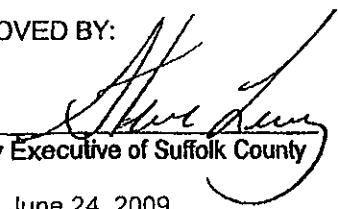
This law shall expire on the December 1, 2014 unless it is extended by the enactment of another local law pursuant to State authorization

[] Brackets denote deletion of existing language

_____ Underlining denotes addition of new language

DATED: June 9, 2009

APPROVED BY:

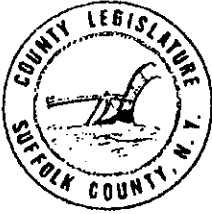


County Executive of Suffolk County

Date: June 24, 2009

After a public hearing duly held on June 22 2009
Filed with the Secretary of State on June 30, 2009

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY



This is to Certify That I, TIM LAUBE, Clerk of the
of the County of Suffolk, have compared the foregoing copy of resolution with the
original resolution now on file in this office, and which was duly adopted by the
County Legislature of said County, on June 9, 2009, and by the
County Executive on June 24, 2009, after a public hearing duly held on
June 22, 2009 and filed with the Secretary of State on June 30, 2009
and that the same is a true and correct transcript of said resolution and of the whole
thereof.

In Witness Whereof, I have hereunto set my hand and the official
Seal of the County Legislature of the County of Suffolk on

Tim Laube

Clerk of the County Legislature

RESOLUTION NO. 456 -2009, ADOPTING LOCAL
LAW NO. -2009, A LOCAL LAW TO IMPLEMENT A RED
LIGHT CAMERA PROGRAM

Intro. Res. 1311

Res. No. 456

June 9, 2009

Motion:
Romaine, Schneiderman, Browning, Beedenbender, Losquadro,
Eddington, Montano, Alden, Lindsay, Vioria-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stam, D'Amato, Cooper

Co-Sponsors:

Romaine, Schneiderman, Browning, Beedenbender, Losquadro
Eddington, Montano, Alden, Lindsay, Vioria-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stam, D'Amato, Cooper

Second:
Romaine, Schneiderman, Browning, Beedenbender, Losquadro,
Eddington, Montano, Alden, Lindsay, Vioria-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stam, D'Amato, Cooper

LD	Legislator	Yes	No	Abs	NP	R
1	Edward P. ROMAINE					
2	Jay H. SCHNEIDERMAN					
3	Kate M. BROWNING					
4	Brian BEEDENBENDER					
6	Daniel P. LOSQUADRO					
7	Jack EDDINGTON					
9	Ricardo MONTANO					
10	Cameron ALDEN					
11	Thomas F. BARRAGA					
12	John M. KENNEDY, JR.					
13	Lynne C. NOWICK					
14	Wayne R. HORSLEY					
15	DuWayne GREGORY					
16	Steven H. STERN					
17	Lou D'AMARO					
18	Jon COOPER					
5	Vivian VILORIA-FISHER, D.P.O.					
8	William J. LINDSAY, P.O.					
Totals		18				

MOTION

☒ Approve
 Table: _____
 Send To Committee
 Table Subject To Call
 Lay On The Table
 Discharge
 Take Out of Order
 Reconsider
 Waive Rule _____
 Override Veto
 Close
 Recess

APPROVED ☒ FAILED _____

No Motion _____ No Second _____

RESOLUTION DECLARED☒ ADOPTED

NOT ADOPTED

Roll Call _____ Voice Vote ☒

Tim Laube
 Tim Laube, Clerk of the Legislature

J.S.

Appendix

Public Disclosure
Living Wage

Union Certification

Lawful Hiring

Comptroller's Rules


Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.

1. Contractor's/Vendor's Name ACS State & Local Solutions Inc.
Address 12410 Milestone Center Dr
City and State Germanstown MD Zip Code 21876
2. Contracting Department's Name ACS State & Local Solutions
Address 8260 Willow Oaks Corporate Dr Fairfax VA 22031
3. Payee Identification or Social Security No. 13-1996647 22031
4. Type of Business ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? ☒ Yes ☐ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? ☐ Yes ☒ No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)
See Attached
7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).
See Attached
8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? ☐ Yes ☒ No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) Red light running camera
11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

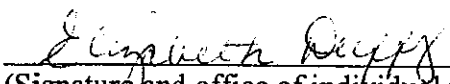
Dated: 3-29-10
Printed Name of Signer:
Title of Signer:
Name of Contractor/Vendor:

Signed: 
mark Hammer
AC state & local solution

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
COUNTY OF) ss.:

On the 31 day of March in the year 2010 before me, the undersigned, personally appeared Mark Hammer personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(Signature and office of individual taking acknowledgement)

ELIZABETH DUFFY
Notary Public, State of New York
No. 02063077050
Qualified in Suffolk County
Expires July 1, 2010

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

STATE OF)
)ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in _____

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

(Signature and office of individual taking acknowledgement)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: ACS State & Local Solutions, Inc. is 100% owned by Affiliated Computer Services, Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization: ☐ Partnership

☒ Corporation ☐ Sole Proprietorship ☐ Limited Partnership

☐ Limited Liability Corp. ☐ Limited Liability Partnership ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name	Affiliated Computer Services, Inc.	Name	
Home Address:	2828 N Haskell Ave.	Home Address	
	Dallas, TX 75204		
Name		Name	
Home Address		Home Address	
Name		Name	
Home Address		Home Address	

Subscribed and sworn before me this 17th
day of July, 2009

Allen Shutt
(Affiant)

Allen Shutt, Vice President
(Print Name and Title of Affiant)

(Notary Public)

My Commission expires:
(SEAL)

2/13/2010

ACS State & Local Solutions, Inc.
(Incorporated in New York)
12410 Milestone Center
Germantown, MD 20876
Allen Shutt, Vice President
Email: allen.shutt@acs-inc.com
Office: (301) 820-4275

LOCAL LAW 25 AS AMENDED

PURSUANT TO LOCAL LAW NO. 25-1990, AS AMENDED, THE FOLLOWING ITEMS ARE TO BE COMPLETED BY ALL CONTRACTORS.

Reference: LOCAL LAW 14-1976
LOCAL LAW 6-1979
LOCAL LAW 28-1993
LOCAL LAW 28-2004

1. The entity signing this document acknowledges that they have read and are familiar with the provisions of Local Law 25-1990 as amended.
2. Do you possess a record of felony conviction(s) within the ten years preceding the date of submission of the bid involving the offense(s) of extortion, coercion, bribery, theft, fraud, violence (specifically relating to business, labor or commerce) sabotage, collusive bidding/bid rigging, combination in restraint of trade, conspiracy and/or attempts of any of these offenses?
☐ Yes ☒ No
3. Has your firm/corporation, association, partnership, institution, joint venture, or joint stock association been convicted of any of the offenses listed in question 2 above within the ten years preceding the date of the bid on this municipal project or contract?
☐ Yes ☒ No
4. If a corporation, are there any shareholders owning over 5% of the outstanding shares of the corporation, or officers of the corporation who have been convicted of a felony criminal conviction(s) within the ten years preceding the date of submission of the bid involving any of the offense(s) listed in question 2 above?
☐ Yes ☒ No
5. Does any relative within the third degree of consanguinity of an officer of the firm/corporation or of a shareholder owning over 5% of the outstanding shares of the corporation possess a record of a felony conviction within the ten years preceding the date of submission of this bid involving any of the offenses listed above in question 2 above? ☐ Yes ☒ No

If the response to any question is yes, state the offense, date of conviction and court of conviction.

OFFENSE	DATE OF CONVICTION	COURT

6. If the answer to any of the questions above is yes you will be determined to be a "non-responsible bidder", except as permitted by Local Law 25-1990 as amended.
7. Any contract entered into in violation of this law shall be null and void ab initio and any entity entering into such agreement shall not be entitled to any compensation pursuant to said agreement.
8. Any intentional or knowing misrepresentation made pursuant to the requirements of Local Law 25-1990 as amended shall constitute an unclassified misdemeanor, and the person making such intentional or knowing misrepresentation shall be subject to punishment of a fine of \$1,000 and/or up to one year of imprisonment and shall be barred from bidding on future County contracts. Each such violation shall constitute a separate and distinct offense.

Verification. This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: 3-30-10
Printed Name of Signer:
Title of Signer:
Name of Contractor/Vendor:

Signed: [Signature]
VP of Sales
ACC STATE & Local Sales

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Within New York State)

STATE OF NEW YORK
COUNTY OF) ss.:

On the 31 day of March in the year 20010 before me, the undersigned, personally appeared Mark Hammer personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
(signature and office of individual taking acknowledgement)

ELIZABETH DUFFY
Notary Public, State of New York
No. 01006077050
Qualified in Suffolk County
Commission Expires July 1, 2010

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

STATE OF)
COUNTY OF) ss.:

On the _____ day of _____ in the year 200__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in _____

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

(signature and office of individual taking acknowledgement)

NOTICE OF APPLICABILITY
OF LIVING WAGE LAW

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By The Living Wage Unit

DATE: March 31, 2010

TO: Laura Conway, SCDPW

FROM: Brenda Rosenberg, Director of Living Wage Compliance Unit

TELEPHONE #: 853-2063

VENDOR: 13-1996647

REF: 09-90022

You are hereby notified that the response from ACS State and Local Solutions has been evaluated by the *Living Wage* Unit of the Suffolk County Department of Labor.

We find:

 X The documents submitted with this contract / proposal are complete and conform to the requirements of the *Living Wage* Law (Local Law #12-2001). The Awarding Agency may proceed with the normal and customary procedure for administering contracts.

 The documents submitted with this contract / proposal are not complete, or do not conform to the requirements of the *Living Wage* Law (Local Law #12-2001).

Employers who fail to submit documents or information required to demonstrate compliance with the Law shall be deemed non-responsive and subject to disqualification.

If the employer is presently under contract, the contractor shall be deemed non-compliant and the appeals process shall be made available to said employer (Chapter 347-5 A & B).

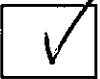
SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT
UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

Section I The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (**Chapter 466-3 A**), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (**Chapter 466-3 B**)

Check if
Applicable



I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (**Chapter 466-3 H**)

I/we further agree that I/we will not use County property to hold meetings to assist, promote or deter union organizing. (**Chapter 466-3E**)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (**Chapter 466-3I**)

I/we further affirm to the following as to goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

Section II

Check if
Applicable



The Union Organizing Law does not apply to this contract for the following reason(s):

SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT
UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

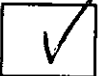
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Section I

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Check if
Applicable



I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (**Chapter 466-3 H**)

I/we further agree that I/we will not use County property to hold meetings to assist, promote or deter union organizing. (**Chapter 466-3E**)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

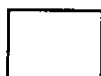
I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (**Chapter 466-3I**)

I/we further affirm to the following as to goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

Section II

Check if
Applicable



The Union Organizing Law does not apply to this contract for the following reason(s):

Section III

Contractor Name: ACS State & Local Solutions Federal Employer ID#: 13-1996647
Contractor Address: 12410 Milestone Ct Dr Amount of Assistance: 10%
Granite MD 20876 Vendor #: _____
Contractor Phone #: 215-264-1629
Description of project or service: Install Red Light Camera within the County

Section IV

In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification and that the above is true and correct.

Authorized Signature

Date

3-31-10VP of Pss Sales

Print Name and Title of Authorized Representative

VERIFICATION OF SUBMISSION OF *LAWFUL HIRING OF EMPLOYEES*

Suffolk County Code, Chapter 234 (2006)

To Be Completed By the Lawful Hiring of Employees Unit

DATE: January 20, 2010

TO: Daniel J. Dresch, Jr., Dir. of Traffic Safety, SCDPW

FROM: Brenda Rosenberg, Director (Living Wage Unit)

TELEPHONE #: 853-3808

EMPLOYER: ACS State & Local Solutions, Inc.

VENDOR #: 13-1996647

REF #: 09-90022

You are hereby notified that the submission from ACS State & Local Solutions, Inc. has been received by the *Lawful Hiring of Employees* Unit of the Suffolk County Department of Labor. We find that this submission is complete and is in compliance with the requirements set forth by the Suffolk County *Lawful Hiring of Employees* Law (Local Law #52-2006),.

****Please submit paperwork for the subcontractor -- Johnson Electrical**

COUNTY OF SUFFOLK

DEPARTMENT OF AUDIT AND CONTROL

**Comptroller's Rules and Regulations
for Consultant's Agreements**

REVISION D

EFFECTIVE 6/01/01

**JOSEPH SAWICKI, JR.
COUNTY COMPTROLLER**

J.S.

TABLE OF CONTENTS

Purpose	<u>Page</u> 1
Scope	1
Definitions	1
Allowable Claims	1
Claim Submission	2
Out of Pocket Expenses	4
Sub-Contractor Claims	6
Certified Statements	7
EXHIBITS	
EXHIBIT A County of Suffolk, Standard Payment Voucher - FORM PV	9
EXHIBIT B Consultant's Time Summary - FORM A & C 108	10
EXHIBIT C Consultant's Expense Summary - FORM A & C 109	11
EXHIBIT D Employee's Overtime Expense Summary - FORM A & C 110	12

1. **Purpose-** This Manual establishes procedures for the reimbursement of expenditures for consultants under contract with the County.
2. **Scope-** These instructions apply to all County departments and agencies utilizing consultant services.
3. **Definitions-**
 - a. **Consultant-** An individual or firm engaged to provide outside professional services to Suffolk County departments and agencies.
 - b. **Consultant's Agreement-** A written contract describing the specific services to be rendered by the consultant and the amount and terms of payment for the services to be made by the County. The consultant's agreement shall constitute the sole authorization for payment of claims. The consultant's agreement shall be prepared in accordance with the County Executive's Operating Procedures, SOP #I-05. Non-specific general purpose or lump sum payment agreements are not recommended.
4. **Allowable Claims-** Only claims which are submitted for expenditures specifically identified in the agreement will be approved for payment.

Generally, the agreement will stipulate a maximum fee for services rendered which is based upon a rate per day or per hour. Accordingly, a rate schedule is an integral part of each consultant's agreement. Increases will be allowed only by amendment to the agreement. Out-of-pocket expenditures are reimbursable if it is so stipulated in the consultant's agreement.

5. **Claim Submission**- Consultants should submit their claims for reimbursement through the County department or unit responsible for the consultant's assignment, using appropriate forms, as indicated below:

a. **Claim Voucher**- A *County of Suffolk Standard Payment Voucher Form* FORM-PV (Exhibit A) must accompany each consultant claim. The claim voucher should refer to the consultant's agreement under which payment is requested and indicate the category of expenses or contract covenant applicable to the claim voucher. It should be initialed by the departmental unit representative under whose supervision or jurisdiction the work was performed, signifying that the consultant has complied with all the terms and conditions of the agreement under which the payment is requested. The voucher must then be signed by the department head or his duly authorized representative and forwarded to the Department of Audit and Control for payment.

b. **Consultant's Time Summary, Form A&C 108 (Exhibit B)** - The Consultant's Time Summary should be used to record daily hours worked by each staff member of the consultant working on the project. Space is provided to record and extend the hours and wages of each staff member assigned to the project on one form. The completed Form A&C 108 must be signed by an authorized individual of the consultant's firm. It should then be attached to FORM PV, County of Suffolk Standard Payment Voucher Form. A copy of the consultant's payroll register with a cover letter indicating the individuals charged to the project for the claim period will be accepted as a substitute for the Consultant's Time Summary.

J.S.

c. Consultant's Expense Summary, Form A&C 109 (Exhibit C) - The Consultant's Expense Summary should be used to detail expenses for travel, meals, lodging or other necessary and reasonable out-of-pocket expenditures incurred on the project. Each expense item should be documented by a receipted bill, sales slip or invoice, which total the daily expenditures shown on the form. The completed Form A&C 109 must be signed by an authorized individual of the consultant's firm. It should then be attached to FORM PV, County of Suffolk Standard Payment Voucher Form.

d. Employee's Overtime Expense Summary, Form A&C 110, (Exhibit D)- The County will reimburse employee overtime expenses only when there is a contractual obligation to do so. The consultant must fill in all applicable information for each day that overtime is claimed.

The County will reimburse overtime related expenses (mileage, taxi fare, meals) only if these benefits are part of the company's own policy regarding employee overtime and these expenses are a pass-through expense of the company and ultimately paid to the employee. The consultant must provide the County with a printed copy of its overtime policy in order to have such claims considered.

The completed Employee's Overtime Expense Summary (FORM A&C 110) must be signed by an authorized individual of the consultant's firm. It should then be attached to FORM PV, County of Suffolk Standard Payment Voucher Form.

J.S.

6. **Out-of-Pocket Expenses**- If these expenses are reimbursable under the consultant's agreement, the following rules and guidelines should be considered before incurring such expenses and submitting claims:
- a. **Meals**- Meals are reimbursable under a consultant's contract only if the purpose of the meal is valid, that is, authorized under the contract as subsistence while traveling. Effective January 1, 1987, the per diem meal allowance shall be in accordance with the current maximum reimbursement rate for food as established by the U.S. General Services Administration for the New York region. As published in IRS Publication 1542 per meal rates shall be prorated. (2001 rate is \$38.00 per diem including tax, prorated as follows: \$12.66 per meal: breakfast, lunch, and dinner.) Audit and Control should be contacted for allowable rates for future fiscal periods. (Gratuities, at a reasonable and customary rate, shall be reimbursed over and above the stated limits.)

The County will not honor claims for the reimbursement of "business meals" submitted by members of the consultant's firm who are not traveling out of town (overnight) in performance of the contract. Where a consultant meets the necessary criteria to be reimbursed for meals, no receipts will be necessary but a certified statement will be required.

- b. Lodgings- Effective January 1, 1987, claims for lodgings will be reimbursed at a rate not to exceed the current maximum reimbursement rate for lodging as established by the U.S. General Services Administration for the New York region as published in the IRS Publication 1542 (2001 rate is \$149.00 per diem, including taxes.) Claims for lodgings must be accompanied by paid receipts. Audit and Control should be contacted for the allowable rate for future fiscal periods.
- c. Air Fare- Airfare will only be reimbursed at the economy coach rate and a receipt will be necessary. Individuals choosing to fly first class will not be reimbursed for the premium expenses incurred.
- d. Mileage- The County will reimburse mileage claims in accordance with the applicable current rate being allowed by the U.S. Internal Revenue Service (2001 rate is \$.34 ½ per mile). Consultant must provide origin, destination and miles traveled for each trip. Audit and Control should be contacted for the allowable rate for future fiscal periods.
- e. Taxis- Taxi fares up to \$25.00 will be reimbursed based on actual receipt or certified statement. Any taxi expenses in excess of \$25.00 per trip will require receipts. Receipts and certified statements shall include origin and destination, as well as the purpose of the trip.
- f. Subways and Buses (local)- A certified statement will be adequate documentation for these expenses.
- g. Tolls- Receipts or certified statements will be adequate documentation for this expense.

J.S.

- h. Telephone Expense- Telephone expenses up to \$25.00 per month will be reimbursed based on a receipt or certified statement. Telephone expenses totaling over \$25.00 will require copies of the telephone company bills with the appropriate calls circled.
 - i. Photocopies- In lieu of a specific contract for photocopies, the County will reimburse at a cost not to exceed \$.15 per copy, including labor. A certified statement will suffice for reimbursement.
7. Sub-Contractor Claims- When the consultant is authorized in the Consultant's Agreement to hire a sub-contractor, the Comptroller's office should be supplied a copy of the sub-contractor's agreement. Claims will not be processed if they are not in compliance with the contract between the Consultant and the County. The reporting requirements of the sub-contractor will be the same as that of the Consultant. Details of all expenditures claimed must be documented in the same manner. If the sub-contractor's agreement with the Consultant is a lump-sum payment agreement, detailed documentation reporting requirements are waived.

J.S.

8. Certified Statements- When the consultant incurs minor travel or other out-of-pocket expenses for which receipts are not available, he shall prepare an itemized statement detailing the type and amount of expense, including the time, date, and place incurred. After summarizing expenses claimed, the consultant must add and sign the following certification terminology:
- "I DID INCUR THIS EXPENSES AS A RESULT OF BUSINESS CONDUCTED IN
RELATION TO THE CONTRACT WITH SUFFOLK COUNTY."

Signature of Authorized Person

J.S.

EXHIBITS

EXHIBIT A

County of Suffolk, New York - Payment Voucher										Payment Voucher #		Responsible Agency		Modify #	
P.O. Box 6100, Hauppauge, NY 11788-0099 56-0106 199										329252					
Date of Record (mm/dd/yy)			Accounting Period (mm/yy)			Budget FY (yy)			Document Total (Include Cents)						
Vendor Code (10-1)						Address									
Vendor Name															
Single Check Indicator (Y/N)			Scheduled Pay Date (mm/dd/yy)			Offset Liability Account (4)									
Ln (62)	Reference Document CU (12) Number (11) Ln (12)		Com Ln # (3)	Invoice Number (12) Ln (1)		Fed (3)	Agcy (3)	Orgn (4)	Sub Org (2)	Acct (4)	Obj (4)	Sub Obj (2)	Rptd Cat (4)	Capital Project # (8)	
Rev (4)	BS Acct (4)	Description (17)				Amount (Include Cents)						UD	P/F		
01															
02															
03															
04															
05															
Additional Comments															
DEPARTMENT CERTIFICATION: I hereby certify that the materials above specified have been received by me in good condition without substitution. The service properly performed and that the quantities thereof have been verified with the exceptions of discrepancies noted and payment is approved.								PAYEE CERTIFICATION: I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; that taxes from which the County is exempt are excluded and that I have read and am familiar with the provisions of Local Law 32-1980 as detailed in the payee instruction section of this voucher.							
SIGNED		DATE		TITLE		PAYEE'S SIGNATURE		TITLE		NAME OF COMPANY					
Form PV		Original		Audit & Control		Yellow Copy		Department Accounting							

J.S.

- 11 -
EXHIBIT C
COUNTY OF SUFFOLK
CONSULTANT'S EXPENSE SUMMARY
DEPARTMENT OF AUDIT & CONTROL - FORM A&C 109

CONSULTANT'S NAME _____ PERIOD BEGINNING _____ PERIOD ENDING _____

Expenditure Items	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	AMOUNT DUE
	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
Air, Rail or Bus Transportation																	
Auto Rental or Mileage (Attach Schedule)																	
Tolls and Parking Fees																	
Taxi or Limousine (Attach Schedule)																	
Meal/Tips																	
Lodging/Tips																	
Telephone and Telegraph																	
Materials or Supplies																	
Equipment																	
Other Supporting Services (Attach Schedule)																	
																	\$

All expenditures should be covered by receipted bills and/or valid explanation. Necessary purchases of materials, supplies, equipment or services should be supported by summaries showing vendor, description, unit cost and purpose.

TOTAL REIMBURSABLE CONSULTANT TIME:

AUTHORIZED SIGNATURE _____

JS.

EXHIBIT D

EMPLOYEE'S OVERTIME EXPENSE SUMMARY

(Submit with Consultant's Expense Summary)

Department of Audit and Control - FORM A&C 110

Employee's Name:					Regular Rate \$:		Overtime Rate \$:	
Date	Straight Time From To		Total S.T. Hours	Overtime Worked From To		O.T. Hours	O.T. Hours x O.T. Rate	Purpose of Overtime
Total						\$		

OTHER REIMBURSABLE OVERTIME EXPENSES

Date	Meals	* Mileage Allowance	* Taxi or Limo	Total Per Day
				\$
Total				\$

ALL EXPENDITURES
SHOULD BE
COVERED BY
RECEIPTED BILLS
AND/OR VALID
EXPLANATIONS

* - State origin and destination. Use back of sheet if necessary.

Consultant's Name _____

Authorized Signature _____

FORM A&C 110

2.5

