

SUFFOLK COUNTY POLICE DEPARTMENT

COMPLIANCE REPORT

August 1, 2015

Assessing Implementation of the 2014 Settlement Agreement between the United States and the Suffolk County Police Department



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INTRODUCTION

On January 13 2014, the Suffolk County Police Department and the United States of America entered into this Agreement to memorialize their joint commitment to ensuring that police services continue to be provided to the people of Suffolk County in a manner that complies with the Constitution and the laws of the United States. Since the inception of the Agreement, the parties have collaborated to identify best practices in several areas. With the valuable assistance of the United States, the Suffolk County Police Department has developed a variety of new policies and procedures to implement these practices in its training, administration and operations. New and amended policies and procedures are presented in this Compliance Report for the United States' review and comment. The Department is eager to continue its close working relationship with the United States to provide a model of community based, bias-free police service that is accountable and accessible to all.

MONITORING THE AGREEMENT

IX. Monitoring of the Agreement
<p data-bbox="293 426 610 457">c. Compliance Reporting</p> <p data-bbox="293 489 1256 615">i. SCPD will collect and maintain all data and records necessary to</p> <ol data-bbox="293 520 1208 615" style="list-style-type: none"> <li data-bbox="293 520 1179 552">1. document implementation of and compliance with this Agreement; and <li data-bbox="293 552 1208 615">2. perform ongoing quality assurance in each of the areas addressed by this Agreement. <p data-bbox="293 615 1256 772">ii. Six months from the Effective Date, and every six months thereafter until this Agreement is terminated, the County will provide to the United States a self-assessment Compliance Report indicating whether the County has reached one of three levels of compliance with this Agreement: Substantial Compliance, Partial Compliance, or Non-Compliance.</p> <ol data-bbox="293 772 1289 993" style="list-style-type: none"> <li data-bbox="293 772 1240 846">1. "Substantial Compliance" indicates that the County has achieved compliance with most or all components of the relevant provisions of the Agreement. <li data-bbox="293 846 1289 930">2. "Partial Compliance" indicates that the County has achieved compliance on some of the components of the relevant provisions of the Agreement, but significant work remains. <li data-bbox="293 930 1219 993">3. "Non-Compliance" indicates that the County has not met most or all of the components of the Agreement. <p data-bbox="293 993 1057 1024">iii. In addition to the above, the Compliance Report will include:</p> <ol data-bbox="293 1024 1279 1339" style="list-style-type: none"> <li data-bbox="293 1024 1208 1087">1. the steps SCPD and the County have taken during the reporting period to implement this Agreement; <li data-bbox="293 1087 963 1119">2. plans to correct any problems or lack of compliance; <li data-bbox="293 1119 1263 1182">3. a response to any concerns raised by the United States regarding the County's previous Compliance Report; <li data-bbox="293 1182 1279 1224">4. a projection of the work to be completed during the upcoming reporting period; <li data-bbox="293 1224 1187 1276">5. any anticipated challenges or concerns related to implementation of the Agreement; and <li data-bbox="293 1276 1247 1339">6. a summary of documents relied on for statistical purposes or general data as the basis for self-assessment. <p data-bbox="293 1339 1268 1434">iv. The Compliance Report may exclude assessments of the sections of the Agreement for which the United States has already determined the County to be in substantial compliance.</p>

This Report issues pursuant to section (IX)(c)(ii) of the Agreement, and is the third Compliance Report that the Department has submitted. The Department has taken significant steps during the past year to implement all provisions of the Agreement and to ensure the continued utilization of best practices in policing. Each section of the Agreement is presented below along with the corresponding measures taken by the Department to achieve compliance. A self-assessment of that compliance level is provided, and all pertinent documentation is attached. Issues raised by the United States in its letters of March 23, 2015 and June 22, 2015, as well as its Compliance Assessment of June 26, 2015 are addressed under each corresponding section.

BIAS FREE POLICING

III. Bias Free Policing

b. Policies and procedures

i. SCPD will maintain implementation of a comprehensive policy prohibiting discrimination, including the denial of services, on the basis of race, color, ethnicity, national origin, religion, or sexual orientation in SCPD police practices.

ii. SCPD's policy on bias-free policing will prohibit officers from using race, color, ethnicity, national origin, religion, or sexual orientation in conducting stops or detentions, or activities following stops or detentions, except when engaging in appropriate suspect-specific activity to identify a particular person or persons.
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Incorporating suggestions made by the United States in their letter of March 23, 2015, the Department has created Rules and Procedures Chapter 1, §11 to define and prohibit bias-based policing. (**Attachment #1**) This new section replaces previously proposed amendments to Chapter 2, §2 which placed the prohibition against biased-based policing in the context of "Rules of Conduct". The new section will allow members to find relevant definitions and prohibitions quickly and easily.

Finally, in order to maintain our commitment to Bias-Free Policing in the mission statement of the Department, Chapter 1, §1 has retained the proposed language offered in the January 2015 Compliance Report. This language has been modified to include suggestions from the United States' letter of March 23, 2015. (**Attachment #2**)

COMPLIANCE LEVEL

As the United States has noted, more time will be required to determine the effects of these policy changes. The Department concurs that a level of **Partial Compliance** is appropriate at this time as to § III(b)(i) of the Agreement. The Department also agrees that revision of R&P Chapter 1, §1, and creation of R&P Chapter 1, §11 constitutes **Substantial Compliance** with § III(b)(ii).

III. Bias Free Policing

b.

iii. SCPD policy will require that, within five days of receipt, SCPD will refer any complaint of discriminatory policing to IAB for a full investigation. Throughout the pendency of this Agreement, SCPD will also send a copy of any such complaint and material documenting the resulting investigation to the United States within five business days upon completion of the investigation

As previously reported, the Department has instituted a policy requiring 48 hour notice to IAB of all discriminatory policing complaints. Every complaint of discriminatory policing lodged during this reporting period has been reviewed by IAB command staff in order to determine the length of time from intake to referral. No deficiencies were detected.

In its letter of March 23, 2015 (at page 7), the United States has questioned the removal of certain language from Rules and Procedures Chapter 5, §2. During the revision of this section it was noted by the Department that inclusion of the term "official misconduct" was confusing, due to the existence of a New York Penal Law offense by the same name. The Department did not wish to maintain a competing administrative definition of "official misconduct", and decided to remove it entirely from Chapter 5, §2. (**Attachment #3**) The term "discriminatory policing" was removed in error during this revision of Chapter 5, §2(I). The Department has remedied this by re-inserting "discriminatory policing" into Chapter 5, §2(I).

As the term "official misconduct" no longer appears in this section, no statement regarding its relationship to discriminatory policing is necessary. The Department believes this to be a less confusing construction of terms, and does not believe it diminishes the status of "discriminatory policing" as an allegation that must be reported to superiors, especially in light of the inclusion of discriminatory policing in the "Purpose" paragraph of this policy.

COMPLIANCE LEVEL

The Department concurs that the amendments which have reorganized and clarified language in R&P Chapter 5, §2 constitute **Substantial Compliance** with § III(b)(iii) of the Agreement. The Department also will continue to ensure adherence to the required referral deadline via IAB command staff review as detailed in Chapter 5, §2 (VI)(C)(1).

<p>III. Bias Free Policing</p>

<p>b.</p>

<p>iv. SCPD officers who are found to have engaged in discriminatory policing will be subjected to disciplinary action and, where appropriate, will be referred for possible criminal prosecution</p>

The Department has committed to bringing administrative disciplinary action against any member found guilty of discriminatory policing. As the United States has recognized, no officers have been found guilty of discriminatory policing during this reporting period.

COMPLIANCE LEVEL

The Department concurs with the conclusion that no compliance level can be assessed at this time. All allegations of discriminatory policing will continue to be fully investigated by the Internal Affairs Bureau, and substantiated charges will be referred for disciplinary action, and prosecution where applicable.

<p>III. Bias Free Policing</p>

<p>b</p>

<p>v. SCPD will maintain and implement a policy that promotes bias-free policing and equal protection within its hiring, promotion, and performance assessment processes. Officers who have a history of engaging in biased policing practices will not be entitled to promotional opportunities, except as required by collective bargaining laws and Civil Service Laws, rules and regulations</p>
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Rules and Procedures Chapter 26, §1 has been amended to address the functions of all subordinate units within the Community Response Bureau. (**Attachment #4**) Recruitment operations are addressed in Chapter 26, §1 (VI)(C)(4), where the Department's commitment to bias-free policing and equal protection in hiring are memorialized. As reported in prior Compliance Reports, measures promoting these ideals in promotion and performance assessment are already in place in Rules and Procedures Chapter 17, §2, Chapter 10, §3 and Chapter 13, §9

COMPLIANCE LEVEL

The Department concurs in the United States' determination that **Partial Compliance** has been achieved pending review and approval of a new draft of Rules and Procedures Chapter 26, §1.

III. Bias Free Policing

b.

vi. SCPD will implement a revised Chapter 16, Section 4, "Arrest of Non-US Citizens and Persons with Dual Citizenship," as previously approved by the United States

The Department has submitted a revised version of this chapter which has received approval from the United States. In their Compliance Assessment of June 2015 the United States has inquired as to how the Department will gauge successful implementation of the notification requirements contained in Chapter 16, §4. The Department has determined that an amendment to Chapter 16, §4 (VI)(B)(3) will be necessary to direct arresting officers to note consular notification on the Arrest Worksheet. As this document is entirely online, system changes to the arrest processing platform must be made. These changes will be complete by the end of the next reporting period, and will entail an addition to the "Citizenship & Birthplace" field which will require arresting officers to input the consular official notified and the date and time of notification. A sample page from an arrest report illustrates how this information will be displayed. (**Attachment #5**)

COMPLIANCE LEVEL

The Department concurs with the United States assessment of **Partial Compliance** for this section.

III. Bias Free Policing

b.

vii. Six months after the Effective Date and every six months thereafter throughout the pendency of this Agreement, SCPD will provide to the United States a report showing civilian complaints regarding police services related to allegations of discrimination and biased policing, noting the disposition of each complaint, if any, the geographic area in which the alleged discrimination occurred, the demographic category involved, and what measures, if any, SCPD will take as a result of the analysis.

From December 1, 2014 until June 30, 2015, six complaints containing allegations of discriminatory policing have been received by the Department. Inspector Armando Valencia, Commanding Officer of the Internal Affairs Bureau has compiled a report cataloging and analyzing these complaints. (**Attachment #6**)

COMPLIANCE LEVEL

Submission of the attached report analyzing civilian complains of discriminatory policing constitutes **Substantial Compliance** with this section.

III. Bias Free Policing

c. Traffic stop data

- i. SCPD will implement a revised Chapter 13, Section 9, "Traffic Stop Data Collection," as previously approved by the United States.
- ii. One year after the Effective Date and annually thereafter throughout the pendency of this Agreement, SCPD will provide to the United States a report analyzing the collected traffic stop data and explaining what measures, if any, SCPD will take as a result of the analysis

During the last reporting period the Department submitted a proposal from its subject matter experts which outlined their plan for analyzing traffic stop data for 2015. The United States offered comments on this proposal beginning on page ten of their March 23, 2015 letter. Among these comments were suggested additions to the audit provision added to Chapter 13, §9 prior to the last Compliance Report. Each of the United States comments is addressed in order below.

- All stop data is reviewed monthly. The Chief of Patrol's Office analyzes all traffic stop data by accessing the traffic stop database via a tool which identifies incomplete traffic stops by officer name. The search is conducted by command and encompasses the entire Department.
- Incomplete traffic stops are flagged within the database when the initiating officer closes the program and fails to enter all of the required data fields.
- A referral from the Chief of Patrol's Office to the relevant Precinct triggers an "investigation" in that the responsible officer's immediate supervisor is advised of the incomplete entry through the chain of command, and in turn advises the officer to complete the entry. Any evidence of biased policing detected at any level of command would result in immediate is referral to Internal Affairs for investigation.
- The only alteration of data that would take place as the result of an audit would be the reporting officer entering information into blank fields.

Patrol Division Order 14-08 (**Attachment #7**) details each step of the audit process, from first-line supervisor, through Bureau command staff to the Chief's Office. Because the auditing process is electronic, its functionality can be best demonstrated during an on-site visit.

In a letter dated June 22, 2015, the United States offered several suggestions regarding the anticipated analysis of traffic data. These suggestions began on page six of that letter and are addressed below in numerical order.

1. The location of the stop is a captured field in the preliminary portion of the program. (**Attachment 8**) It captures exact GPS coordinates of the stop. This data can be used to dispatch emergency backup, or to provide location information in a subsequent investigation, but it is not part of the TSDCP analysis. The analysis utilizes the unit designator of the officer making the stop, as this ties the officer to a data set that is useful in analytic comparison.

2. Vehicle stops can only be legally justified when conducted pursuant to reasonable suspicion/probable cause of the commission of a crime, or personal knowledge that a Vehicle and Traffic offense has occurred in the officer's presence. The Department believes that limiting this field to these choices allows for clear analysis and evaluation. The suggestions offered by the United States all fit into one of these two justifications.
3. Driver and passenger information are both captured by the existing system. Any action taken on a passenger is recorded in the same manner as that taken against the driver.
4. Search information is collected in fields 5 and 6 (Chapter 13, §9 (VI)(A)(2)(e) and (f)).
5. As above in 4.
6. Contraband seized in any search is captured in field 6 (Chapter 13, §9 (VI)(A)(2)(f)).
7. At the present time this field would only apply to 6 vehicles in the Department's fleet. Going forward if video devices are deployed more extensively a system of identifying those units will be developed and incorporated into the Traffic Stop Data Collection Program.
8. The age ranges present in field 1 identify the driver as license eligible or not.

Although not raised by the United States, the Department is studying the efficacy of field 4; "Disposition". The choices currently available within this field have caused considerable confusion among reporting officers and may present obstacles to effective analysis according to the subject matter experts. Many dispositions are also simply irrelevant to the issue of discriminatory policing, such as "data inquiry" and "field report". Going forward, following review of the sample report, the Department anticipates limiting the number of fields to better characterize the actions taken by the reporting officers.

Finally, the United States closes their letter of June 22, 2015 by noting the lack of external benchmarking in the proposed traffic analysis plan. The Department recognizes this deficiency and will work with its experts to develop additional external benchmarks as identified in Chapter 13, §9 (VI)(D)(1)(b) and beyond.

Following receipt of the United States comments of June 26, 2015, the Department received the draft report completed by Doctors Marmo and Cohen, (**Attachment 9**) and forwarded it to the United States via email on July 27, 2015.

COMPLIANCE LEVEL

The Department concurs that revision of Rules and Procedures Chapter 13, §9 constitutes **Partial Compliance** with section (c)(i). The Department does not concur with the United States assessment of **Non-Compliance** with section (c)(ii), and believes that creation of the Traffic Stop Data Collection Program infrastructure, the collection of data for over eight months, and the submission of a draft report constitutes **Partial Compliance** with section(c)(ii) of the Agreement. The annual report required by this section will accompany the January 2016 Compliance Report.

III. Bias Free Policing

d. Training on bias-free policing

i. SCPD will ensure that all sworn officers receive training on bias-free policing at least annually. SCPD's training on bias-free policing will emphasize that discriminatory policing, in the form of either selective enforcement or non-enforcement of the law, including the selecting or rejecting of particular policing tactics or strategies, is prohibited by policy and will subject officers to disciplinary action. The training curriculum will address:

1. Methods and strategies for more effective policing that relies upon non-discriminatory factors;
2. Police and community perspectives related to discriminatory policing;
3. Constitutional and other legal requirements related to equal protection and unlawful discrimination;
4. The protection of civil rights as a central part of the police mission and as essential to effective policing;
5. The existence and impact of arbitrary classifications, stereotyping, and implicit bias;
6. Identification of key decision points where prohibited discrimination can take effect at both the incident and strategic-planning levels; and
7. Methods, strategies, and techniques to reduce misunderstanding, conflict, and complaints due to perceived bias or discrimination, including problem-oriented policing strategies.

ii. SCPD will conduct cultural sensitivity training for all SCPD officers at least annually

Over the course of the last two reporting periods the Department has collaborated with the United States in developing a curriculum to satisfy this and other training required by the Agreement. The United States has offered expert assistance during onsite visits, in correspondence and via conference calls. This assistance has resulted in several revisions and additions to the original curriculum that was first provided in the July 2014 Compliance Report.

Key content in this area of training involved Department policies which have been in a state of revision since the first Compliance Report. Specifically, Chapter 1, §§1 and 11, Chapter 2, §2 and Chapter 5, §2 have all remained unsettled until the United States' feedback in March of 2015. The Department has now incorporated the necessary additions into the curriculum and is putting the final touches on the training and presentation materials. All materials will be forwarded to the United States before their anticipated visit in September.

COMPLIANCE LEVEL

Preparation of draft curricula and ongoing collaboration with the United States to produce a comprehensive final product constitutes meaningful progress toward compliance.

HATE CRIMES AND HATE INCIDENTS

IV. Hate Crimes and Hate Incidents

a. Training

- i. SCPD will ensure that all officers receive hate crime and hate incident training at least annually. The training curriculum will address:
 1. The elements of relevant crimes, including hate crimes and bias crimes; and
 2. How to properly charge offenses and avoid the downgrading of crimes, including hate crimes and hate incidents.

As noted above regarding training for bias-free policing, the Department has devoted significant resources in collaboration with the United States to arrive at a final product for hate crimes training. The last input offered by the United States was in their letter of March 23, 2015 and involved some minor additions of language to the curriculum that was reviewed by the parties and subject matter experts at an on-site visit in February of 2015. The finalized lesson plans and instructional materials will be provided to the United States in advance of their on-site visit in September of 2015.

COMPLIANCE LEVEL

The ongoing collaborative development of a new Hate Crimes training curriculum, and the continued administration of annual Hate Crimes DIIT training, constitutes meaningful steps toward compliance with this section of the Agreement.

IV. Hate Crimes and Hate Incidents

b. Tracking and reporting

- i. SCPD will implement a policy to track, analyze and report patterns and trends regarding hate crimes and hate incidents.

In its letter of March 23, 2015 the United States offers suggestion for minor additions to Rules and Procedures Chapter 24, §6. These additions are reflected in the attached draft of that chapter (**Attachment # 10**)

COMPLIANCE LEVEL

Incorporation of all of the United States' suggested additions to Rules and Procedures Chapter 24, §6 constitutes **Substantial Compliance** with this section

IV. Hate Crimes and Hate Incidents

<p>ii. Within one year of the Effective Date and annually thereafter, SCPD will produce a report mapping and analyzing for potential patterns and trends all hate crimes and hate incidents which have occurred over the previous six months. The report will detail SCPD's planned response to any identified pattern or trend. Throughout the pendency of this Agreement, the report will be provided to the United States at least five business days before the report is made public.</p>
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The report required by this section of the Agreement was attached to the January 2015 Compliance Report. The comments and suggestions offered by the United States in their letter of March 23, 2015 have been reviewed by the command staff of the Hate Crimes Unit and will be incorporated into the next annual report.

COMPLIANCE LEVEL

The Department concurs with the United States assessment that Partial **Compliance** has been achieved for this section pending the incorporation of the suggested additional information in the January 2016 report.

IV. Hate Crimes and Hate Incidents

<p>c. Quality assurance</p> <p>i. SCPD will implement a policy describing its HCU quality assurance process that ensures that HCU investigations follow proper techniques and procedures</p>
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As noted above, the Department has drafted an amendment to Rules and Procedures Chapter 24, §6, which incorporates the suggestions offered in the United States' letter of March 23, 2015.

COMPLIANCE LEVEL

Incorporation of all of the United States' suggested additions to Rules and Procedures Chapter 24, §6 constitutes **Substantial Compliance** with this section, as noted in the United States Compliance Assessment of June 26, 2015.

IV. Hate Crimes and Hate Incidents

ii. Six months after the Effective Date, and every six months thereafter throughout the pendency of this agreement, SCPD will forward to the United States a report describing all random audits of HCU investigations completed within the current six-month time period and any corrective actions planned or taken as a result of the audits

The audit required by this section was conducted by the Commanding Officer of the Special Victims Section, Detective Lieutenant Stephen Hernandez. His report is attached. **(Attachment 11)**

COMPLIANCE LEVEL

The Department concurs with the assessment that submission of the required audits constitutes **Partial Compliance** with this section.

LANGUAGE ASSISTANCE

V. Language Assistance

- a. SCPD policy will require the following:
 - i. A current Language Access Plan that explains how SCPD will implement its policies and procedures to provide meaningful access to police services. This plan will be updated at least annually.

Background

In collaboration with the United States, the Department amended Rules and Procedures Chapter 26, §5 ("Persons with Limited English Proficiency") to address various changes to procedures for providing language assistance services. These amendments were approved by the United States before the Agreement was executed. Early in the process of implementing policies and procedures under the Agreement, the Department determined that Chapter 26, §5 would require significant further revision. Since April of 2014 the Department has submitted several versions of this policy to the United States, seeking approval on a host a changes it believes necessary to implement the terms of the Agreement.

Implementation

After several productive discussions, on-site visits and correspondence, the United States offered its final suggestions and conditional approval of this policy by letter of June 22, 2015. The Department has reviewed these suggestions and incorporated all into the new policy. During this revision, the Department detected significant overlap between the previously approved Language Access Plan in Chapter 26, §6, and the newly approved procedures in Chapter 26, §5. To eliminate duplication, the Department has combined these two section into a new Chapter 26, §5 titled, Language Access Plan and Policy" (**Attachment #12**) This new section provides a comprehensive treatment of the Department's language assistance programs, and incorporates all the suggested additions offered by the United States following their visit and recent correspondence.

Understanding that the United States offered input and suggestions which cited the old versions of the LAP and Chapter 26, §5, a chronology is offered below addressing the development of the new LAP with those suggestions in mind.

United States letter to SCPD - March 23, 2015

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Comments first address issues regarding the Department's planned use of bilingual employees and interpreters. As anticipated, these concerns were addressed at length during an on-site visit on March 27, 2015. Following that visit, the United States offered further guidance, and the Department constructed new protocols in Chapter 26, §5 as described above. These new protocols

constitute the most significant portion of the annual update to the LAP and, once approved by the United States, will be translated into Spanish, Haitian Creole, Mandarin, Portuguese, Italian and Polish.

The United States' recommendation to re-distribute the LAP upon significant update has been incorporated into both the LAP (Chapter 26, §5(VI)(A)(2)(b)) and the role of the Language Access Coordinator in Chapter 26, §1 (VI)(B)(3)(f).

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Documents, including the Compliment/Complaint Form, which have been translated into the six relevant languages were provided to the United States shortly after the receipt of the March 23, 2015 letter. As additional documents are translated, they are added to the Department's website.

Annual proficiency testing of bilingual IAB members will commence during this reporting period. Each bilingual member will be tested by Language Line Solutions for certification as a DAI. Those members obtaining certification will re-test annually.

The Multilanguage Complaint Line audit required by § V(A)(ix) of this Agreement has not occurred because no foreign language complaints have been received during this reporting period.

Interpretation Tracking Form data was provided to the United States on March 23, 2015. As discussed during the on-site, the Department will use this data to determine the relative need for language assistance services by Precinct and language, track compliance with the new interpretation protocols, and assure that interpretation services rendered by Department members are accurate and complete.

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In an effort to solicit input directly from Latino community advocates, the CRB will transmit advance copies of LAP updates and any policies affecting language access services for comment.

As discussed elsewhere in this Report, the Department has incorporated the United States' recommendations into the training curriculum for language assistance and has also amended the identified questions in the Community Survey.

United States letter to SCPD - June 22, 2015

As noted above, the comments and suggestions offered by the United States in the letter of June 22nd are based upon the old LAP (Chapter 26, §6) and the old version of Chapter 26, §5. All citations below are to the new LAP (Chapter 26, §5, Attachment 12).

Following the United States' advice, the Department has clearly delineated how bilingual officers will be used to provide language assistance. "Bilingual Officers/Members" are now defined in Chapter 26, §5 (III)(B) as a, "member of the Department who is authorized to provide language assistance through monolingual conversation in a language other than English." To obtain such authorization, these officers/members must receive certification from Language Line Solutions, and must maintain that certification through biennial testing. (Chapter 26, §5 (VI)(E)).

The Department believes that DAIs are inherently more valuable to its language assistance programs than bilingual officers, and has therefore, structured the certification process to produce a

maximum number of DAIs. Only members who are unable to obtain certification as interpreters will be given the opportunity to seek certification as Bilingual Officers/Members. The Department recognizes that this process may require revision once it can accurately gauge the difficulty of the certification exam and confidently forecast the number of qualified applicants.

Regarding the specific recommendations on pages 2 and 3 regarding the old version of Chapter 26, §5:

Recording the Language Line interpreter's ID number is now required by Chapter 26, §5 (VI)(C)(4)(a)(iii), and (VI)(C)(4)(b)(iii).

No provision addressing the use of translation software exists in Chapter 26, §5 because such use is not an approved method of delivering language assistance services. The Department only uses software such as "Google Translate" on its public website to allow viewers to select the language of their choice. Translation protocols are described in Chapter 26, §5 (VI)(C)(5).

The criteria for certification through Language Line Solutions are contained in Chapter 26, §5 (VI)(E)(2).

The Department believes that the mnemonic device offered in Attachment 1 of the United States' letter will serve its purpose best as a training aid, both within the LEP curriculum and as a stand-alone Training Bulletin.

The CRB has developed a checklist (**Attachment 13**) of the required signage and forms which will be completed during monthly inspections for this reporting period, and then on a quarterly basis thereafter. Chapter 26, §5 (VI)(B)(2)(b)

Stakeholder review of the translated LAP has been added to the duties of the LAC in Chapter 26, §5 (VI)(A)(3)(c).

CRB has notified Language Line Solutions that Simplified Chinese is to replace Traditional in future translations of Department documents.

Regarding the specific recommendations offered on pages 3 and 4 concerning the old LAP:

The Department concurs with the United States' observation that the spirit and importance of the language assistance programs must be conveyed through the chain of command. The Department has made great strides toward that goal over the past year, involving the highest levels of command. Errors in execution noted by the United States during the on-site were largely attributable to the absence of clear guidance. The comprehensive Language Access Policy and Plan contained in Chapter 26, §5 now provides that clarity to first-line personnel. Distinct lines of authority and clear explanations of responsibility will result in marked improvement of consistent execution of language assistance procedures.

The terms "Limited English Proficient", "Interpretation", "Translation", and "Temporary Interpreter" are all now defined in Chapter 26, §5 (III).

The "www.LEP.gov" link has been added to Chapter 26, §5 (IV).

Statutory references are included in Chapter 26, §5 (I) and (IV).

The seven day timeframe for translation of correspondence now appears in Chapter 26, §5 (VI) (C)(5)(b)(iii).

Analysis of data captured in the Interpretation Tracking Form database is now addressed in Chapter 26, §5 (VI) (A)(3)(d).

Analysis of the Interpretation Tracking Form database will occur monthly until the beginning of January 2016. Thereafter, it will occur quarterly as stated in the policy.

Use of Temporary Interpreters is recorded on the Interpretation Tracking Form and is analyzed by the LAC as described above. Excessive use, or misuse, of Temporary Interpreters is addressed in Chapter 26, §5 (VI) (A)(3)(d)(iv).

This LAP will be posted on the SCPD website in English, Spanish, Haitian Creole, Portuguese, Polish, Mandarin Chinese and Italian.

COMPLIANCE LEVEL

The Department concurs with the United States assessment of **Partial Compliance** with this section, pending review of the newly revised LAP.

V. Language Assistance

ii. Translations of the Language Access Plan and Policy into Spanish and other non-English languages as appropriate and posting in a public area of the police department building, on its website, and in any other locations throughout the County where individuals go to seek police assistance

As the United States notes in its Assessment, the Department has translated and distributed the previous LAP in accordance with this section. The new version of the LAP will be translated into Spanish, Haitian Creole, Mandarin Chinese (simplified), Portuguese, Italian and Polish. It will be posted and available to the public in Department buildings and will be on the website on the multi-language grid page.

COMPLIANCE LEVEL

The Department concurs with the United States assessment of **Partial Compliance** with this section in that it is an ongoing function.

V. Language Assistance

iii. Distribution of the Language Access Plan and Policy to all SCPD staff and to community organizations serving LEP communities encountered by SCPD

As noted above an extensive distribution protocol has been established by the Community Response Bureau to distribute the LAP as broadly as possible. As requested in the United States' Compliance Assessment, the CRB seeks new distribution points through its outreach programs and daily contacts at the Precinct level through COPE and CLO functions.

COMPLIANCE LEVEL

The Department concurs with the United States assessment of **Substantial Compliance** with this section.

V. Language Assistance

iv. Availability of Citizen Complaint/Compliment forms in Spanish and other common non-English languages in all precincts and on SCPD's website for both completion and submission.

Translation of the Compliment/Complaint Form into, Haitian Creole, Mandarin Chinese, Portuguese, Italian and Polish has been completed, and these forms are now posted on the multi-language grid:

<http://apps.suffolkcountyny.gov/police/onlineforms.htm>

The forms are also available at all Precinct front desks. Going forward into the next reporting period, the Department will re-submit the Mandarin form for translation into simplified text, and will also include a Spanish link on the multi-language grid. As reported previously, on-line submission will be possible following the development of necessary software. Multiple means of off-line submission are explained on the form itself.

COMPLIANCE LEVEL

The Department concurs with the United States assessment of **Partial Compliance** with this section.

V. Language Assistance

v. Translation of all vital written documents and materials, shall be consistent with DOJ Guidance, in order to ensure that LEP individuals in the community have meaningful access to such documents and materials

The Department recognizes that this is an ongoing process for the near term and will continue to evaluate the need to translate additional materials. As the Rules and Procedures proposed herein are approved, they will be translated and posted as well.

COMPLIANCE LEVEL

The Department concurs with the United States assessment of **Partial Compliance** with this section, as it is an ongoing function.

V. Language Assistance

vi. Translation of any citizen correspondence received that is in a non-English language. If that correspondence when translated would be considered a citizen complaint, then the information as translated will be processed in the same manner as are citizen complaints originally received in English
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Rules and Procedures Chapter 26, §5 (VI)(C)(5) now address the protocol for translation of correspondence receive in languages other than English. The seven day timeframe suggested by the United States in its letter of June 22, 2015 has been incorporated into this procedure.

COMPLIANCE LEVEL

The Department concurs with the United States assessment of **Substantial Compliance** with this section.

V. Language Assistance

vii. Availability of bilingual operators for complaint phone lines or a dedicated Spanish complaint phone number. SCPD will indicate on its Spanish-language Compliment/Complaint form that the phone operator speaks Spanish

As the United States has recognized in its Compliance Assessment, the Department has received very few calls on this line during the last reporting period. Going forward, the LAC will explore avenues to make more members of the Spanish-speaking community aware of this number, and will seek the assistance of the LCAC and other community organizations in publicizing its availability.

COMPLIANCE LEVEL

The Department believes that the creation of a dedicated, forwarded and recorded line for Spanish-speaking complaints constitutes **Partial Compliance** with this section, and understands it must publicize the line's availability.

V. Language Assistance

viii. Objective oral language proficiency standards and annual proficiency testing for all IAB members who are designated as "Spanish-speaking" or as speaking a non-English language

In their letter of June 22, 2015 the United States has approved the Department's use of Language Line Solutions for administering language skills testing. As discussed during a subsequent conference call, the Department is in the process of finalizing a contract for this service and scheduling members to begin testing.

IAB members will seek certification as Department Authorized Interpreters for maximum utility. Barring successful certification as DAIs, they will seek certification as Bilingual Officers/Members as detailed in the newly drafted Rules and Procedures Chapter 26, §5.

COMPLIANCE LEVEL

The Department concurs with the United States' conclusion that a compliance level is pending, as no certifications have yet been achieved.

V. Language Assistance

ix. Recording and periodic auditing of phone calls through the multi-language toll-free complaint hotline.
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The Department has received no calls on the Spanish complaint line during this reporting period. As noted above, measures will be taken during this reporting period by the LAC to publicize the availability of this number.

COMPLIANCE LEVEL

The Department concurs in the conclusion that recording the dedicated line constitutes **Partial Compliance**.

V. Language Assistance

- x. Documentation of the use of any interpreter used when conducting a field interview or interrogation of an LEP individual, including the following:
1. the date;
 2. the location;
 3. the full name of the interpreter;
 4. the non-English language spoken by the interpreter;
 5. the relationship (if any) of the interpreter to the LEP individual;
 6. contact information for the interpreter, including telephone numbers, email and postal address;
 7. the name of the witness, victim, and subject person requiring an interpreter to the extent not prohibited by privacy laws; and
 8. a summary of any action taken

In their letter of June 22, 2015 the United States made several recommendations regarding the use of data captured on Interpretation Tracking Forms, and also noted that during the on-site visit in March of 2015 several inconsistencies were detected on completed forms. These inconsistencies were also noted on the United States Compliance Assessment.

Regarding suggestions on the use of data, Chapter 26, §5 (VI) (A)(3)(d) now addresses the required analysis of data that is captured in the Interpretation Tracking Form. Also, analysis of that data by the LAC, or designee will occur monthly until the beginning of January 2016, and thereafter, it will occur quarterly as stated in the policy.

Finally, the Department attributes the noted inconsistencies on completed Interpretation Tracking Forms to the lack of clear definitions and interpretation protocols. The clarity provided by the new LAP will now allow officers to complete tracking forms accurately and consistently.

COMPLIANCE LEVEL

The Department concurs in the conclusion that recording the dedicated line constitutes **Partial Compliance**.

V. Language Assistance

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| <p>b. SCPD will revise "Language Line Translating and Interpreting Service," Order Number 09-117, as follows:</p> <p>i. The order will use the term "interpretation" to refer to oral communication, and "translation" to refer to written communication. As written, the order uses both terms interchangeably.</p> |
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COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Substantial Compliance** for this requirement.

V. Language Assistance

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| <p>c. SCPD will modify its practices and implement the revised Chapter 26, Section 5, "Persons with Limited English Proficiency," as previously approved by the United States</p> |
|---|

All policies and procedures formerly contained in Chapter 26, §5 "Persons with Limited English Proficiency" have been revised, combined with the former Chapter 26, §6 "Language Access Plan" and retitled as a new Chapter 26, §5 "Language Access Plan and Policy". A comprehensive treatment of all issues pertaining to the requirements of this section appears above on page 19 of this Compliance Report.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Substantial Compliance** for this section, pending approval of the final policy.

V. Language Assistance

d. SCPD will ensure that the home page of its website states, in at least Spanish, how to access language assistance services and Spanish translations of SCPD policies and other relevant information.

In its Compliance Assessment the United States notes that inclusion of Spanish forms on the multi-language grid would be beneficial. This has been accomplished by adding links to the grid which may be viewed at:

<http://apps.suffolkcountyny.gov/police/onlineforms.htm>

During the March 2015 on-site, the United States' subject matter expert on language access suggested the use of Simplified Chinese in place of Traditional. The LAC has directed existing forms to be re-translated, and future requests to be made for Simplified Chinese.

Finally, in its Compliance Assessment the United States has inquired about the Department's plans regarding updating the format of its website. These efforts are ongoing, and funding sources are being sought to effect necessary changes.

COMPLIANCE LEVEL

The Department concurs with the United States assessment of **Partial Compliance**.

V. Language Assistance

e. SCPD will maintain effective incentives for bilingual employees to become SCPDAIs, including assignments, promotions, and other means available to the County.

As the Department has indicated since the inception of this Agreement, formulation of an incentive plan before finalization of the certification process would be premature. Now that a vendor has been approved and examinations are being scheduled, the Department will be able to gauge participation accurately, and will be able to determine if incentives will be necessary by the next reporting period.

COMPLIANCE LEVEL

The department does not concur with the United States assessment of **Non-Compliance**, and considers no determination of compliance appropriate at this time.

V. Language Assistance

<p>f. Within 90 days of the Effective Date, SCPD will implement a process of consultation with representatives of the Latino community to develop and annually review: implementation of the Language Access Policy, including areas of possible collaboration to ensure its effectiveness; accuracy and quality of SCPD language assistance services; and concerns, ideas, and strategies for ensuring language access. This process will be reviewed and approved by the United States prior to its implementation</p>
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Following the December 2014 on-site visit the Department and the United States have discussed measures to make the process of community review more meaningful and structured. The Department will attempt to schedule a regular meeting date for the Latino Community Advisory Committee, and more importantly, has committed to disseminating all policies, rules, information and forms pertaining to language access to the LCAC for consideration and comment.

COMPLIANCE LEVEL

The Department concurs with the United States that it has achieved **Partial Compliance** for this section and recognizes that work will be done to improve results over the next reporting period.

V. Language Assistance

- g. Within 180 days of the Effective Date, and annually thereafter throughout the pendency of this Agreement, SCPD will provide at least four hours of training to all personnel on providing language assistance services to LEP individuals. This training will include:
- i. SCPD's LEP plan, policies, and procedures and the requirements of Title VI and this Agreement;
 - ii. How to identify the non-English language and language assistance needs of an LEP individual during an in-person or telephone interaction;
 - iii. How to access SCPD-authorized, telephonic and in-person interpreters;
 - iv. How to work with interpreters in the field and assess interpreter quality;
 - v. How to account for cultural diversity and language barriers in policing; and
 - vi. Basic command terms and phrases in Spanish for officers assigned to patrol in areas with significant Spanish-speaking populations

The Department has collaborated with the United States since the inception of the Agreement in formulating a curriculum to train all personnel on the provision of language assistance services. Instructional materials were created before the first Compliance Report, and have been amended several times based upon input from the United States and its subject matter experts.

The Department has noted in previous Compliance Reports that the key element to finalizing this training was the establishment of a policy which contained precise interpretation protocols. The Department's proposal for use of a contract vendor to certify interpreters, and its methodology for rendering language assistance in the field was approved by the United States in their letter of June 22, 2015. These measures were memorialized in the new Language Access Plan and are now being incorporated into the training curriculum required under this section. Finalized lesson plans and instructional materials will be forwarded to the United States in advance of their September 2015 visit.

COMPLIANCE LEVEL

The Department does not concur with the United States' conclusion that its efforts constitute **Non-Compliance**. The Department acknowledges that no personnel have yet been trained under the requirements of this section but attributes that deficiency to the lack of an approved policy upon which to base the training curriculum. The Department received final approval of Rules and Procedures for language assistance services in June of 2015, and due to its efforts in the interim, will be able to begin training shortly after this report is submitted. The Department believes no compliance rating is appropriate until a year has passed from final approval of its language assistance policy and procedure.

V. Language Assistance

h. One year after the Effective Date and annually thereafter throughout the pendency of this Agreement, SCPD will conduct a satisfaction survey of representatives from the Latino community regarding SCPD's LEP efforts. SCPD will partner with local Latino advocacy groups in order to conduct the survey. SCPD will produce a report analyzing the results of each survey and detailing what measures, if any, SCPD will take as a result of the analysis. Each report will be provided to the United States throughout the pendency of this Agreement at least five business days before it is made public

As noted in prior Compliance Reports, the Department has approached this requirement with a two-prong strategy. Members of the LCAC are directly solicited for input on the Department's LEP efforts, while a written survey instrument is distributed throughout the County to obtain a more broad-based feedback on those efforts. To date neither method has produced notable results.

Going forward, the Department has committed to distributing LEP policy changes to the LCAC for advance comment. The Department anticipates that this will produce more robust feedback than general solicitations.

Also going forward, the Department anticipates a significantly more developed report on the written survey results. The sample report offered last reporting period was based on a small data sample collected over only two months. The Department believes that a full year will provide enough diversity and depth to the survey results that a more comprehensive and valuable analysis can be conducted.

COMPLIANCE LEVEL

The Department concurs with the United States' conclusion that **Partial Compliance** has been achieved and more work must be done to achieve greater engagement.

ALLEGATIONS OF POLICE MISCONDUCT

VI. Allegations of Police Misconduct

- | |
|---|
| <ul style="list-style-type: none"> a. Reporting misconduct <ul style="list-style-type: none"> i. SCPD policy will require that all members have the duty to report allegations of discriminatory policing to a supervisor or to the IAB. Failure to report or document allegations of misconduct will be grounds for disciplinary action.. |
|---|

The Department has re-organized the prohibitions against bias-based policing into Rules and Procedures Chapter 1, §11 (Attachment 1). These prohibitions, in concert with the reporting mandate contained in Chapter 5, §2 (V)(E) now fully satisfy the requirements of this section.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** with this section pending final approval of policy revisions.

VI. Allegations of Police Misconduct

- | |
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| <ul style="list-style-type: none"> ii. SCPD policy will ensure that all complaints are investigated even if the complainant does not submit the complaint on an actual SCPD complaint form |
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As the United States notes in its Compliance Assessment of June 2015, the Department has instituted the policy required by this section during the last reporting period.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** with this section pending review of the implementation of the required policy.

VI. Allegations of Police Misconduct

<p>iii. SCPD policy will explicitly permit parties other than victims to file complaints with the HCU, with the IAB, with any officer, or at any SCPD precinct. Complaints regarding hate crimes or hate incidents will be forwarded to an HCU investigator for review and investigation</p>
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The Department instituted the policies required by this section prior to the last reporting period. Going forward, the Department will expand its publication of this policy, as with the Spanish language complaint line, to ensure greater public awareness.

COMPLIANCE LEVEL

The Department concurs with the assessment that it has achieved **Partial Compliance** with this section, pending expanded outreach efforts during the next reporting period.

VI. Allegations of Police Misconduct

<p>b. Investigation of Misconduct</p> <p>i. SCPD policy will ensure that all allegations of officer misconduct relating to discriminatory policing, regardless of the manner in which reported, will be forwarded to IAB no later than 48 hours from receipt.</p>

The policy required by this section has been in place throughout the last reporting period and, as described by the Department in previous correspondence, has been incorporated into the IAPro case management software. To date, no delay in forwarding cases has been detected.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** due to the ongoing nature of this requirement.

VI. Allegations of Police Misconduct

b.

ii. Within 180 days of the Effective Date, SCPD will review the staffing of IAB and ensure that individuals currently serving as or who are selected for IAB possess excellent investigative skills, a reputation for integrity, the ability to write clear reports, and the ability to be fair and objective. Supervisors with a sustained complaint of, or who have been disciplined for, excessive use of force, sexual harassment, discrimination, or dishonesty will be presumptively ineligible from assignment to IAB

As discussed by the parties during a recent on-site visit, the Department's initial report was based upon a command review of officer resumes and complaint histories. Those underlying documents were requested by the United States and are attached hereto for all members currently assigned to the Internal Affairs Bureau. **(Attachment 14)**

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** with this section pending submission of requested resumes.

VI. Allegations of Police Misconduct

b.

iii. SCPD policy will require that each IAB investigation of officer misconduct relating to discriminatory policing be reviewed by the Police Commissioner or his designee.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Substantial Compliance** for this section.

VI. Allegations of Police Misconduct

b.

iv. Per SCPD policy, the Department will maintain a tracking system for all misconduct allegations relating to discriminatory policing that does not rely on personal identifiers. Upon receipt of such an allegation, SCPD will assign a unique numerical identifier to the complaint, which will be provided to the complainant at the time the allegation is made. SCPD will use the centralized numbering and tracking system to track data regarding the number, nature, and status of such misconduct allegations, from initial intake to final disposition, including investigation timeliness and the complainant's notification of the interim status and final disposition of the investigation.
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As recognized by the United States, the Department has employed numerical tracking of complaints since the inception of the Agreement. The Department interprets "use [of a] centralized numbering and tracking system to track data", as a reference to the IAPro database. The storage and classification capabilities of this database allows the Department to conduct the trend analysis required below in Section (b)(vi).

COMPLIANCE LEVEL

The Department concurs with the United States' conclusion that the tracking of this data is an ongoing function, but believes that it has achieved **Substantial Compliance** with this section of the Agreement by creating the necessary infrastructure to allow for the periodic analysis required below.

VI. Allegations of Police Misconduct

b.

v. SCPD will maintain protocols to analyze and address trends in complaints relating to discriminatory policing, including demographic data, lodged against SCPD officers.
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The Department has submitted trend analyses for each reporting period under the Agreement. Due to the low number of cases involved, it has been difficult to formulate meaningful protocols for these analyses. Going forward into the next reporting period the Department will develop an analysis matrix for discriminatory policing cases and incorporate it into Rules and Procedures Chapter 1, §11.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section.

VI. Allegations of Police Misconduct

vi. Six months after the Effective Date, and every six months thereafter during the pendency of this Agreement, SCPD will conduct reviews of randomly-chosen, completed misconduct investigations relating to discriminatory policing. SCPD must review at least 20 percent of all completed misconduct investigations since the last review. The reviews will be conducted by the Police Commissioner or his/her designee, but not an involved individual, and will require contacting the complainant to ensure the investigation was handled in a professional and thorough manner. Dissatisfaction with the results of the investigation will be documented and the case may be reopened if the complainant discloses credible new facts which would support allegations not addressed in the original complaint. Throughout the pendency of this Agreement, the results of each review will be forwarded to the United States within five business days of its completion

Five cases involving discriminatory policing have been completed since the last Compliance Report. Of those five complainants, only one was successfully contacted by the auditor. That complainant refused to discuss his case with the auditor, requesting all further contact be in writing.

COMPLIANCE LEVEL

The Department believes no compliance level is indicated at this time due to the low number of cases completed and the inability to contact any cooperative complainants. Going forward into the next reporting period additional cases will be completed which will serve as the basis of the January 2016 audit and the complainant noted above will be contacted in writing.

COMMUNITY ENGAGEMENT

VII. Community Engagement

<p>a. In all of its policing operations, SCPD will maintain robust community relationships and engage constructively with the community to ensure collaborative problem-solving, ethical and bias-free policing, and community confidence in the Department. SCPD will maintain community and problem-oriented policing principles in its policing operations. SCPD will also engage the public through the dissemination of public information on a regular basis. SCPD and the County will maintain systems to ensure comprehensive, effective, and transparent oversight of SCPD</p>

COMPLIANCE LEVEL

The Department concurs with the United States' assessment that its overall community engagement operations have taken significant strides forward, and also agrees that more work must be done over the next reporting period in order to expand those efforts and ensure their success.

VII. Community Engagement

b. Community Liaison Officers

i. SCPD policy will ensure that a Community Liaison Officer is assigned to each of the Department's seven precincts. A preference for selection and assignment of each Community Liaison Officer shall be given to a sworn officer fluent in both English and a second language commonly spoken in the relevant community, if any. Each Community Liaison Officer will have training in the nature and scope of federal and state civil rights laws as applied to law enforcement activity.

Since the last Compliance Report the Department has codified the functions of Community Liaison Officers in Rules and Procedures Chapter 26, §1. (Attachment #4) The Department has also determined that the position of county-wide CLO does not serve the purpose envisioned by this section. Officer Charles Ross who previously held that title was promoted to Detective and replaced by Officer Lauren Ventura who is now detailed to the 5th Precinct. Officer Ventura speaks Spanish, which is a language relevant to the communities served by the 5th Precinct, and with her addition now brings the total number of bilingual CLOs up to three (3).

In response to the United States' inquiry in their letter of March 23, 2015, the Department has determined that the First, Second, Third and Fifth Precincts contain the highest concentrations of Spanish speaking individuals who self-identify as LEP. This determination is based chiefly upon the Department's own experience in requests for language assistance, but is also borne out by U.S. Census statistics, most notably the American Community Survey Language Mapper 2011:

https://www.census.gov/hhes/socdemo/language/data/language_map.html?eml=gd

The Department selects CLOs based upon their overall suitability for the assignment. A CLO must be able to work with minimal supervision, must be resourceful and responsible, and must have excellent interpersonal skills. Familiarity with the community, its issues, problems and leaders is also critical. An applicant who exhibits these qualities and is able to speak Spanish is the ideal candidate for the CLO position. In judging fluency, the Department has relied upon the applicant's demonstrated skills in the performance of duty. Going forward, all CLO and COPE personnel who identify as bilingual will be certified as Department Authorized Interpreters or Bilingual Officers pursuant to the recently approved certification protocols contained in Rules and Procedures Chapter 26, §5.

Finally, the United States has requested the curriculum on police legitimacy that was used to train CLOs under this section of the Agreement. That curriculum was attached to the Department's response to the United States' letter of September 22, 2014 and is viewable on the website as Attachment #12 under "[September 2014 follow up](#)".

COMPLIANCE LEVEL

The Department believes that assignment of the required personnel under this section constitutes **Substantial Compliance**, and does not concur with the United States' assessment of **Partial Compliance**.

VII. Community Engagement

b.

ii. SCPD will ensure that the contact information and duty hours of the Community Liaison Officers are publicly available on its website. Community Liaison Officer hours of availability for contact with the public will be during normal business hours.

The Department has posted each Community Liaison Officer's hours of availability and contact information on the website under their respective "Precinct" tabs. A list of all CLOs is also viewable on a single link from the homepage at:

<http://apps.suffolkcountyny.gov/police/documents/DoJ/CommLiasOffs.pdf>

The United States has suggested posting monthly availability, including special events and meetings. Unfortunately, the Department's website cannot presently support this functionality, as all content changes must be made by programmers in the Information Technologies Section. To compensate for this limitation, the Department has issued each CLO a cell phone and has posted the number under their contact information.

COMPLIANCE LEVEL

The Department does not concur with the United States' assessment of **Partial Compliance**, but believes the measures it has taken to publish CLO availability on its website constitutes **Substantial Compliance** with this section.

VII. Community Engagement

b.

iii. Each Community Liaison Officer's duties will include the following:

1. Arranging monthly meeting of community residents to discuss issues and ask questions regarding the police department. The meeting will be attended by the Community Liaison Officer, at least one senior SCPD command staff member, and at least one officer responsible for patrolling in that particular precinct.
2. Each Community Liaison Officer will review, on a monthly basis, all concerns submitted to SCPD by members of his or her precinct to assess community issues. For those concerns that do not rise to the level of requiring formal action under SCPD policy, the Community Liaison Officer will notify the complainant that the Community Liaison Officer is available to answer the complainant's questions and respond to any further community concerns. The Community Liaison Officer will refer complaints of police misconduct relating to discriminatory policing to IAB.
3. Each Community Liaison Officer will meet at least once every six months with the respective bureau commander. During these meetings, the Community Liaison Officer will communicate any concerns or issues that he or she has received during the previous six months, along with any other relevant information pertaining to SCPD's relationship with Suffolk County residents

The duties and responsibilities required by this section are now catalogued in Rules and Procedures Chapter 26, §1. Following discussion with the United States regarding its assessment of June 26, 2015, the Department has amended Chapter 26, §1 to include a requirement that each CLO submit a semi-annual report to their Precinct Commanding Officer detailing relevant community issues and actions taken on those issues.

As indicated in previous correspondence, the Department has re-structured its computerized Tour Report system to incorporate daily CLO input, which is stored and accessed both at the individual Precincts and at the CRB.

Finally, with regard to the United States' inquiry about interpretation services at monthly community meetings, the Department is presently staffing these meeting with CLO/COPE personnel who are bilingual. These personnel will be among the first certified under the new protocols as Department Authorized Interpreters. The CRB will also continue to research the feasibility of conducting real-time interpretation via wireless headsets at some meetings, and will further publicize the availability of interpretation services at the meetings.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** in that the functions required by this section are ongoing.

VII. Community Engagement

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| <ul style="list-style-type: none">c. Community Oriented Policing Enforcement ("COPE")i. SCPD policy will define COPE officers as those who will be assigned to a specific area as a liaison between the community and the police department to assist the community in solving neighborhood problems |
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As noted above, the Department has created Rules and Procedures Chapter 26, §1 to comprehensively address the community relations function. Within this new chapter COPE officers' duties and responsibilities are clearly defined.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Substantial Compliance**.

VII. Community Engagement

c.

ii. SCPD policy will ensure that all COPE officers engage in routine community policing and community outreach, which may include: attending neighborhood association meetings to provide input or answers, attending school functions to educate children about safety and crime prevention, assisting the community in solving non-emergency problems, addressing community decay issues (abandoned and junk vehicles, graffiti, abandoned residences and buildings, code enforcement violations, illegal dumping), meeting with business owners to provide input or answers, and helping the community to become self-reliant. While COPE officers may be called upon to enhance patrol efforts, this duty should be in relation to a particular community-generated request, need or identified problem and not as routine duty.

iii. SCPD policy will ensure that all COPE officers engage with individuals in their respective patrol areas; e.g., COPE officers assigned to patrol units in business districts should interact with business owners, and COPE officers assigned to patrol school and residential areas should interact with school personnel and residents, respectively

As described above and in previous correspondence, the Department has fielded a computerized "CLO/COPE Tour Report" which feeds into the central repository for all COPE activity reports. Several screen shots of this database are provided with this Report (**Attachment 15**), and the system will be available for inspection at the next on-site visit. The Department believes that this new tool will be useful in deploying COPE resources in each Precinct and will also give the CRB the ability to track and analyze community issues county-wide.

In both their March 23, 2015 letter and June Compliance Assessment the United States has suggested adding flexibility to the COPE duty schedule to allow officers the ability to attend meetings and events. This has been common practice since the Department has re-deployed COPE under the provisions of this Agreement. COPE officers are brought in on over-time and receive tour changes to enable them to attend off-hours events.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** in that the requirements of this section are ongoing.

VII. Community Engagement

c.

iv. SCPD policy will require COPE officers to submit to their supervisors a monthly activity report documenting the amount of time they dedicated to community-oriented policing activities, the type of community-oriented activities in which the officers have engaged, and listing the organizations and individuals the officers have contacted

The monthly activity reports that are required by this section have been in use since April of 2014. Initially, a hardcopy form was utilized in order to determine the necessary scope required for an electronic reporting and storage system. Once the technical parameters were apparent, the Department devoted significant resources to developing and fielding an agency-wide online system. This system provides a centralized repository of community relations information which allows both precinct-level and Community Response Bureau supervisors to access and analyze information more quickly and efficiently.

Monthly activity reports, authored by Precinct COPE supervisors, have been reformatted in the wake of the online database to highlight current issues, and the actions taken to address those issues. These reports, in concert with the more detailed activity reports in the online system, provide the CRB a useful planning and problem solving tool.

COMPLIANCE LEVEL

The Department does not concur with the United States' assessment of **Non-Compliance** for this section. The plain language of this section calls for the monthly documentation of activity. That task was achieved over a year ago in the form of the hardcopy reports mentioned above. Additional measures that were taken to make the information gleaned from those reports available for analysis, planning and problem solving are not required by this section. Such measures do assist the Department in meeting its reporting obligations under other provisions within this Agreement, but are not mandated for purposes of this section, in which the Department believes it has achieved Substantial **Compliance**.

VII. Community Engagement

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| d. Community Response Bureau |
| i. Within 90 days of the Effective Date, SCPD will develop and provide to the United States for review a policy that details the CRB's plan for engaging with the Latino community |

The Department provided the report required by this section on April 1, 2014, and the United States offered comments and suggestions which were incorporated into Rules and Procedures Chapter 26, §1.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** pending review of Chapter 26, §1

VII. Community Engagement

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| d. |
| ii. SCPD policy will ensure that each precinct has an officer representing it in the CRB. |

COMPLIANCE LEVEL

The Department concurs with the assessment that it has achieved **Substantial Compliance** with this section.

VII. Community Engagement

d.

iii. Within 90 days of the Effective Date, SCPD will develop a survey instrument in order to solicit assessments of the CRB's success in engaging the Latino community. Additionally, each quarter SCPD will ask community and political leaders within the Latino community to critique CRB programs and initiatives. SCPD officers involved in administering CRB programs will also quarterly analyze participation and results

As recognized by the United States, a written survey intended to gauge success in the engagement of the Latino community was developed by the Department early in 2014. Several revisions were made to this survey at the United States' request; and it was translated into Spanish and distributed throughout the County through the same channels as the LAP. The survey was also made available online, and will shortly be adapted for online submission as a "fill-able" form. A sample analysis of approximately 1000 completed surveys was submitted with the last Compliance Report, and a more in depth review will be submitted in January of 2016.

Quarterly solicitation of leaders within the Latino Community is accomplished through LCAC meetings as discussed above, and via direct email solicitation as described in the previous Compliance Report and now memorialized in Rules and Procedures Chapter 26, §1. Finally, quarterly analysis by CRB is ongoing and is reported annually.

Going forward, the Department will analyze community survey results and report on findings and actions planned/taken in the January 2016 Compliance Report.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section.

VII. Community Engagement

d.

iv. Using and analyzing feedback from the above sources, SCPD will produce reports annually that identify CRB successes as well as areas in need of improvement and a strategy for making such improvements. SCPD will provide to the United States copies of these reports throughout the pendency of this agreement within five business days of their completion. Within ten business days of their completion, the reports will be made available to the public, unless SCPD demonstrates a good faith reason for non-disclosure

The Department has submitted one annual report under this requirement and will continue to do so through the pendency of this Agreement. The Department's next report will contain a more robust and in depth analysis of community survey responses.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section.

VII. Community Engagement

d.

v. One year after the Effective Date and annually thereafter throughout the pendency of this Agreement, SCPD will provide to the United States reports summarizing issues addressed at community meetings and SCPD responses.

The Department has incorporated this requirement into the annual CRB report and anticipates a more detailed and expanded report for January 2016.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section.

VII. Community Engagement

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| <ul style="list-style-type: none"> e. Community Outreach <ul style="list-style-type: none"> i. SCPD policy will continue to ensure that the Police Commissioner or designated high ranking officer(s) meet with key leaders in Latino and other minority groups on a regular basis both at SCPD-sponsored meetings and at meetings held by minority groups. |
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The Department recognizes that while the Commissioner and Deputy Commissioner have met with Latino community members, more regular and numerous meeting are necessary. To this end the Commissioner will attend all future LCAC meetings and the CRB will facilitate the attendance of command staff personnel at other relevant community meetings and events. A list of meeting attended by senior staff since the last Compliance Report is attached. **(Attachment # 16)**

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section.

VII. Community Engagement

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| <ul style="list-style-type: none"> e. <ul style="list-style-type: none"> ii. SCPD will continue its outreach programs to all members of the community (e.g. Police Athletic League, English as Second Language classes, etc.) with the assistance of bilingual SCPD officers |
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The Department's outreach efforts continue to be extensive and ongoing. A detailed account of the programs coordinated by the Community Response Bureau was submitted with the last Compliance Report.

The United States has indicated in its June 2015 Assessment that the Police Athletic League program must be augmented in order to reach all members of the community. The Department believes its work through PAL has reached all communities within Suffolk County since the inception of the program. The youth football and lacrosse leagues run by PAL stretch across the County and involve players from every community. Programs utilizing the assistance of bilingual officers are also common, such as the cooking classes detailed in the last Compliance Report, the Vamos a hablar series, and the summer PAL soccer program in Patchogue. The Department is eager to discuss these efforts and any suggestions the United States may have during the upcoming on-site visit.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section.

VII. Community Engagement

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| <ul style="list-style-type: none"> e. iii. SCPD will engage the Latino community on an informal basis through community events in an effort to maintain a good relationship with the Latino community |
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The Department's outreach efforts to the Latino community are ongoing as detailed above. A sampling of events in 2015 is attached. **(Attachment #17)**

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section.

VII. Community Engagement

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| <ul style="list-style-type: none"> e. iv. SCPD will solicit and receive input from the Community Advisory Board regarding the development of Spanish language training |
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The Department will continue to solicit suggestions from the LCAC as well as other Latino community and advocacy groups regarding Spanish language training.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section.

VII. Community Engagement

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| <ul style="list-style-type: none"> e. v. SCPD will provide Spanish language learning opportunities for officers as well as sensitivity and diversity training, including presentations administered by Suffolk-based or local Latino organizations |
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The Department continues to research viable language learning opportunities, especially for officers working in areas with large Latino populations. The Department will continue to solicit feedback from community groups and especially the LCAC for resources in this endeavor.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section.

VII. Community Engagement

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| <ul style="list-style-type: none"> e. vi. All SCPD non-confidential audits and reports related to the implementation of this Agreement will be made publicly available via the SCPD website and at the Police Department, County headquarters, and other public locations, to the fullest extent permissible under law. |
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COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Substantial Compliance** for this section.

VII. Community Engagement

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| <ul style="list-style-type: none"> e. vii. SCPD will collect and maintain all data and records necessary to facilitate and ensure transparency and public access to information related to SCPD decision making and activities, as permitted by law. |
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COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Substantial Compliance** for this section.

VII. Community Engagement

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| <ul style="list-style-type: none"> f. Social media and notification systems <ul style="list-style-type: none"> i. Within 180 days of the Effective Date, to the extent SCPD uses social media and related publishing systems, such as Nixle, to provide community members with information that includes emergency alerts, safety tips, and other public safety information, SCPD will ensure that messages that are broadcast in English are also provided in Spanish or, to the extent practicable, any other non-English language commonly spoken by community members, consistent with the requirements of Title VI. ii. SCPD will advertise the availability of such publishing systems to the community using local and social media |
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COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Substantial Compliance** for this section.

POLICIES AND TRAINING GENERALLY

VIII. Policies and Training in General
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<p>a. SCPD will maintain policies and procedures that are consistent with this Agreement and that provide clear direction to ensure that officers and civilian employees enforce the law effectively, ethically, and constitutionally. SCPD will ensure that all SCPD officers and employees are trained and able to fulfill their duties and responsibilities pursuant to SCPD policies and procedures</p>

The Department recognizes the need for continued revision of certain Rules and Procedures in order to fully implement this Agreement. Specific policies and procedures requiring amendment are addressed throughout this Compliance Report, and the Department will continue to make changes consistent with best practices for the duration of this Agreement.

The Department also recognizes the need to conduct training and has taken significant steps to accomplish this during the next reporting period.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Substantial Compliance** for this section.

VIII. Policies and Training in General
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<p>b. After undergoing any training required by this Agreement, SCPD will ensure that all officers who take such training will be required to pass a test demonstrating a basic comprehension of the training material after it is presented</p>
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COMPLIANCE LEVEL

The Department concurs with the United States' determination that a compliance rating is pending for this section.

VIII. Policies and Training in General
c. SCPD policies and procedures will define terms clearly, comply with applicable law, and comport with best practices

COMPLIANCE LEVEL

The Department concurs with the United States’ assessment of **Partial Compliance** for this section in that many of the policies contemplated by this section are currently under revision.

VIII. Policies and Training in General
d. SCPD will apply policies uniformly and hold all officers accountable for implementing and complying with SCPD policies and procedures

As previously reported, Rules and Procedures Chapter 1, §2 requires all members to be familiar with all Departmental policies and procedures, and holds supervisors accountable for the strict adherence of their subordinates thereto. The Department continues to take all steps necessary through direct supervision and internal investigation to maintain these standards.

COMPLIANCE LEVEL

The Department concurs with the United States’ assessment of **Partial Compliance** for this section.

VIII. Policies and Training in General
e. Upon request, SCPD will make available to the United States any policy the United States wishes to review. All policies and training curricula required by this Agreement will be provided to the United States for review within five business days of completion or modification. Within 60 days of receipt of any policy or training curricula for review, the United States will notify SCPD of any concerns it has regarding compliance with this Agreement, the Constitution, or federal law. SCPD will revise, modify, or delete any policy or training curricula required by this Agreement that the United States finds to be deficient unless SCPD shows, to the satisfaction of the United States, that it need not do so. If the parties disagree, the parties will attempt to resolve their differences in good faith

COMPLIANCE LEVEL

The Department concurs with the United States’ assessment of **Substantial Compliance** for this section.

VIII. Policies and Training in General
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f. SCPD will implement a mechanism to ascertain whether Rules and Procedures required by this Agreement are being followed and to measure the success of the revised, modified, or newly created Rules and Procedures. The mechanism will incorporate measuring officer accountability and seeking community input as part of its metrics

The Department believes that the many and varied Rules and Procedures developed pursuant to this Agreement each require compliance measures tailored to their respective function. For example the data input requirements for the Traffic Stop Data Collection Program in Chapter 13, §9, the criteria for Hate Crimes investigations in Chapter 24, §6 and the interpretation protocols in Chapter 26, §5 all contain unique accountability measures. The Department does not envision a universal mechanism by which to gauge compliance with all policies issued under this Agreement. Rather, it anticipates reporting accountability and necessary remedial or disciplinary action taken within the sphere of each subject area. The Department will continue to expand its efforts to seek community input on areas such as language assistance, police misconduct and community engagement to determine the success of its programs and accountability of its members.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section, and recognizes its ongoing reporting obligations under this section.

VIII. Policies and Training in General
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g. SCPD will ensure that all policies and procedures are available to SCPD members in an electronic format
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COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Substantial Compliance** for this section.

VIII. Policies and Training in General
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h. SCPD will ensure that all revised or modified policies, procedures, directives, or orders are provided to SCPD members in a manner that clearly highlights or distinguishes any modification or change within the text of the policy itself
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COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Substantial Compliance** for this section.

VIII. Policies and Training in General
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i. After issuing a Rule and Procedure pursuant to this Agreement, SCPD will ensure that all SCPD personnel have received, read, and understand their responsibilities pursuant to the revised policy or procedure, including the requirement that each officer or employee report violations of policy. SCPD officers will be required to demonstrate that they understand the revised Rule and Procedure. SCPD will also ensure that all officers know that, if they need clarification of a Rule and Procedure, they should consult with their supervisor

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section, in that it is an ongoing function.

VIII. Policies and Training in General
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<p>j. SCPD will review each Rule and Procedure required by this Agreement within one year after it is implemented, and annually thereafter throughout the pendency of this Agreement to ensure that the policy or procedure provides effective direction to SCPD personnel and remains consistent with the Constitution, current law, and best practices. Each policy will be marked with the next date for review</p>
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Annual review of Rules and Procedures promulgated under this Agreement will be reported in the January Compliance Reports. In order to comply with this section the Department will alter the format of the "Directive Form" which is used to issue all Rules and Procedures. This form will contain a field for "Next Review" on its face.

COMPLIANCE LEVEL

The Department does not concur with the United States assessment of **Non-Compliance** with this portion of the Agreement. To date, every Rule and Procedure that has been promulgated under the terms of this Agreement has been in a constant state of revision. Those revisions necessarily involve an assessment as to whether they provide effective direction to SCPD personnel and remain consistent with the Constitution, current law, and best practices. The Department believes that its focused review and revision of Rules and Procedures promulgated under the terms of this Agreement constitutes **Partial Compliance** with this section, in that the revision and review are ongoing processes.

VIII. Policies and Training in General
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<p>k. SCPD will ensure that Rules and Procedures made pursuant to this Agreement, including policy updates and revisions, are made available on its website in both English and Spanish and any other language commonly spoken within the community within 180 days of the Effective Date. Subsequently, Rules and Procedures made pursuant to this Agreement will be made available on SCPD's website in both English and Spanish within 60 days of each policy's Effective Date. SCPD may seek the United States' permission not to post particular Rules and Procedures on the website if SCPD provides a reasonable basis for its request</p>

Ten Rules and Procedures that have been issued pursuant to this Agreement are currently posted on the website in both English and Spanish. Most of these R&Ps are presently in a state of revision as described herein. Upon final approval, translation into other relevant languages will be completed and the policies will be posted in a grid format like that currently used for the multi-language forms page.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section, in that it is an ongoing function.

VIII. Policies and Training in General
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I. SCPD will check its website for accuracy, formatting, and ease of comprehension within 90 days of the Effective Date and then annually thereafter throughout the pendency of this Agreement. SCPD will ensure that all applicable Rules and Procedures on the SCPD website are translated by a competent translator
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As the United States points out in their June Compliance Assessment, the Department has dedicated significant personnel and resources to posting information on its website in English, Spanish and other relevant languages. The Department fully recognizes the navigability limitations in the current format of its website and is working within those limitations to make as much material as possible accessible to the public. The Department is currently evaluating options both in-house and with contract vendors to re-launch the website during 2016.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section.

VIII. Policies and Training in General
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m. SCPD should ensure that policies are not duplicative or redundant and that when policies are updated, the policies they replace are no longer used and no longer referenced in other policies, practices, training materials and other department documentation
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The Department has taken pains to avoid duplication in Rules and Procedures created or modified under this Agreement, and as noted above, will begin this Fall to review those policies annually to ensure they comport with best practices and current law.

COMPLIANCE LEVEL

The Department concurs with the United States' assessment of **Partial Compliance** for this section, in that it is an ongoing function.

IX MONITORING THE AGREEMENT

IX. Monitoring the Agreement

- i. The County and SCPD will provide the United States with full and unrestricted access to all SCPD and County staff, facilities, and documents (including databases) necessary to carry out the duties assigned to SCPD by this Agreement.
- ii. For the purpose of implementing this Agreement, the United States may conduct compliance visits or audits as needed to determine whether the County and SCPD have implemented and continue to comply with the material requirements of this Agreement.
- iii. The United States will have access to all necessary SCPD and County staff, employees, facilities, data, and documents, including access to Agreement-related trainings, meetings, and documentation (e.g., Arrest reports, Citizen Complaints, IAB investigations, and Incident reports) related to the implementation of this Agreement. The United States will provide the County and SCPD with at least 15 days notice prior to any visit. United States will cooperate with SCPD and the County in scheduling access to involved personnel, facilities and documents in a reasonable manner that attempts to minimize interference with daily operations

The Department has provided the United States with unrestricted access to its records and facilities since the inception of the Agreement. Additionally, the Department has provided all documentation required by the Agreement in a timely and complete fashion. The United States has conducted three on-site visits during this reporting period and has scheduled a fourth in September. The Department has not objected to any request made by the United States, and welcomes further collaboration on the successful implementation of this Agreement.

INDEX OF ATTACHMENTS

1. Rules and Procedures Chapter 1, §11 "Bias-Free Policing" [draft]
2. Rules and Procedures Chapter 1, §1 "Police Mission" [draft]
3. Rules and Procedures Chapter 5, §2 "Civilian Complaint Procedure" [draft]
4. Rules and Procedures Chapter 26, §1 "Community Relations Function" [draft]
5. Sample page from online Arrest Worksheet
6. Internal Affairs report of biased policing complaints
7. Patrol Division Order #14-08 "Traffic Stop Data Collection (T-Stop) – Points to Remember
8. Sample run of T-Stop Data reflecting location of stops
9. Marmo and Cohen, *An Analysis of Traffic Stops Made By Suffolk County Police Between January 1, 2015 and April 30, 2015*, July 20, 2015 [draft]
10. Rules and Procedures Chapter 24, §6 "Hate Crimes" [draft]
11. Case Reviews conducted by the Commanding Officer of the Special Victims Section, Detective Lieutenant Stephen Hernandez. 4/27/2015, 6/29/2015.
12. Rules and Procedures Chapter 26, §5 "Language Access Plan and Policy" [draft]
13. Checklist for required signage and literature in public access facilities.
14. IAB Staff resumes and IAB histories.
15. Screen shots of COPE/CLO Activity Report.
16. Meetings attended by senior staff."
17. Events and meeting in the Latino communities of Suffolk County.