

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue

Carmel, New York 10512

Phone (845) 808-1020 • Fax (845) 808-1933

putcoleg@putnamcountyny.gov

Daniel G. Birmingham *Chairman*  
William Gouldman *Deputy Chair*  
Diane Trabulsy *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Jake D'Angelo	Dist. 5
Thomas Regan Jr.	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

**AGENDA**

**PROTECTIVE SERVICES COMMITTEE MEETING**

**TO BE HELD IN ROOM #318**

**PUTNAM COUNTY OFFICE BUILDING**

**CARMEL, NEW YORK 10512**

**Members: Chairman Regan and Legislators Addonizio & Montgomery**

**Wednesday**

**May 13, 2026**

**(Immediately Following the Health Committee Mtg. at 6pm)**

1. Pledge of Allegiance
2. Roll Call
3. Approval – Budgetary Amendment 26A030 – Sheriff’s Office – Receipt of Grant Funds from Putnam/Northern Westchester Women’s Resource Center
4. Approval – Budgetary Amendment 26A032 – Sheriff – Repair 2 Automobiles in Patrol Fleet
5. Approval – Budgetary Amendment 26A036 – Sheriff – Record Remaining Expenditure and Revenues Related to Byrne State Crisis Intervention Programming Grant
6. Approval – Budgetary Amendment 26A037 – Finance – Receipt of SICG (Statewide Interoperable Communications Grant) Formula Grant
7. Approval – Budgetary Amendment 26A038 – Emergency Services – Fund NYS Emergency Services IP Network Readiness Grant
8. Approval – Fund Transfer 26T110 – Emergency Services – Development of Continuity of Operations Plan

**9. Discussion – Co-Responder Team Program – Transition and Future Direction – Sheriff Hess & DSS Commissioner Servadio**

**10. Other Business**

**11. Adjournment**

COMMISSIONER OF FINANCE  
WILLIAM J. CARLIN



cc All  
Prot - 5/13  
Audit - 5/21  
COUNTY EXECUTIVE  
KEVIN M. BYRNE

Reso  
#3

### MEMORANDUM

To: Diane Trabulsy, Legislative Clerk  
From: William J. Carlin, Jr., Commissioner of Finance *WJC*  
Re: Budgetary Amendment - 26A030  
Date: April 17, 2026

At the request of the Sheriff, the following budgetary amendment is required.

**Increase estimated appropriations:**

10199000 54980 Contingency 27,800

**Increase estimated revenues:**

32311000 44389 10174 Federal Aid - Other PS 27,800

Fiscal Impact - 2026 - \$ (27,800)

Fiscal Impact - 2027 - \$0

This Resolution is necessary to record the receipt of grant funds relating to the Special Victim's Unit Facility as per the attached correspondence. The 2026 Adopted Budget reflected the rent being funded by general taxation since the grant outcome was uncertain. These funds are being replaced by grant funds. Please forward to the appropriate committee.

Approved:

Kevin M. Byrne  
County Executive

2026 APR 24 PM 3:07  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY



BRIAN M. HESS  
SHERIFF

# PUTNAM COUNTY SHERIFF'S OFFICE

Three County Center  
Carmel, New York 10512  
(845) 225-4300



JAMES T. MENTON  
UNDERSHERIFF

April 15, 2026

William J. Carlin, Jr.  
Commissioner of Finance  
County Office Building  
40 Gleneida Avenue  
Carmel, NY 10512

Dear Commissioner Carlin:


I am advising you of the following request to amend the 2026 Putnam County Sheriff's Department budget:

**Increase Revenues:**

32311000 44389 10174: Sheriff BCI: Fed Aid: BCI-Women's Resource Ctr. \$27,800

The Putnam County Sheriff's Office (PCSO) has been awarded grant money from the Putnam/Northern Westchester Women's Resource Center in the amount of \$27,800 for the period of January 1, 2026, through December 31, 2026. The grant is related to the existing establishment of a Special Victim's Unit facility. Please see attached 'Subcontract Between Putnam/Northern Westchester Women's Resource Center and Putnam County Sheriff's Department'.

Thank you for your attention to this matter.

  
Brian M. Hess  
Sheriff

**SUBCONTRACT BETWEEN  
PUTNAM/NORTHERN WESTCHESTER WOMEN'S RESOURCE CENTER  
AND  
PUTNAM COUNTY SHERIFF DEPARTMENT**

This is a subcontract between Putnam/Northern Westchester Women's Resource Center and Putnam County Sheriff (PCS or Sub-contractor).

1. Putnam/Northern Westchester Women's Resource Center is the lead agency for a project jointly proposed by Putnam/Northern Westchester Women's Resource Center and the Putnam County Sheriff.
2. The New York State Division of Criminal Justice Services has awarded funds to Putnam/Northern Westchester Women's Resource Center in the amount of \$27,800 for the one-year contract period from January 1, 2026 through December 31, 2026. The Subcontractor represents that it is able and willing to provide services, in accordance with all the applicable terms and conditions of the Master Contract between the NYS Division of Criminal Justice Services (DCJS) and Putnam/Northern Westchester Women's Resource Center (attached hereto and incorporated herein as Attachment A), and within the approved budget (attached hereto and incorporated herein as Attachment B);
3. Sub-contractor agrees to provide services as set forth in the Work Plan (attached hereto and incorporated herein as Attachment C) in return for reimbursement \$27,800 annually. Sub-recipient agrees to submit requests for reimbursement in a form required by Putnam/Northern Westchester Women's Resource Center. Putnam/Northern Westchester Women's Resource Center agrees to pay PCS on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Putnam/Northern Westchester Women's Resource Center shall inform Putnam County Sheriff of the possibility of non-payment by Putnam/Northern Westchester Women's Resource Center of claims that do not contain the required information, and/or are not received by Putnam/Northern Westchester Women's Resource Center in a timely manner. Putnam/Northern Westchester Women's Resource Center will forward reimbursement to PCS promptly after receipt of reimbursement funds from the NYS DCJS.
5. Putnam County Sheriff agrees to collect and maintain all necessary statistics and information for the completion of grant reports and requirements in a timely manner as requested by Putnam/Northern Westchester Women's Resource Center.
6. This subcontract commences on January 1, 2026 through December 31, 2026 unless Contract #DCJ01-C00565GG is extended or terminated by the NYS DCJS.
7. Nothing contained in this subcontract shall impair the rights of the State under the Master Contract and nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State.
8. PCS agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any

other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. PCS (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

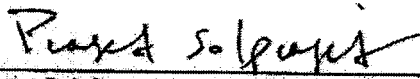
10. The contract may be terminated:

(a) By mutual written agreement of the contracting parties.

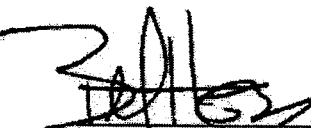
(b) By Putnam/Northern Westchester Women's Resource Center, immediately upon written notice to PCS, if PCS fails to comply with the terms and conditions of this Subcontract or any laws, rules and regulations, policies or procedures affecting this agreement.

(c) By Putnam/Northern Westchester Women's Resource Center immediately if, the Master Contract between Putnam/Northern Westchester Women's Resource Center and the New York State Office Division of Criminal Justice Services is terminated, or modified to exclude participation of the Subcontractor. Putnam/Northern Westchester Women's Resource Center agrees to give notice to PCS within 48 hours by hand delivery or certified mail upon receipt of notice from the New York State Division of Criminal Justice Services of any termination of its contract.

Agreed to:

  
\_\_\_\_\_  
Piaget Solpiaget, Executive Director  
Putnam/Northern Westchester  
Women's Resource Center

Dated: 1/1/26

  
\_\_\_\_\_  
Brian Hess, Sheriff  
Putnam County Sheriff Office

Dated: 1/1/26

WILLIAM J. CARLIN, JR., C.P.A.  
Commissioner Of Finance



cc. All  
Prob. - may 13  
Audit may 21  
SHEILA BARRETT  
First Deputy Commissioner of Finance  
Reso  
June 2

ALEXANDRA GORDON #4  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

April 22, 2026

Ms. Diane Trabulsy, Clerk  
Putnam County Legislature  
40 Gleneida Avenue  
Carmel, NY 10512

Dear Ms. Trabulsy,

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following request to amend the Putnam County Sheriff's 2026 budget:

Increase Revenues:

17311000 426801 Sheriff Patrol – Insurance Recoveries \$ 9,816.51

Increase Expenses:

17311000 54370 Sheriff Patrol – Automotive \$ 9,816.51

2026 Fiscal Impact - 0  
2027 Fiscal Impact - 0

This amendment is required to cover the costs of repairing two automobiles in the PCSO Patrol fleet that were damaged in accidents.

AUTHORIZATION:

Date Commissioner of Finance/Designee: Initiation by \$0 - \$5,000.00

Date County Executive/Designee: Authorized for Legislative Consideration \$5,000.01 - \$10,000.00

Date Chairperson Audit/Designee: \$0 - \$10,000.00

Date Audit & Administration Committee: \$10,000.01 - \$25,000.00

Corvel Enterprise Claims, Inc. – Ck# 1006715 - \$7,971.63  
Church Mutual Insurance – Ck# 2200980 - \$1,844.88

26A032

2026 MAY -5 AM 11:06  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

**JOHN B. CHERICO**  
*First Deputy County Attorney*

**ANNA M. DIAZ**  
*Senior Deputy County Attorney*

**KATHERINE L. McNEAL**  
*Senior Deputy County Attorney*



**C. COMPTON SPAIN**  
*County Attorney*

**DEPARTMENT OF LAW**

**HEATHER M. ABISSI**  
*Senior Deputy County Attorney*

**SARAH E. ENGLISH**  
*Deputy County Attorney*

**MAT C. BRUNO, SR**  
*Risk Manager*

**TO:** William Carlin, Commissioner of Finance  
**FROM:** Mat C. Bruno, Sr., Manager Risk & Compliance  
**DATE:** March 13, 2026  
**RE:** Vehicle Accident Claim Reimbursement

A handwritten signature in black ink, appearing to be "Mat C. Bruno, Sr.", written over the "FROM:" line of the memo.

Enclosed please find Church Mutual Insurance check # 2200980 in the amount of \$1844.88 representing payment for the PCSO Unit 257, involved in the accident listed below. Please deposit the check in the Sheriff Automotive Line: 17311000.54370.

Accident Number	Date of Accident	Damage	Reimbursement	Ins. Co	Employee Driver
7	2/23/2026	\$1844.88	\$1844.88	Church Mutual	

Thank you.

MCB/da  
Enc.

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512

Tel. (845) 808-1150 / Fax (845) 808-1903\*

*\*This office will not accept service via facsimile*

Date of Loss: 02/23/2026  
Insured: ARCHDIOCESE OF NEW YORK  
488 MADISON AVE NEW YORK, NY 10022-5702  
Claimant: Putnam County  
Patient Account No.: 2024 Dodge Durango - Unit 257



P.O. Box 342  
3000 Schuster Lane  
Merrill, WI 54452-0342

00839792 000011 001 001 000

Mail To: PUTNAM COUNTY  
48 GLENEIDA AVE  
CARMEL NY 10512-1702

Coverage:  
Liability - CMLIA

This check reflects payment for the following:

Reference Number	From - Through Dates	Amount
Not Available	Not Available	1,844.88
Total:		1,844.88

or questions concerning your claim, please contact your claim handler

**JOHN B. CHERICO**  
*First Deputy County Attorney*

**ANNA M. DIAZ**  
*Senior Deputy County Attorney*

**KATHERINE L. McNEAL**  
*Senior Deputy County Attorney*



**C. COMPTON SPAIN**  
*County Attorney*

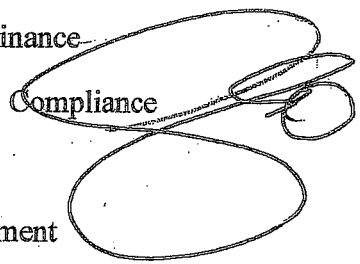
**HEATHER M. ABISSI**  
*Senior Deputy County Attorney*

**SARAH E. ENGLISH**  
*Deputy County Attorney*

**MAT C. BRUNO, SR**  
*Risk Manager*

**DEPARTMENT OF LAW**

**TO:** William Carlin, Commissioner of Finance  
**FROM:** Mat C. Bruno, Sr., Manager Risk & Compliance  
**DATE:** April 20, 2026  
**RE:** Vehicle Accident Claim Reimbursement



Enclosed please find Covet Enterprise Claims, Inc. check # 1006715 in the amount of \$7971.63 representing payment for the PCSO Unit 64 involved in the accident listed below. Please deposit the check in the Sheriff Automotive Line: 17311000.54370.

Accident Number	Date of Accident	Damage	Reimbursement	Ins. Co	Employee Driver
8	3/19/2026	\$7971.63	\$7971.63	CORVEL Enterprise Claims, Inc.	

Thank you.

MCB/da  
Enc.

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512

Tel. (845) 808-1150 / Fax (845) 808-1903\*  
\*This office will not accept service via facsimile

OK # 1006715

WILLIAM J. CARLIN, Jr. CPA  
Commissioner Of Finance



CC: All  
Protective May  
Audit - May  
RESO  
KEVIN M. BYRNE  
PUTNAM COUNTY EXECUTIVE  
Full June

#5

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Trabulsy, Legislative Clerk  
From: Sheila M. Barrett, First Deputy Commissioner of Finance *SMB*  
Re: Budgetary Amendment - 26A036  
Date: April 29, 2026

2026 MAY -4 PM 2:47  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

At the request of the Putnam County Sheriff, the following budgetary amendment is required.

**GENERAL FUND**

**Increase Appropriations:**

10311000 51093 10240	Overtime - Sheriff Admin.	100,000
10311000 52180 10240	Other Equipment - Sheriff Admin.	291,727
10311000 54646 10240	Contracts - Sheriff Admin.	150,000
10311000 54783 10240	Licensing & Software - Sheriff Admin.	23,000
		<u>564,727</u>

**Increase Revenues:**

10311000 41589A 10240	Byrne State Crisis Intervention Program	564,727
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Fiscal Impact - 2026 - \$ -0-  
Fiscal Impact - 2027 - \$ 0

This Resolution is necessary to record remaining expenditure & revenues related to the Byrne State Crisis Intervention Programming Grant (CFDA: 16.738), expiring June 30, 2027.

Approved:

Kevin M. Byrne  
County Executive

## Sheila Barrett

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**From:** Johnathon Cihanek  
**Sent:** Wednesday, April 29, 2026 2:56 PM  
**To:** Sheila Barrett; William Carlin  
**Cc:** Brian Hess; James Menton  
**Subject:** RE: Crisis Intervention Grant Breakdown

Sorry I looked at the wrong quote. \$77,000 in 52180 \$23,000 in 54783

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**From:** Johnathon Cihanek  
**Sent:** Wednesday, April 29, 2026 2:52 PM  
**To:** Sheila Barrett <sheila.barrett2@putnamcountyny.gov>; William Carlin <William.Carlin@putnamcountyny.gov>  
**Cc:** Brian Hess <Brian.Hess@putnamcountyny.gov>; James Menton <James.Menton@putnamcountyny.gov>  
**Subject:** RE: Crisis Intervention Grant Breakdown

Good Afternoon

May I update the below breakdown? I highlighted the changes in red.

-John

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**From:** Johnathon Cihanek  
**Sent:** Monday, April 27, 2026 3:57 PM  
**To:** Sheila Barrett <sheila.barrett2@putnamcountyny.gov>; William Carlin <William.Carlin@putnamcountyny.gov>  
**Cc:** Brian Hess <Brian.Hess@putnamcountyny.gov>; James Menton <James.Menton@putnamcountyny.gov>  
**Subject:** Crisis Intervention Grant Breakdown

Good Afternoon,

This is a break down of what lines we would like the money in.

Admin- 10311000

- Training: \$100,000.00 -- Overtime 51093
- Training Equipment: \$54,726.69 Other Equipment 52180
- Evidence Storage: \$100,000.00 Other Equipment 52180
- Command Vehicle Equipment: \$100,000.00
  - \$77,000 Other equipment 52180 to purchase command boxes for the back of supervisor vehicles
  - \$23,000 in Licensing and accessories 54783 for purchasing Starlink support and data plans
- Less Lethal Equipment: \$60,000.00 Other Equipment 52180
- LAP Line: \$150,000.00-- This will be used by the women's center for personnel and equipment. I am not sure what line this should be in.

-F/Sgt. Cihanek

**Johnathon Cihanek**

First Sergeant I Putnam County Sheriff's Department  
3 County Center Carmel, NY 10512  
(845)-225-4300 x 42228  
Cell- (845)260-0485  
[Johnathon.Cihanek@putnamcountyny.gov](mailto:Johnathon.Cihanek@putnamcountyny.gov)

<b>STATE AGENCY</b> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	<b>NYS COMPTROLLER'S NUMBER:</b> C633213 (Contract Number)  <b>ORIGINATING AGENCY CODE:</b> 01490 - Division of Criminal Justice Services
<b>GRANTEE/CONTRACTOR:</b> (Name & Address) Putnam County 40 Gleneida Ave. Carmel NY 10512-1705	<b>TYPE OF PROGRAMS:</b> Byrne State Crisis Intervention Programming <b>DCJS NUMBERS:</b> BS22633213 <b>CFDA NUMBERS:</b> 16.738
<b>INITIAL CONTRACT PERIOD:</b> FROM 04/01/2026 TO 09/30/2027 <b>FUNDING AMOUNT FROM INITIAL PERIOD:</b> \$564,726.69	<b>AMENDED CONTRACT PERIOD:</b> FROM TO <b>FUNDING AMOUNT FOR AMENDED PERIOD:</b>
<b>TRANSACTION TYPE:</b> New	<b>MULTI-YEAR TERM:</b> (if applicable): 0 1-year renewal options.
<b>FEDERAL TAX IDENTIFICATION NO:</b> 146002759 <b>MUNICIPALITY NO:</b> (if applicable) 370100000000 <b>STATUS:</b> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. <b>CHARITIES REGISTRATION NUMBER:</b> <div style="border: 1px solid black; height: 15px; width: 100%;"></div> (Enter number or Exempt) if Exempt is entered above, reason for exemption. N/A <div style="border: 1px solid black; padding: 2px;">           Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.         </div>	<b>ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT</b> (select all that apply): <input checked="" type="checkbox"/> NYSCFG New York State Contract for Grants <input checked="" type="checkbox"/> APPENDIX A Standard Clauses for New York State Contracts <input checked="" type="checkbox"/> ATTACHMENT A-1 Agency Specific Terms and Conditions <input checked="" type="checkbox"/> ATTACHMENT A-2 Program Specific Terms and Conditions <input checked="" type="checkbox"/> ATTACHMENT A-3 Federally Funded Grants and Requirements Mandated by Federal Laws <input checked="" type="checkbox"/> ATTACHMENT B Budget <input checked="" type="checkbox"/> ATTACHMENT C Payment and Reporting Schedule <input checked="" type="checkbox"/> ATTACHMENT D Work Plan <input checked="" type="checkbox"/> Other (Identify)
IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.	
<b>NYS Division of Criminal Justice Services</b> BY: Cillian Flavin , Date: 04/03/2026 Office of Program Development and Funding: <b>State Agency Certification:</b> In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract. <b>GRANTEE:</b> In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions. BY: Kevin Byrne County Executive Date: 04/02/2026	
<b>ATTORNEY GENERAL'S SIGNATURE</b> _____ Title: _____ Date: _____	<b>APPROVED,</b> Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract

Byrne State Crisis Intervention Programming

Project No.            Grantee Name  
BS24-1009-E00      Putnam County

04/03/2026

**STATE OF NEW YORK  
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH**

**WHEREAS**, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

**WHEREAS**, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Order of Precedence:** In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A - Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government) [1]; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page.

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

[1]. For modifications required by the Federal government see Section I(M).

**B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as 'Contract Funding Amount' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment D (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

**E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

**H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

**I. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

**J. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**K. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of

public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

**L. Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

**M. Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

#### **N. Renewal:**

**1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

**2. Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a 'Simplified Renewal Contract.' Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

### **TERMINATION AND SUSPENSION**

#### **A. Termination**

##### **1. Grounds:**

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a 'Force majeure' event. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

## **2. Effect of Notice and Termination on State's Payment Obligations:**

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

## **3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:**

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein. Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

## **4. Suspension:**

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

## **ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to

require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment C (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

**D. Property:**

1. For the purposes of the Contract, 'Property' is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of 'Property' the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase 'useful life' is defined in Internal Revenue Code §1.169-2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records)

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00am until 5:00pm, Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

#### **F. Confidentiality:**

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ('Confidential Information') for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

#### **G. Publicity:**

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, 'Publicity' includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity

supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York, and if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section III(F)(2) (Publicity) hereof.

#### **H. Web-Based Applications-Accessibility:**

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the 'Accessibility Policy'). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

#### **I. Unemployment Insurance Compliance:**

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

#### **J. Charities Registration:**

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

#### **K. Vendor Responsibility:**

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

January 2025

Certified by - Kevin Byrne on 04/02/2026

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT FOR YOUR REFERENCE.**

**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party).

**1. EXECUTORY CLAUSE** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrates its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS' COMPENSATION BENEFITS** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in

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

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

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

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

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers. (b) Privacy Notification. (1) The

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue, 33rd Floor  
New York, NY 10017  
Telephone: 646-846-7364  
Email: [mailto:mwbrebusinessdey@esd.ny.gov](mailto:mailto:mwbrebusinessdey@esd.ny.gov)  
Website: <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable. Contractors certified that whenever the total bid amount is greater than \$1 million:

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

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

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

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

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

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

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

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

January 2025

Certified by - Kevin Byrne on 04/02/2026

Project No.            Grantee Name  
BS24-1009-E00       Putnam County

04/03/2026

## **ATTACHMENT A-1, AGENCY SPECIFIC TERMS AND CONDITIONS**

### **I. Designees**

**A.** The designated Program Office, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G) shall be

NYS Division of Criminal Justice Services (DCJS)  
Office of Program Development and Funding  
80 S. Swan St.  
Albany, NY 12210

**B.** For the purpose of refunds as referenced in the Attachment C, Payment and Reporting, Section(C)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services (DCJS)  
Office of Budget and Finance, Grants Unit  
80 S. Swan St.  
Albany, NY 12210

**C.** The Contractor's Designee, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G), shall be the same as indicated on the Face Page of the Contract.

### **II. Contractual Obligations**

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

### **III. Budget Amendments**

Budget amendments for expenditure-based contracts are governed in accordance with Section I(D) of the Contract and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

**A.** For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

**B.** For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs A. or B. (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

### **C. Grant Amendment Requests (GAR) for Performance-Based Contracts**

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45 day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

#### **IV. Time and Effort Reporting**

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

#### **V. Space Rental**

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

#### **VI. Employment of a Consultant**

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

**A.** The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

**B.** Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section VII of this Attachment.

**C.** A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins, and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

**D.** Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

#### **VII. Procurement**

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

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

B. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

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

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

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

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

C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

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

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

#### **VIII. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements and Procedures (state-funded grants only)**

##### **A. General Provisions**

1. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5NYCRR Parts 142-144 (MWBE Regulations) for all state Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

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

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

##### **B. Contract Goals**

1. For purposes of this Contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation

which are specified as part of the Contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the Contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

### **C. Equal Employment Opportunity (EEO)**

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

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

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

b. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

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

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

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

iv. The Contractor will include the provisions of (i.) through (iii.) above and Paragraph 5 of the Appendix A, Standard Clauses for New York State Contracts which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

### **3. Staffing Plan**

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

#### 4. Workforce Employment Utilization Report

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

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

c. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

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

#### D. MWBE Utilization Plan

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

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

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

#### E. Waivers

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

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

#### F. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### G. Liquidated Damages - MWBE Participation

1. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach

of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

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

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

3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within thirty (30) days after they are assessed by the DCJS unless prior to the expiration of such thirtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

#### **H. M/WBE and EEO Policy Statement**

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

##### **1. M/WBE**

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

- a. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- b. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.
- c. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- d. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- e. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- f. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

##### **2. EEO**

- a. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- b. This organization shall state in all solicitation or advertisements for employees that in the performance of the Contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.
- c. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

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

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

#### **IX. Equipment Inventory**

Applicable equipment purchased with funds provided by this Contract as listed in Attachment B or B-1, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

#### **X. Accounting and Audits**

A. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

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

#### **XI. Non-Compliance**

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with

the proceeds of this Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

#### **XII. Program Income**

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Attachment D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

#### **XIII. Lapsing Appropriations**

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

#### **XIV. Refunds**

If at the end of this Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Budget and Finance at the address in Section I.(B) of this Attachment with its final fiscal cost report by the last day of the month following the end of the contract period.

#### **XV. Limit on Overtime Earnings**

If Attachment B, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

#### **XVI. Subawards/Subcontractors**

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

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any subcontractor.

The Contractor agrees that all subcontractor arrangements shall be formalized in writing between the parties involved; and shall include at a minimum:

- \* Activities to be performed;
- \* Time schedule;
- \* Project policies;
- \* Other policies and procedures to be followed;
- \* Dollar limitation of the agreement;

\* New York State Contract for Grants, Appendix A-Standard Clauses for New York State Contracts, Attachment A-1, Attachment A-2, Attachment A-3 (if applicable), Attachment C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension (if applicable) and any special conditions set forth in Appendix D of the Contract; and

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

The Contractor will not be reimbursed for subgranted funds unless all expenditures by a subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Attachment B or B-1.

#### **XVII. Work Product Ownership and Distribution/DCJS Logo**

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said material, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

#### **XVIII. Delayed Implementation**

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

#### **XIX. Changes at the Discretion of DCJS**

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

#### **XX. Non-Supplanting**

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

#### **XXI. SAFETNet**

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

## **XXII. Compliance with New York State Policies and Standards**

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: <https://its.ny.gov/policies>

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

- A. New York State Criminal Justice Electronic Biometric Transmission Standard
- B. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases.
- C. New York State Standard Practices for Fingerprinting Juveniles.

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

[http://www.criminaljustice.ny.gov/stdpractices/main\\_menu.htm](http://www.criminaljustice.ny.gov/stdpractices/main_menu.htm)

<http://www.criminaljustice.ny.gov/stdpractices/jj-stdpractices/jj-full-manual.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

## **XXIII. IJPortal**

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

## **XXIV. DCJSContact Directory**

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <https://www.criminaljustice.ny.gov/ojs/DCJSContact.htm>

## **XXV. Incident-Based Reporting (IBR)/UCR Data Entry Interface**

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

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

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/USR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

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

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

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the

Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at: [https://www.criminaljustice.ny.gov/ojis/dir\\_training.htm](https://www.criminaljustice.ny.gov/ojis/dir_training.htm). Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of the IBR file.

#### **XXVI. Publications**

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

#### **XXVII. Sexual Harassment Prevention Policy Certification**

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcngntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

February 2024

Certified by - Kevin Byrne on 04/02/2026

Project No.            Grantee Name  
BS24-1009-E00        Putnam County

04/03/2026

**Attachment A-2, PROGRAM SPECIFIC TERMS AND CONDITIONS:**

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

**County Re-entry Task Force (CRTFs)**

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

**Crimes Against Revenue Program (CARP)**

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

**Gun Involved Violence Elimination (GIVE) Initiative**

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

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

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Guidance Document.

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

Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

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

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

**Motor Vehicle Theft and Insurance Fraud (MVTIF) Program**

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation.

**New York State Defenders Association (NYSDA)**

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

February 2024

Certified by - Kevin Byrne on 04/02/2026

Project No.            Grantee Name  
BS24-1009-E00       Putnam County

04/03/2026

**ATTACHMENT A-3. FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS**

Please navigate to the links below to read the Federal Special Conditions that apply to this Federal Award and attest to such by downloading, completing, signing and uploading the attestation form.

**Special Conditions** - <https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/BJ%20SCIP%20FFY%2022-23.pdf>

**Attestation Form** -

<https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/Federal%20Special%20Conditions%20Attestation%20Form.3.11.24.pdf>

Certified by - Kevin Byrne on 04/02/2026

ATTACHMENT B - Budget Summary by Participant

Putnam CountyPutnam County Sheriff's Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Training overtime for officers and ERPO responders	1	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00
Total				\$100,000.00	\$100,000.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Training equipment for ERPO and Persons in Crisis Response	1	\$54,726.69	\$54,726.69	\$54,726.69	\$0.00
2	ERPO Evidence Storage Equipment, Install and Shipping	1	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00
3	Upfitting incident command equipment for police vehicles	1	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00
4	Less lethal equipment for ERPO and persons in crisis response equipment	1	\$60,000.00	\$60,000.00	\$60,000.00	\$0.00
Total				\$314,726.69	\$314,726.69	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Subaward to Putnam Northern Westchester Women's Resource Center	1	\$150,000.00	\$150,000.00	\$150,000.00	\$0.00
Total				\$150,000.00	\$150,000.00	\$0.00

Putnam County Sheriff's Office Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$564,726.69	\$564,726.69	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$564,726.69	\$564,726.69	\$0.00

Project No.            Grantee Name  
BS24-1009-E00        Putnam County

04/03/2026

## **ATTACHMENT C PAYMENT AND REPORTING**

### **A. General Terms and Conditions:**

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal Funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ('CFR'). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming

document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

**B. Advance Payments and Claiming Requirements:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

**Schedule A: Claiming Requirements**

Claim	Claim Type	Report Period	Due Date
1	Quarterly Reimbursement	Quarter 1	30 days after the end of the quarter
2	Quarterly Reimbursement	Quarter 2	30 days after the end of the quarter
3	Quarterly Reimbursement	Quarter 3	30 days after the end of the quarter
4	Quarterly Reimbursement	Quarter 4	30 days after the end of the quarter

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

\* For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and and practices shall be subject to approval of the State.

\* For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payments shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the forth quarter of the current contract year to pay the scheduled payment of the next contract year.

9. If the Expenditure Based Budget is used in Attachment B and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

**C. Refunds:**

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**D. Progress Reporting Requirements:**

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency.

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment D (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Report Requirements below.

**Schedule B: Progress Reporting Requirements**

**Period 1**

<b>Progress Report</b>	<b>Report Type</b>	<b>Report Period</b>	<b>Due Date</b>
1	Quarterly Progress Report	Quarter 1	30 days after the end of the quarter
2	Quarterly Progress Report	Quarter 2	30 days after the end of the quarter
3	Quarterly Progress Report	Quarter 3	30 days after the end of the quarter
4	Quarterly Progress Report	Quarter 4	30 days after the end of the quarter

**E. Special Payment and Reporting Provisions**

**For All Grantees:**

1. Contractors must submit all required fiscal reports, support documentation and program progress reports as required under Section D. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
2. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.
3. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applcngmtfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in this Attachment. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**
4. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

**DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov**

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Budget and Finance as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Budget and Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

April 2025

Certified by - Kevin Byrne on 04/02/2026

Award Contract

Byrne State Crisis Intervention Programming

Project No.

Grantee Name

BS24-1009-E00

Putnam County

04/03/2026

ATTACHMENT D - Work Plan

Goal

To assist Putnam County Sheriff's Office by supporting additional officer training overtime hours, training and response equipment, and a partnership between the county and a resource center to coordinate community response to ERPO and crisis incidents.

Objective #1

To enhance the departments response to the ERPO and crisis incidents through training.

Task #1 for Objective #1

The department will coordinate the training of department personnel through overtime and the purchase of training equipment.

# Performance Measure

1 List the impact of the training equipment and overtime on improving response to crisis incidents and ERPO response.

Objective #2

Establish County operations for a LAP Hotline.

Task #1 for Objective #2

Police department to enter a formal agreement to coordinate access to a LAP hotline.

# Performance Measure

1 Upload a copy of the formal agreement to GMS as an attachment.

Objective #3

To report directly to the federal Bureau of Justice Assistance (BJA) on performance measures for grant programs that are supported by Byrne JAG funds through the Performance Measurement Tool (PMT) for each quarter of the contract year. (PLEASE NOTE: YOU DO NOT NEED TO FILL ANYTHING OUT IN GMS FOR THIS OBJECTIVE. THIS IS INFORMATIONAL ONLY).

Task #1 for Objective #3

The grantee will sign onto the PMT at <https://www.bjaperformancetools.org> utilizing the ID, password and instructions provided by DCJS and complete the assigned sections within 30 days of the end of the calendar quarter.

# Performance Measure

1 Completed PMT report.

COMMISSIONER OF FINANCE  
WILLIAM J. CARLIN



COUNTY EXECUTIVE  
KEVIN M. BYRNE

cc: All  
Post 5/13  
Audit  
Full June 2

#6

### MEMORANDUM

To: Diane Trabulsy, Legislative Clerk  
From: William J. Carlin, Jr., Commissioner of Finance *WJC*  
Re: Budgetary Amendment - **26A037**  
Date: April 29, 2026

At the request of the Commissioner of Finance, the following budgetary amendment is required.

**CAPITAL FUND:**

**Increase Estimated Appropriations:**

53097000 53000 51601 SICG\* - 2024 Formula Program 422,645

**Increase Estimated Revenues:**

53097000 433971 51601 State Aid - Public Safety 422,645

*\* Statewide Interoperable Communications Grant*

Fiscal Impact - 2026 - \$ 0

Fiscal Impact - 2027 - \$ 0

This Resolution is required to adjust the budget for the receipt of the 2024 SICG Formula grant award as per the attached letter. Please forward to the appropriate committee.

Approved : : \_\_\_\_\_  
Kevin M. Byrne, County Executive

2026 APR 30 PM 4:38  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY



# Homeland Security and Emergency Services

KATHY HOCHUL  
Governor

JACKIE BRAY  
Commissioner

January 28, 2025

The Honorable Kevin Byrne  
Putnam County Executive  
Putnam County Office Building  
50 Gleneida Avenue, 3rd Floor  
Carmel, NY 10512

Dear Mr. Byrne:

I am pleased to announce that Putnam County has been awarded \$422,645 under the New York State 2024 Statewide Interoperable Communications Grant Program (2024 SICG-Formula). This program, administered by my agency, allows for the State support to aid county, local and municipal public safety organizations in enhancing emergency response, improving capability, improvements in governance structures, operating procedures, infrastructure development, and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC). The 2024 SICG-Formula Program will concentrate on improving interoperability and operability of communications systems in New York State. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2024 SICG-Formula grant will be 36 months, beginning January 1, 2024 – December 31, 2026, with the possibility of an extension based upon a good cause shown and ample justification for needing additional time. Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 45 calendar days from the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Mark Balistreri, at 518-322-4939.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Bray".

Jackie Bray  
Commissioner

COMMISSIONER OF FINANCE  
WILLIAM J. CARLIN



CC: All  
Prob. - MAY  
Acct. - MAY  
COUNTY EXECUTIVE Full - June  
KEVIN M. BYRNE

#7

**MEMORANDUM**

To: Diane Trabulsy, Legislative Clerk  
From: William J. Carlin, Jr., Interim Commissioner of Finance *WJC*  
Re: Budgetary Amendment - 26A038  
Date: April 29, 2026

2026 MAY -1- PM 2:46  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

At the request of the Commissioner of Emergency Services, the following budgetary amendment is required.

**CAPITAL FUND:**

**Increase Estimated Appropriations:**

53097000 53000 52521                      Next Generation 911                      689,655

**Increase Estimated Revenues:**

53097000 433971 52521                      State Aid - ESInet Program                      689,655

Fiscal Impact - 2026 - \$ 0

Fiscal Impact - 2027 - \$ 0

This Resolution is required to adjust the capital budget to fund the NYS Emergency Services IP Network (ESInet) Readiness Grant Grant as per the attached letter. Please forward to the committee.

Approved : : \_\_\_\_\_  
Kevin M, Byrne, County Executive



**Homeland Security  
and Emergency Services**

**KATHY HOCHUL**  
Governor

**TERENCE O'LEARY**  
Acting Commissioner

February 2, 2026

The Honorable Kevin Byrne  
Putnam County Executive  
Putnam County Office Building  
40 Gleneida Avenue, 3rd Floor  
Carmel, NY 10512

Dear Mr. Byrne:

I am pleased to announce that Putnam County has been awarded \$689,655 under the New York State Emergency Services IP Network (ESInet) Readiness Grant Program. This program, administered by DHSES, provides State support through grant funding for your county to enhance its public safety operations by strengthening communications infrastructure. This is critical in emergency situations and ensuring that public safety personnel are prepared as they respond to calls for service. This grant focuses on enhancing counties' readiness to connect to fiber-optic cable-based emergency services IP networks (ESInets) for public safety answering points (PSAPs) according to the current NENA i3 standard.

The performance period for the ESInet Readiness Grant Program will be five (5) years (January 1, 2026 – December 31, 2030). Please note that expenditures submitted for reimbursement must be incurred during the period of performance.

On behalf of Governor Kathy Hochul, the Division remains committed to supporting first responders, including through the enhancement of your PSAPs. Please feel free to contact me if you have any questions, at 518-242-5000, or DHSES' Office of Interoperable and Emergency Communications (OIEC) Director, Mark J. Balistreri, at 518-322-4939.

Thank you for your partnership in this public safety endeavor.

Sincerely,

A handwritten signature in black ink, appearing to read "Terence O'Leary".

Terence O'Leary  
Acting Commissioner

COMMISSIONER OF FINANCE  
WILLIAM J. CARLIN



COUNTY EXECUTIVE  
KEVIN M. BYRNE

#8

(Pls. Take)

Prot. May  
Audit: May  
File: July

cc: 41

Reso

**MEMORANDUM**

To: Diane Trabulsy, Legislative Clerk  
From: William J. Carlin, Jr., Commissioner of Finance *Kye*  
Re: Budgetary Transfer - 26T110  
Date: April 16, 2026

At the request of the Commissioner of Emergency Services, the following budgetary transfer is required.

**Increase estimated appropriations:**

10398900 54646 Contracts 20,000

**Decrease:**

10014000 51000 (103) Personnel Services 20,000

*(vacant)*  
Deputy Commissioner of Emergency Svc's  
Fiscal Impact - 2026 - \$ 0  
Fiscal Impact - 2027 - \$ 0

This budgetary transfer will provide funding for the development of a Continuity of Operations Plan (COOP) as per the attached correspondence. Please forward to the appropriate committee.

Approved:

Kevin M. Byrne  
County Executive

2026 MAY - 6 AM 9:31  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY



# PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



Kevin M. Byrne  
County Executive

James G. Oster  
Commissioner of Emergency Services

Robert Cuomo  
Director of Emergency Medical Services

## MEMORANDUM

To: William Carlin, Commissioner of Finance

From: James G. Oster, Commissioner

Re: Putnam County COOP Plan

Date: April 24, 2026

---

We are in the process of hiring Meridian Strategic Services to develop a Continuity of Operations Plan for the County (COOP Plan). We are requesting \$20,000 to cover the cost for the Putnam County COOP Plan from budget line 10398900 51000. We are going to use money from the Deputy Commissioner's vacant position 398913103.

Please see attached April 2026 Putnam County Continuity of Operations Proposal.

Thank you.



## **PUTNAM COUNTY COOP PLAN**

Date: March, 30, 2026

### ***Core COOP Plan and Department Templates***

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#### **PURPOSE**

Establish a County-wide continuity framework to sustain essential operations during disruption

#### **DELIVERABLES**

##### **Core COOP Plan**

- Leadership and decision-making structure
- Orders of succession and delegations of authority
- Essential functions framework
- Continuity concept of operations (staffing, communications, relocation)
- Activation and coordination structure

##### **Department Templates**

- Standard COOP annex template
- Standardized sections aligned to the County COOP:
  - Essential functions
  - Staffing and succession
  - Alternate facilities
  - Communications
  - Resource needs

##### **Engagement**

- Targeted leadership coordination
- Targeted data collection

Focus is on the development of the County-level COOP and supporting templates; detailed department-level planning may be addressed in a subsequent phase

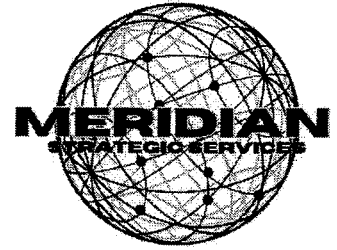
#### **APPROACH**

- Structured and efficient delivery
- Proven continuity framework
- Low administrative burden
- Focused on practical, usable output

#### **NEXT STEPS (OPTIONAL)**

- Department annex development
- Training
- Tabletop exercise
- After-action review and plan refinement

APRIL  
**2026**



# Putnam County New York

Continuity of  
Operations  
Proposal



Prepared By:

**Meridian Strategic  
Services, Inc.**

*Partnering with you for a more resilient future*





Seamus K. Leary, M.P.A., C.E.M.  
President  
P.O. Box 158 Esopus, NY 12429  
845-332-5599  
[sleary@meridianstrategicserv.com](mailto:sleary@meridianstrategicserv.com)

Date: April 24, 2026

James Oster  
Commissioner  
Putnam County Bureau of Emergency Services  
112 Old Route 6  
Carmel, NY 10512

**SUBJECT:** Putnam County Continuity of Operations Plan Proposal

Dear Commissioner Oster:

Meridian Strategic Services respectfully submits this proposal to provide Emergency Management and Continuity support services to Putnam County.

Our team brings extensive experience in continuity planning, crisis management, and operational coordination across local, state, and federal environments. We are committed to delivering practical, actionable solutions that enhance the County's readiness and resilience.

We appreciate your consideration and look forward to the opportunity to support Putnam County.

A handwritten signature in cursive script that reads "Seamus Leary".

Seamus K. Leary, M.P.A., C.E.M.  
President

## **PROJECT PROPOSAL**

Meridian Strategic Services, Inc. (Meridian) is pleased to submit this proposal to support Putnam County in the development of a County-wide Continuity of Operations Plan (COOP) and supporting department-level planning templates.

Continuity of Operations planning is a critical component of government resilience. During emergencies, counties must not only respond to incidents, but also sustain essential services that residents depend on. This requires a structured, well-defined framework that clearly establishes leadership authority, operational priorities, and continuity procedures.

This project is designed to deliver that framework in a focused and efficient manner. Meridian will develop a practical, implementable COOP that defines how Putnam County will sustain essential operations during a disruption, while also providing standardized tools that enable future expansion of continuity planning across departments.

The proposed approach emphasizes usability, efficiency, and long-term value. The result will be a continuity framework that can be readily implemented by County leadership and expanded over time as part of the County's broader preparedness efforts.

### **PROJECT UNDERSTANDING**

Meridian understands that Putnam County seeks to strengthen its internal resilience by establishing a clear and actionable continuity planning framework.

This includes defining how essential services will be maintained during disruptions, clarifying leadership roles and authorities, and ensuring that continuity planning can be extended across departments in a consistent and manageable way.

We also recognize the importance of balancing thoroughness with practicality. County personnel operate in a resource-constrained environment, and planning efforts must be structured to minimize administrative burden while still delivering meaningful capability.

This proposal reflects that understanding. The scope is intentionally focused on delivering high-value foundational components that can be implemented immediately and expanded in future phases.

### **PROJECT OBJECTIVES**

The objective of this project is to establish a clear and actionable continuity framework that strengthens the County's ability to sustain operations during an emergency.

This effort will achieve the following:

- Establish a County-wide structure for continuity of operations
- Define leadership roles, authorities, and decision-making processes
- Identify and organize essential government functions

- Develop a continuity concept of operations (CONOPS)
- Provide standardized tools to support future department-level planning

These objectives are designed to provide the County with both an immediate operational framework and a pathway for continued development.

### **VALUE TO PUTNAM COUNTY**

This project provides Putnam County with a practical, implementable continuity planning capability designed to sustain essential government functions during disruption. Rather than producing a theoretical planning document, this effort is focused on delivering a structured framework that County leadership can rely on to make decisions and maintain operations under adverse conditions.

The COOP developed through this project establishes a clear operational foundation that reduces uncertainty during emergencies and supports the continuity of critical services to the public. At the same time, the template-driven approach enables the County to expand its continuity program in a controlled and cost-effective manner without requiring a full-scale planning effort for each department.

This project is designed to deliver immediate operational value while positioning the County for future programmatic growth.

As a result of this project, Putnam County will benefit from:

- A defined continuity structure that enables leadership to operate effectively during disruption
- Clear identification and prioritization of essential government functions
- Reduced operational risk through established continuity procedures
- Improved organizational readiness without placing unnecessary burden on County staff
- A scalable framework that supports future expansion of continuity planning across departments

This approach provides the County with not only a completed planning product, but a sustainable capability that can be maintained and built upon over time.

### **SCOPE OF SERVICES**

Meridian will deliver a structured planning effort centered on the development of a core COOP framework and supporting templates.

### **CORE COUNTY COOP PLAN DEVELOPMENT**

Meridian will develop a comprehensive County-level COOP Plan that establishes the structure through which Putnam County will manage continuity of operations during a disruption. This plan will define how leadership operates under continuity conditions and how essential functions are sustained across government.

The COOP will include the following core elements:

- Leadership and decision-making structure
- Orders of succession and delegations of authority
- Essential functions framework
- Continuity concept of operations, including staffing, communications, and relocation
- Activation and coordination structure

This document will serve as the central continuity framework for the County and will guide decision-making during emergency conditions.

### **DEPARTMENT CONTINUITY TEMPLATE DEVELOPMENT**

To support future expansion of continuity planning, Meridian will develop a standardized template package for use by County departments. These templates will be aligned with the structure of the County COOP and will provide a consistent format for department-level planning.

The templates will be designed to guide departments in documenting:

- Essential functions and priorities
- Staffing and succession considerations
- Alternate facility requirements
- Communication procedures
- Resource needs

This approach allows the County to build out department-level continuity capabilities in a controlled and efficient manner without requiring a full-scale planning effort during this phase.

### **STAKEHOLDER ENGAGEMENT AND DATA COLLECTION**

The development of the COOP and supporting templates will be informed by a focused engagement process with County personnel. Meridian will conduct a streamlined series of coordination activities designed to gather necessary information while minimizing disruption to County operations.

This effort will include:

- Project kickoff meeting with County leadership
- Coordination with designated departmental representatives
- Structured data collection through interviews and document review

This approach results in a COOP that reflects the County's operational realities while maintaining an efficient project timeline.

## **PROJECT METHODOLOGY**

Meridian will utilize a structured and proven methodology for continuity planning that emphasizes clarity, efficiency, and practical application.

The project will be executed in the following phases:

### **PHASE 1 – PROJECT INITIATION**

The project will begin with a kickoff meeting to confirm objectives, establish communication protocols, and align on expectations. Meridian will also identify key stakeholders and finalize the data collection approach.

### **PHASE 2 – DATA COLLECTION AND ANALYSIS**

Meridian will conduct targeted interviews and review relevant documentation to gather the information necessary to support plan development. This phase will focus on identifying essential functions, organizational structures, and current capabilities.

### **PHASE 3 – COOP DEVELOPMENT**

Using the information collected, Meridian will develop the draft COOP and department templates. This work will be conducted internally using a structured framework to maintain consistency and quality.

### **PHASE 4 – REVIEW AND REFINEMENT**

Draft materials will be shared with the County for review. Feedback will be consolidated and incorporated into the final deliverables.

### **PHASE 5 – FINALIZATION AND DELIVERY**

Meridian will finalize the COOP and template package and provide all deliverables to the County in a complete and ready-to-use format.

## **PROJECT MANAGEMENT AND GOVERNANCE**

Effective coordination is critical to the success of this project. Meridian will utilize a streamlined project management structure designed to support clear communication and efficient execution.

- Meridian will designate a Project Manager responsible for overall delivery, schedule, and coordination
- Putnam County will designate a primary point of contact to facilitate internal coordination
- Regular coordination meetings will be conducted on a scheduled basis
- Communication will be maintained through agreed-upon channels to support transparency and responsiveness

This structure keeps the project on schedule and aligned with County expectations.

Meridian will maintain responsibility for overall project delivery and will work closely with the County to proactively manage schedule, coordination, and quality control throughout the engagement.

### **DELIVERABLES**

At the conclusion of this project, Putnam County will receive:

- A complete County-wide Continuity of Operations Plan (COOP)
- A Department COOP Template Package aligned with the County framework
- Supporting materials necessary to facilitate implementation and future expansion

These deliverables are designed to function together as a unified system, providing both immediate value and long-term flexibility.

### **PROJECT STAFFING**

Meridian Strategic Services will support Putnam County with a focused project team structured to support both effective execution and appropriate senior-level oversight. The staffing approach for this phase reflects the targeted nature of the effort while maintaining the depth of experience required to deliver a high-quality continuity planning product.

Seamus Leary will serve as Project Executive and will provide overall oversight of the engagement. In this role, Seamus will maintain alignment of the project with County objectives, oversee adherence to Meridian's quality standards, and guide execution in accordance with the agreed scope, schedule, and expectations. He will remain engaged throughout the project to support strategic coordination and resolve any issues that may arise.

J. Scott Thomas will serve as Project Manager and Lead Planner for this effort. Scott will be responsible for the day-to-day management of the project, including coordination with County personnel, execution of the data collection process, and development of the COOP and supporting templates. He will serve as the primary point of contact for the County and will deliver outputs that are practical, actionable, and aligned with the County's operational structure.

Additional planning support may be provided by Meridian personnel, as needed, to support data collection, analysis, and document development. This support will be applied in a targeted manner to maintain efficiency while ensuring the timely completion of all project components.

This staffing structure is designed to provide Putnam County with direct access to experienced personnel while maintaining a streamlined and efficient project footprint.

### **RELEVANT EXPERIENCE**

Meridian Strategic Services brings experience drawn from both direct government service and private sector consulting engagements. The team has supported the development of continuity

plans and emergency management programs across a range of environments, including local government, federal operations, and complex multi-site organizations.

This combined experience provides Meridian with a practical understanding of how continuity planning must function in real-world operational conditions, particularly within government settings.

Representative experience includes:

### **GOVERNMENT CONTINUITY PLANNING EXPERIENCE**

Members of the Meridian team have extensive experience supporting continuity planning efforts within government environments at the local, state, and federal levels.

This experience includes:

- Development of a County-wide Continuity of Operations Plan for Orange County, New York, including identification of essential functions, establishment of leadership authorities, and development of operational continuity procedures
- Development of numerous Continuity of Operations Plans for joint FEMA / State Joint Field Offices, supporting federal disaster response operations across the United States.
- Participation in the development and facilitation of classified, nationwide federal government continuity exercises, supporting evaluation of continuity capabilities and coordination structures across multiple federal agencies

This background provides a strong foundation in continuity planning aligned with local government operations and national-level continuity standards.

### **CONTINUITY PLANNING AND EMERGENCY MANAGEMENT CONSULTING**

Meridian has applied this experience to support a range of clients in developing practical, implementation-focused continuity and emergency management programs.

Representative engagements include:

- Development of a Continuity of Operations Plan for a multi-billion-dollar philanthropic foundation, supporting continuity planning across multiple facilities and operational environments
- Development of a municipal Comprehensive Emergency Management Plan, including a COOP for the Town of Hartford, Vermont, aligned with local government operations and resource constraints
- Development of a continuity planning framework for a multi-campus church organization serving thousands of parishioners weekly, including coordination across multiple facilities and leadership structures

- Development of a Comprehensive Emergency Management Plan for a high-profile private girls' school, focused on sustaining operations and ensuring continuity of critical functions during disruption

These engagements reflect Meridian's ability to translate continuity planning principles into practical, usable frameworks tailored to the needs of diverse organizations.

### **TEAM QUALIFICATIONS**

Meridian Strategic Services brings a team of experienced emergency management professionals with extensive backgrounds in continuity planning, disaster response, and government operations. The individuals assigned to this project have supported public sector organizations in developing practical, operationally sound preparedness programs and understand the unique challenges faced by County governments.

The following Meridian team members will be directly involved in the execution of this project:

#### **Seamus Leary – Project Executive**

Seamus Leary, MPA, CEM | LinkedIn

Seamus serves as the President of Meridian Strategic Services and will provide executive oversight for this engagement. He brings extensive experience in emergency management, disaster recovery, and continuity planning across both public and private sector environments.

Throughout his career, Seamus has supported complex emergency management initiatives involving coordination with government agencies, critical infrastructure stakeholders, and executive leadership. His experience includes the development of emergency plans, continuity frameworks, and operational strategies designed to support organizations during high-impact events.

As Project Executive, Seamus will maintain the alignment of deliverables with the County's objectives and reflect a practical, implementation-focused approach. Seamus is a FEMA Level I Professional Continuity Practitioner.

#### **J. Scott Thomas – Project Manager / Lead Planner**

Scott Thomas, MPA, CEM | LinkedIn

Scott will serve as Project Manager and Lead Planner for this effort and will be responsible for the day-to-day execution of the project. He brings significant experience in emergency planning and continuity of operations, with a focus on developing actionable plans for government and organizational clients.

Scott has led the development of continuity plans and supporting procedures designed to guide organizations through disruptive events. His work emphasizes clarity, usability, and alignment with real-world operational requirements. He has also supported training and planning initiatives that enhance organizational preparedness and coordination.

As Project Manager, Scott will serve as the primary point of contact for Putnam County and will lead all planning activities, producing deliverables that are practical, actionable, and aligned with the County's operational structure.

### **PROJECT SCHEDULE**

The project is expected to be completed within an estimated 8- to 12-week period, depending on coordination with County personnel and the availability of key stakeholders.

The project will progress through the phases outlined in the Project Methodology section, with key activities including:

- Project kickoff and initial coordination
- Data collection and stakeholder engagement
- Draft plan development
- Review and refinement
- Final delivery

### **ASSUMPTIONS AND LIMITATIONS**

This proposal is based on a focused scope designed to deliver maximum value within the available budget. It assumes that County personnel will be available for limited coordination and that feedback will be provided in a timely and consolidated manner.

The project is structured to minimize administrative burden and avoid unnecessary complexity, with engagement and iteration limited to what is required to produce a high-quality, functional outcome.

### **EXCLUSIONS**

This phase of work is limited to the development of the County-level COOP and supporting templates. It does not include:

- Development of department-specific annexes
- Training or workshop delivery
- Tabletop exercise design or facilitation
- After-action reporting
- Updates to existing emergency management plans

These services can be addressed in future phases, if desired.

### **PROJECT PRICING AND TERMS**

#### **PROJECT PRICING**

Meridian Strategic Services will deliver the scope of work described in this proposal as a fixed-fee engagement.

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**Total Project Cost: \$19,500**

This fee includes all labor, planning, coordination, and deliverable development required to complete the project outlined in the Scope of Services.

This pricing reflects the full scope of services described in this proposal and assumes no material changes to project scope or schedule.

**INVOICING AND PAYMENT**

Project invoicing will be structured to align with key project milestones.

- An initial invoice for 50% of the total project cost (\$9,750) will be issued upon project initiation
- The remaining 50% (\$9,750) will be invoiced upon delivery of final project deliverables

Payment will be due 30 days from the date of the invoice.

**TRAVEL**

Travel, if required, will be billed at cost and will be in accordance with applicable government travel guidelines. All travel-related expenses will be coordinated with and approved by the County in advance.

**OTHER DIRECT COSTS**

Other direct costs, if applicable, may include items such as printing, facility use, or materials required to support project activities. Any such costs will be discussed with and approved by the County prior to procurement and will be billed at cost with no markup.

**OPTIONAL NEXT STEPS**

Following completion of this project, Putnam County will be well-positioned to expand its continuity program. Future efforts may include:

- Department-level COOP annex development
- COOP training and implementation support
- Tabletop exercise design and facilitation
- Plan refinement based on lessons learned
- Integration into broader County preparedness efforts

**CLOSING**

Meridian Strategic Services appreciates the opportunity to support Putnam County in strengthening its continuity capabilities. This project is designed to deliver a practical and scalable foundation that enables the County to sustain essential operations during disruption while positioning the organization for continued advancement in its emergency management program.

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue

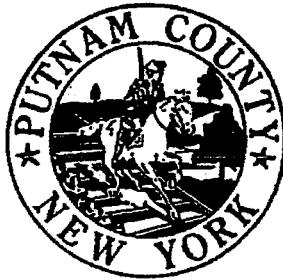
Carmel, New York 10512

Phone (845) 808-1020 • Fax (845) 808-1933

putcoleg@putnamcountyny.gov

#9

Daniel G. Birmingham *Chairman*  
William Gouldman *Deputy Chair*  
Diane Trabulsy *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Jake D'Angelo	Dist. 5
Thomas Regan Jr.	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

**MEMORANDUM**

**DATE:** May 7, 2026

**TO:** Kevin Byrne  
County Executive

Brian Hess  
Sheriff

**FROM:** Thomas Regan Jr.  
Chairman, Protective Services Committee

**CC:** Sara Servadio  
Commissioner, Mental Health, Social Services and Youth Bureau

**RE:** Request- Discussion Co- Responder Team (CRT) Program – Transition and Future Direction

In response to the attached memorandum from Protective Services Committee Member, Legislator Montgomery, I request that Sheriff Hess and Commissioner Servadio attend the May 13, 2026, Protective Services Committee Meeting.

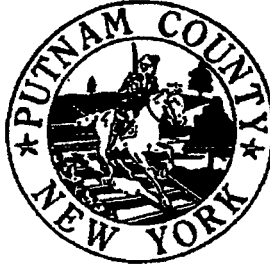
Thank you for your attention to this matter.

Attachment

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue  
Carmel, New York 10512  
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putcoleg@putnamcountyny.gov

Daniel G. Birmingham *Chairman*  
William Gouldman *Deputy Chair*  
Diane Trabulsy *Clerk*



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Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

**MEMORANDUM**

**DATE:** May 7, 2026

**TO:** Thomas Regan Jr.  
Chairman, Protective Services Committee

**FROM:** Nancy Montgomery  
Legislator, District #1

**RE:** Request- Discussion Co- Responder Team (CRT) Program – Transition and Future Direction

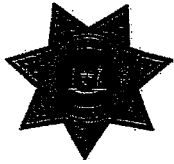
As a member of the Protective Services Committee, I am writing to request that Sheriff Hess and Commissioner of Mental Health, Social Services and Youth Bureau Servadio be requested to attend the May 13, 2026, Protective Services Committee Meeting.

I would like the opportunity to hear directly from the Sheriff and the Commissioner on the information documented in the memo from Sheriff Hess received by the Legislative Office on April 16, 2026 (attached). The work from the CRT Program has been of great value to the Putnam County community. Sheriff Hess' announcement that the Putnam County Sheriff's Department will conclude its participation in the CRT program, "in its current form" upon the expiration of the federal grant, which is June 30, 2026, is a matter I would like to learn more about.

Thank you for your attention to this matter.

Attachment

cc: all



# PUTNAM COUNTY SHERIFF'S OFFICE

Three County Center  
Carmel, New York 10512  
(845) 225-4300



BRIAN M. HESS  
SHERIFF

JAMES TRIMMONTON  
UNDER-SHERIFF

APR 16 PM 3:22  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

To: Honorable Kevin Byrnes – Putnam County Executive

From: Brian Hess, Sheriff – Putnam County *B. Hess*

cc: Putnam County Legislator

Commissioner Sara Servadio - DSS

Director Paul Tang – Office Mental Health

**Subject: Co-Responder Team (CRT) Program – Transition and Future Direction**

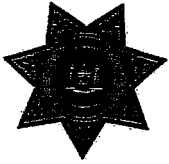
I am writing to provide formal notice regarding the future of the Sheriff's Office participation in the County's Co-Responder Team (CRT) program, as well as to outline a path forward for continued collaboration on mental health response services.

The Putnam County Sheriff's Office fully recognizes the growing impact of mental health crises on our community. These incidents affect public safety, strain emergency services, and require a coordinated, professional response. We remain committed to being part of a long-term, sustainable solution that prioritizes both public safety and appropriate care for individuals in crisis.

Under the previous administration, the Sheriff's Office successfully secured a federal grant through the Office of Community Oriented Policing Services to support implementation of the CRT model. This grant funded a mental health professional, training, and related equipment. It is important to note, however, that the grant did not fund the assignment of a Sheriff's Deputy, which has required the Sheriff's Office to absorb that staffing cost over the past two years.

As with all Sheriff's Office operations, I have conducted a comprehensive review to ensure that personnel resources are deployed in the most fiscally responsible and operationally effective manner. Assigning a deputy full-time to the CRT has resulted in the loss of a patrol unit on the road, requiring backfill overtime to maintain minimum staffing levels. While I initially determined that this trade-off was justified to support the program, ongoing evaluation has raised significant concerns regarding long-term sustainability.

In addition to staffing considerations, a critical issue has emerged regarding the program's structure and governance. National best practices for co-responder models—including guidance from the Substance Abuse and Mental Health Services Administration and the



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Carmel, New York 10512  
(845) 225-4300



BRIAN M. HESS  
SHERIFF

JAMES T. MENTON  
UNDERSHERIFF

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Council of State Governments Justice Center—emphasize the importance of clearly defined leadership, unified command structure, and collaborative oversight. Effective programs rely on aligned governance, mutual trust among partner agencies, and clearly delineated roles and responsibilities.

At present, the current structure has created operational challenges that are not consistent with those best practices. Since taking office, the Sheriff's Office has experienced repeated external scrutiny, including multiple meetings, legislative inquiries, and allegations related to fiscal management, operational tactics and the handling of individuals in crisis. While oversight is appropriate and expected, the cumulative effect has created an environment that is no longer conducive to effective collaboration. This has directly impacted morale and has resulted in a lack of willingness among deputies to continue participating in the program.

I want to be clear: the work performed by both the assigned deputies and the mental health professionals has been exceptional. Their efforts have positively impacted individuals in crisis and reflect the highest standards of public service. The challenges identified are not with frontline personnel, but with the structural and administrative framework under which the program currently operates.

Based on these factors, the Putnam County Sheriff's Office will conclude its participation in the CRT program in its current form upon the expiration of the federal grant on **June 30**.

This decision is not a withdrawal from our commitment to addressing mental health crises. Rather, it is an opportunity to re-evaluate and develop a more sustainable, clearly governed, and operationally sound model moving forward. I welcome the opportunity to work collaboratively with your office, the Legislature, and the Department of Social Services to design a program that aligns with best practices, ensures proper oversight, and effectively serves the residents of Putnam County.

I am also open to exploring alternative models that may be a better fit for Putnam County, including mobile crisis team structures in which behavioral health professionals respond as the primary resource with law enforcement available as backup when public safety requires it.

I look forward to continuing this discussion and identifying a path forward that reflects our shared commitment to public safety and community well-being.