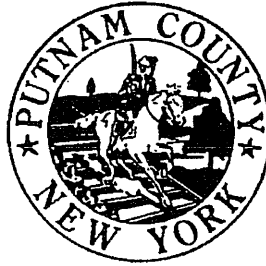


THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue
Carmel, New York 10512
(845) 808-1020 Fax (845) 808-1933

Paul E. Jonke *Chairman*
Amy E. Sayegh *Deputy Chair*
Diane Schonfeld *Clerk*
Robert Firriolo *Counsel*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Joseph Castellano	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

AGENDA
PROTECTIVE SERVICES COMMITTEE MEETING
HELD IN ROOM 318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512

Members: Chairwoman Nacerino & Legislators Addonizio, Sayegh

Tuesday 6:00p.m. June 20, 2023

(Special Full Mtg. To Immediately Follow)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Acceptance/ Protective Services Meeting Minutes/ May 17, 2023**
- 4. Approval/Revised - Resolution To Authorize the Application to Obtain A Municipal Ambulance Services Operating Authority for Putnam County/ BES Commissioner Robert Lipton (Item Tabled from June 6th Full Mtg)**
- 5. Update/ 2023 Public Safety Answering Point Operations Grant (PSAP)/ Bureau of Emergency Services Robert Lipton**
- 6. Update/ 2023 Statewide Interoperable Communications Grant Program (Formula-Based Program)/ Bureau of Emergency Services Robert Lipton**
- 7. Approval/ Budgetary Amendment 23A032/ Adjust 2023 Budget to Account for State Aid from NYS Office of Indigent Legal Services**
- 8. Approval/ Budgetary Amendment 23A037/ State and Municipal (SAM) Facilities Program Grant Award/ Sheriff Kevin McConville**
- 9. Approval/ Fund Transfer 23T146/ Transfer of Overtime Funds to Comp Payout/ Sheriff Kevin McConville**

**10. FYI/ NYS Division of Criminal Justice Services Approved Putnam County Sheriff's Office
Mandatory Certification Program through year 2027/ Sheriff Kevin McConville**

11. Other Business

12. Adjournment

Protective June
2021

#3

PROTECTIVE SERVICES COMMITTEE MEETING
40 Gleneida Avenue Room #318
Carmel, NY 10512

Committee Members: Chairwoman Nacerino & Legislators Addonizio, Sayegh

Wednesday

6:30PM

May 17, 2023

The meeting was called to order at 6:30PM by Chairwoman Nacerino and who led in the Pledge of Allegiance. Upon roll call Legislator Addonizio, and Chairwoman Nacerino were present. Legislator Sayegh arrived at 6:35p.m.

Item #3 - Acceptance/ Protective Services Meeting Minutes/ April 17, 2023

Chairwoman Nacerino stated the minutes were accepted as submitted.

Item #4 – Approval/ Fund Transfer 23T124/ Additional Funding to Pay the Axon Contract For Year 1 (FY2022) Due to Error by Axon Billing Department/ Sheriff Kevin McConville

Chairwoman Nacerino stated Sheriff McConville was present to speak to this request.

Sheriff McConville stated the Axon company under billed the County, in accordance to what was in the contract. He stated the requested fund transfer will correct the billing error. He stated he did consult with the County's Finance Department, and though there were many options, this is the one that the County's Finance Commissioner and Deputy Commissioner recommended be used to make the necessary correction.

Chairwoman Nacerino made a motion to Approve Fund Transfer 23T124/ Additional Funding to Pay the Axon Contract For Year 1 (FY2022) Due to Error by Axon Billing Department; Seconded by Legislator Addonizio. All in favor.

Item#5 - Approval/ Reappointments to the Emergency Services Safety Advisory Board (ESSAB): Ed Butler and Laura Whitten/ County Executive Kevin Byrne

Chairwoman Nacerino stated the request for consideration of these reappointments came from County Executive Byrne. She read from the County Executive's letter of recommendation. She stated they will each serve a three (3) year term, said to expire December 31, 2025. She stated that Ed Butler will continue to serve as the Chiefs Association Representative and Laura Whitten will continue to serve in her role as Law Enforcement Representative.

Legislator Jonke stated he is acquainted with each of these volunteers. He stated when he served as the Chairman of the Protective Services Committee is when he met them. He stated they are great individuals, and the County is lucky to have them.

Chairwoman Nacerino made a motion to Approve Reappointments to the Emergency Services Safety Advisory Board (ESSAB): Ed Butler and Laura Whitten; Seconded by Legislator Addonizio. All in favor.

Item#6 - Approval/ Authorize the Application To Obtain a Municipal Ambulance Services Operating Authority for Putnam County/ Commissioner Bureau of Emergency Services Robert Lipton

Commissioner Bureau of Emergency Services Robert Lipton stated the County applied and was awarded a Certificate of Need (CON) in the past (R#168/2021). He stated the County did not use the CON. He stated if a CON is not used it expires. He stated the reason they are requesting that an application be made again is because it would allow the County to put out an RFP that would allow any ambulance corps to apply to the RFP, not just those who have their own CON, permitting them to operate in Putnam County. He stated currently there are only two (2) ambulance corps who have a CON to be in Putnam County. He stated currently there has been discussion with the current ambulance corps the County has a contract with, Ambulnz, who has their own CON. He stated Ambulnz claims they are losing money monthly. He explained there is an escape clause in their contract that would permit them 90 days to terminate. He stated the County wants to be proactive, in case that situation does occur, and Ambulnz cancels their contract with the County. He stated the County would like to be prepared to go out to contract right away. He stated if the County goes out to bid without a CON, then the same two (2) vendors, with the CON will apply.

Chairwoman Nacerino stated she understands and agrees with this approach. She questioned if the County needs to wait until Ambulnz terminates before going out to bid.

Director EMS Alex Roehner stated they have been advised by the County's Purchasing Department that once the County is notified that Ambulnz is terminating the contract, the County can move forward with RFP process. She stated they have been working on the creation of the actual RFP, so that it will be ready if need be. She specified that it would be an application for a "Municipal" Certificate of Need, because the County would have it.

Legislator Crowley questioned if the same amount of cars will be kept on the road.

Director EMS Alex Roehner stated they are looking to reconfigure to have more cars on the road.

Chairwoman Nacerino facilitated further discussion.

Legislator Jonke requested if the Law Department created the proposed resolution. He explained the reason for that question was because the wording of this proposed resolution, does not include verbiage specific to Advance Life Support (ALS) as did the one that was approved in 2021.

Commissioner Bureau of Emergency Services Robert Lipton stated the County Law Department did not prepare the proposed resolution being considered. He stated they have been working

with them and members of the Purchasing Department. He stated the proposed resolution was created from a template from the State's website.

Legislator Jonke requested that this resolution be reviewed by the County Law Department.

Chairwoman Nacerino made a motion, Pending the County Law Department's review prior to the Full Legislature Meeting June 6th and the insertion of language deemed necessary by the County Law Department to said proposed resolution, to Approve / Authorize the Application To Obtain a Municipal Ambulance Services Operating Authority for Putnam County; Seconded by Legislator Addonizio. All in favor.

Item#7 - Update/ 2020 HazMat Grant Program/ Commissioner Bureau of Emergency Services Robert Lipton

Commissioner Bureau of Emergency Services Robert Lipton stated the HazMat Grant is a consortium grant. He stated Putnam County has applied with Dutchess County and Westchester County. He stated this grant was filled out and applied for by Westchester County, which makes them in the language of this grant the "Submitting Partner", Putnam County and Dutchess County are the Participating Partners of this grant.

Chairwoman Nacerino thanked Commissioner Lipton for notifying the Legislature of this matter.

Item#8 - Update/ FY23 Implementing Crisis Intervention Teams – Community Policing Development Solicitation Grant/ Sheriff Kevin McConville & Commissioner of DSS, Mental Health & Youth Bureau Mike Piazza (also went to 5-9 Health Comm Mtg.)

Chairwoman Nacerino stated Commissioner of Department of Social Services (DSS), Mental Health & Youth Bureau Mike Piazza and Sheriff Kevin McConville were present to speak to this important item. She stated Deputy Commissioner of DSS, Mental Health & Youth Bureau Sara Servadio along with Sheriff Kevin McConville did provide an update at the May 9th Health Committee meeting on this matter as well.

Sheriff McConville stated the Sheriff's Department along with DSS, Mental Health & Youth Bureau worked together and have jointly applied for a grant in the amount of \$400,000. He stated the funding would be used to create a Co-Responder team for people dealing with mental health related issues. He stated data was presented at the Health Committee meeting which supports the need for a Co-Responder Team in Putnam County. He stated if the grant is awarded to Putnam County it will fund the hiring of a Mental Health Clinician (MHC) under the direction of the DSS, Mental Health & Youth Bureau department. He stated the funding will also go towards specific training for the members of the Sheriff's Department in relation to Crisis Intervention.

Commissioner of DSS, Mental Health & Youth Bureau Mike Piazza stated the Sheriff was notified of the grant opportunity on April 21, 2023. He stated the application had to be submitted by May 8th. He stated that is why they did not come to the Legislature prior to submitting the application. He stated it is a Federal Grant. He stated what they are planning is to

have the MHC in the Sheriff's Office. He stated the plan is to have a specialized training for some of the Deputies who would then respond with the MHC, especially in the cases of the Schools.

Sheriff McConville stated not every call for mental health services requires hospitalization. He stated there are an array of different services and treatment. He stated having this partnership with the MHC will allow that to be addressed at the scene. He explained having an individual directed to the services needed of course benefits the individual, but will also have a positive ripple effect on the hospitals, and the criminal justice system at large. He stated this grant has no matching funds.

Chairwoman Nacerino spoke to her support of this plan. She stated this has been a topic discussed for a long time in both the Health and Protective Committees of the Legislature. She stated it has been discussed that there would be a benefit to have a MHC professional at the scene to help defuse and deescalate the situation. She stated she believes this will benefit the Putnam County Mental Health Department, the Sheriff's Department and the people who need these resources.

Legislator Sayegh requested that a hypothetical scenario be shared on how this would work.

Commissioner of DSS, Mental Health & Youth Bureau Mike Piazza stated a call is received at the 911 Call Center, or sometimes at the Mental Health Office from a family member. He stated the responders, Deputy Sheriff's Officer and the MHC would respond in the same car to the scene. He stated in essence it will really be a mobile crisis intervention team. He stated so there will be the law enforcement component with the mental health component at the same time.

Sheriff Kevin McConville stated these responders will be in a non-traditional law enforcement type vehicle. He stated the uniform of the Deputy Officer is what they call "softer". He stated it is all part of the efforts to de-escalate the situation.

Commissioner of DSS, Mental Health & Youth Bureau Mike Piazza stated with the MHC onsite if an involuntary transport to the emergency room is required it can occur.

Legislator Sayegh stated another part of many discussions on this topic is the need for follow-up after the incident occurs. She questioned if there is anything in place.

Commissioner of DSS, Mental Health & Youth Bureau Mike Piazza stated they are working to put a process in place. He stated they are working with the Sheriff's Department on this. He stated there are referrals being made to peer advocates to follow-up, especially in the case of substance abuse.

Sheriff Kevin McConville stated working with Commissioner Piazza and Deputy Commissioner Servadio the Sheriff's Department does the referrals and they do the follow up. He stated they work together daily, which is an understatement, to make sure that they are on top of the cases. He spoke to an overview of their current process. He stated having the MHC will make the responses more specialized and collectively more effective.

Chairwoman Nacerino stated recognizing that there is a need for change when it comes to the approach and how to deal with these sensitive issues involving mental health speaks to the awareness of the County's professionals in the Sheriff's Department and Mental Health Department. She stated she believes we are moving in the right direction, and she applauds both of them along with the staff members for the work that is being done to effectuate a change.

Legislator Addonizio questioned if the entire department will receive the training.

Sheriff Kevin McConville stated the plan is to use the funds allocated from the grant and that are dedicated to education to train as many of the Sheriff's Department employees as they can. He stated the goal of course is to train all the employees, but they are not sure, financially, if that will be a possibility. He stated if everyone is not able to be trained he explained they recognize the severity of the calls with someone in crisis, and as Sheriff, he is prepared to do what is necessary utilizing existing funds to ensure the response is an appropriate and collective response.

Legislator Crowley questioned how frequently the Crisis Intervention Training (CIT) must be taken. She stated she is aware that the CIT is expensive, so she questioned if the Sheriff's Department will allocate funding for that in their budget and look for a grant.

Sheriff Kevin McConville stated his department is always looking for grants for training. He stated the CIT training they are looking to obtain does not have an expiration date. He stated with that being said, refresher training is important, because there can be changes in strategies and techniques that are discovered to be more effective and safer for all involved.

Commissioner of DSS, Mental Health & Youth Bureau Mike Piazza stated his department is granted \$24,000 a year from New York State for ongoing CIT. He stated they just had a session in April and will do another one in the Fall of 2023. He stated it is open to all the agencies in the County. He stated the cost concern that exists in relation to the Sheriff's Department is the overtime cost that is incurred. He clarified that the State will not allow any of the \$24,000 funding to be used to cover overtime costs.

Legislator Crowley questioned if this unit would allow for transportation of adolescents to go to a hospital that is suitable for them.

Sheriff Kevin McConville stated the purpose is to provide treatment. He stated they will determine what is necessary and do what needs to be done to accomplish that.

Commissioner of DSS, Mental Health & Youth Bureau Mike Piazza stated he sees these as incremental steps towards a fully functioning mobile crisis intervention team. He stated this is a positive step with the embedment of the mental health worker in with the Sheriff's Deputy.

Chairwoman Nacerino questioned if agencies outside of Putnam County are permitted to attend the CIT.

Commissioner of DSS, Mental Health & Youth Bureau Mike Piazza stated yes and explained they often have agencies outside of Putnam County in attendance for the training sessions. He stated there was training yesterday. He explained it was specialized in suicide prevention for Law Enforcement Officers. He stated there were Officers from Westchester, Eastchester, Fishkill from all over the region. He stated it was a very intense training.

Legislator Crowley stated that she believes it is critical training for all first responders. She stated she believes it would be very helpful to implement that type of training more often.

Sheriff Kevin McConville stated they are in the development phase of a Wellness Program for the Sheriff's Department. He stated they are in the infancy stage, but they are working on it.

Chairwoman Nacerino thanked them for bringing this important information to the Legislature. She stated she is hopeful the grant will come through.

Item#9 - Other Business - None

Item #10 - Adjournment

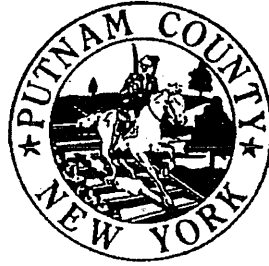
There being no further business at 7:10PM Chairwoman Nacerino made a motion to adjourn; Seconded by Legislator Sayegh. All in favor.

Respectfully submitted by Deputy Clerk Diane Trabulsky.

THE PUTNAM COUNTY LEGISLATURE

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AGENDA
PROTECTIVE SERVICES COMMITTEE MEETING
HELD IN ROOM 318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512

Members: Chairwoman Nacerino & Legislators Addonizio, Sayegh

Wednesday 6:30p.m. May 17, 2023

1. Pledge of Allegiance
2. Roll Call
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7. Update/ 2020 HazMat Grant Program/ Commissioner Bureau of Emergency Services Robert Lipton
8. Update/ FY23 Implementing Crisis Intervention Teams – Community Policing Development Solicitation Grant/ Sheriff Kevin McConville & Commissioner of DSS, Mental Health & Youth Bureau Mike Piazza (also went to 5-9 Health Comm Mtg.)
9. Other Business
10. Adjournment

6/8/23 Rec'd from Anna Diaz in Law Dept.
forwarded to her by Alex Roehner
in Emergency Services

Resolution

CC:all
Prot 6/20/23
Spec Full 6/20/23
Approval
#4

APPROVAL/RESOLUTION TO AUTHORIZE THE APPLICATION TO OBTAIN A MUNICIPAL AMBULANCE SERVICES OPERATING AUTHORITY FOR PUTNAM COUNTY

WHEREAS, providing for the public health and safety is the highest priority for public officials; and

WHEREAS, the timely provision of effective emergency medical assistance is a matter of vital concern affecting the public health, safety and welfare of our residents, visitors and those who work in the County; and

WHEREAS, the assurance of pre-hospital emergency care, providing prompt and effective treatment and transportation of the sick and injured is critical to a successful patient outcome; and

WHEREAS, under its own operating authority, the County would expand its ability to access a much broader range of advanced life support (ALS) and ~~basic life support (BLS)~~ commercial providers and therefore assure provision of care to the citizens of Putnam County; now therefore be it

RESOLVED, that the Putnam County Legislature recognizes the need for effective ALS and BLS care and transportation, which will be provided by a third-party vendor, and the need for effective EMS service in accordance with the provisions of Public Health Law Section 3008(7a), and be it further

RESOLVED, that the Putnam County Legislature has determined that it is necessary, appropriate and in the best interest of public safety and welfare to obtain operating authority in connection with the provision of ambulance services for the residents of the County; and be it further

RESOLVED, that the Putnam County Legislature hereby grants permission to the Commissioner of Emergency Services to make application seeking a Certificate of Operating Authority and/or a Municipal Certificate of Need for ALS and ~~BLS~~ services on behalf of the County; and be it further

RESOLVED, that the primary geographic area of this service shall be the County of Putnam as indicated on the map attached hereto as Schedule "A"; and be it further

RESOLVED, that the Commissioner of Emergency Services is directed to file a copy of this resolution with the New York State Department of Health; and be it further

RESOLVED, that this resolution shall take effect immediately.

Filed: Accounts 2023 (1)

cc: all
Prot. - 4/20/23 update
#5



PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



Robert A. Lipton
Commissioner of Emergency Services

Kevin M. Byrne
County Executive

J. Ralph Falloon
Deputy Commissioner of Emergency Services

Alex Roehner, EMT-P
Director of Emergency Medical Services

MEMORANDUM

To: Ginny Nacerino, Chairwoman, Protective Services
From: Robert A. Lipton, Commissioner
Re: June Protective Services Meeting
Date: May 16, 2023

I would like to add the 2023 Public Safety Answering Point (PSAP) Operations Grant to the Protective Services agenda for June. The application deadline for this grant is June 26, 2023.

There are no matching funds required for this Grant. The information package is attached.

Thank you.

2023 MAY 16 AM 11:01
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY



**Homeland Security
and Emergency Services**

**New York State
Division of Homeland Security
and Emergency Services**

2023

**Public Safety Answering Point (PSAP)
Operations Grant Program
Grant Performance Period 1/1/2023-12/31/2023**

Request for Applications (RFA)

Application Deadline: June 26th, 2023

Questions Due: May 24th, 2023

RFA Updates and Q&A Posting, if any, by: May 31st, 2023

RFA deadlines above are 5:00PM EDT on the date indicated.

Revision 1, May 10th, 2023

Revision History

Revision #	Date	Description	Pages Affected
Original	8/23/2022	Original Document	1-21
1	5/10/2023	Dates	1,10

Table of Contents

Revision History.....	2
I. General Information	4
Summary Description.....	4
Grant Performance Period	5
Objectives.....	5
Standards and Guidelines.....	5
Additional Recommendations and Guidelines	6
II. Eligibility.....	7
III. Authorized Program Expenditures.....	7
IV. Application Format and Content.....	8
V. Funding Distribution.....	9
VI. Application Evaluation Criteria	9
VII. Timeline and Checklist of Required Documents.....	10
VIII. Award of Funds and Vendor Responsibility.....	10
IX. Administration of Grant Contracts	10
A. Issuing Agency.....	11
B. Filing an Application	11
C. Reserved Rights	11
D. Terms of the Contract	13
E. Payment and Reporting Requirements of Grant Recipients.....	13
F. General Specifications.....	18
G. Special Conditions	19
X. Questions	21

I. General Information

Summary Description

The purpose of this Request for Applications (RFA) is to solicit proposals for the 2023 Public Safety Answering Point (PSAP) Operations Grant (Grant). The Grant allows counties to receive State support for eligible public safety call-taking and dispatching expenses. The State will provide support in the form of reimbursement for operating expenses in a PSAP, including personnel costs.

New York Executive Law § 717 empowers the Office of Interoperable and Emergency Communications (OIEC), an office of the New York State Division of Homeland Security and Emergency Services (DHSES), to implement a grant program to facilitate the operation of public safety communications and support statewide interoperable communications for first responders. The State Budget for 2022-23 (State Fiscal Year 2023) appropriates \$10 million in grants to Eligible Applicants in support of operations and improvements of PSAPs.¹

All counties and the City of New York are eligible to apply in accordance with the Tier 1 General Eligibility Criteria established in this document.

The Grant is noncompetitive and will allocate money by a formula which equitably distributes funding among awardees based on quantifiable elements and relevant metrics. The formula relies on criteria reflective of an applicant's operational scope, demographic elements, emergency services call metrics, progress made in deploying new technology, and adherence with State and national guidelines for emergency communications.

The Grant not only supports an awardee's existing operations, but also encourages the development of Next Generation 911 (NG911) technologies and the Geographic Information System (GIS) data needed for NG911. The Grant also promotes the development of operational and procedural efficiencies and overall collaboration between different jurisdictions, such as other counties and state agencies.

The final authority to administer this grant program rests with DHSES, including amendments or modifications to these guidelines, award distribution, and/or the amount available for award distribution.

Grant Performance Period

The period of performance for contracts supported by the 2023 PSAP Operations Grant Program funds is January 1, 2023, to December 31, 2023.

Objectives

The objectives of the Grant are:

- 1) to facilitate PSAP consolidation, regional initiatives related to 911 operations, implementation of NG911, and improvements in the operations of public safety communications, and
- 2) to develop multijurisdictional PSAP compatibility throughout the state and support statewide interoperable communications for first responders to improve public safety.

Standards and Guidelines

Eligible applicants must comply with the following standards and guidelines listed below, as applicable:

- **New York Statewide Communications Interoperability Plan (SCIP)**
The most recent copy of NYS SCIP can be found at
- [Plans, Policies, and Guidelines | Division of Homeland Security and Emergency Services \(ny.gov\)](#)
- **New York State 911 Standards**
The New York State 911 minimum standards found in Chapter LX of Title 21 of the New York Codes, Rule and Regulations, accessible [via this link](#) or via <https://dos.ny.gov/state-register>.
- **FCC Task Force on Optimal PSAP Architecture**
See the Task Force on Optimal PSAP Architecture Report at <https://www.fcc.gov/document/fcc-releases-tfopa-final-report>
Supplemental Report: https://transition.fcc.gov/pshs/911/TFOPA/TFOPA_WG3_Supplemental_Report-120216.pdf.
- **National Plan for Migrating to IP-Enabled 911 Systems**
The National 911 Office website provides information on the development of optimal 911 services. This information can be found at https://www.911.gov/documents_tools.html.

Any new technology (such as equipment, software, interfaces, data management, etc.) purchased under the Grant must comply with the standards and guidelines listed below, as applicable:

- **National Emergency Number Association (NENA) Standards**
The NENA Standards can be found at www.nena.org.
 - NENA i3 Architectural Standard for NG911: NENA 08-003. This standard provides key technical guidelines for the implementation of NG911 systems.
- **APCO/TMA ANS 2.101.3-2021**
Alarm Monitoring Company to Emergency Communications Center (ECC) Computer - Aided Dispatch (CAD) Automated Secure Alarm Protocol (ASAP) can be found at <https://www.apcointl.org/~documents/standard/21013-2021-asap-to-psap/?layout=default>
- **Organization for the Advancement of Structural Information Standards (OASIS)**
For Data Standards refer to OASIS at www.oasis-open.org.

Additional Recommendations and Guidelines

The following guidelines may improve PSAP grant funding implementation and benefit awardees.

- 1) For many CAD systems, GIS data is required for the system to function properly. The New York State GIS Program Office (GPO) provides NENA standard-compliant GIS data that can be used in CAD systems. However, each vendor's data requirements may be different. As such, counties may encounter the need to make NENA standard-compliant GIS data work in an individual CAD system, such as reformatting the data or adding additional data fields. Counties should discuss this with its selected CAD vendor prior to signing a contract.
- 2) NENA sets the standards for 911 CAD systems in North America. GPO is developing statewide, consistent, NENA standard-compliant GIS data; this data is made available to counties for use in their CAD systems. Some CAD vendors utilize proprietary data formats in their software, requiring NENA standard-compliant data to be altered for use in their systems. Changing data from a national NENA standard into proprietary standards for setup and maintenance of a CAD system involves time and expense. Preference should be given to CAD Systems that accept NENA standard-compliant GIS data without modifications or additional charges.
- 3) A GIS data governance and maintenance plan is necessary for the setup and maintenance of CAD systems that rely on GIS data. Setting up and maintaining a multicounty CAD system that relies on GIS data has several requirements. Participating counties should decide what GIS data will be used and ensure that their GIS data is compatible and aligned with their neighboring counties' data and, if necessary, State data before the project begins.

Additionally, DHSES highly recommends that participating counties develop a plan for maintenance and periodic updates, including a schedule, roles, and responsibilities.

- 4) When purchasing new CAD software, counties should keep in mind that NYSP and other State agency patrol cars in a county will need the same CAD client software as the county's local patrol cars in order to be dispatched on the county's new CAD system. Please contact NYSP and other responding State agencies to coordinate the utilization of CAD client software for their patrol cars.

II. Eligibility

Counties within New York State and New York City are eligible to apply for the 2023 PSAP Operations Grant Program.

III. Authorized Program Expenditures

A. Permissible Costs

Permissible costs include, but are not limited to:

- Personnel cost solely related to operating the PSAP,
- NG911 technologies,
- New 911 telephone equipment for the exclusive use of the PSAP, including Automatic Location Information (ALI) displays or intelligent workstations and ALI controllers,
- CAD upgrades or replacement, including software and hardware that will perform integrated mapping functions through a CAD interface at each call taker position, utilizing the coordinates received via the ALI database link,
- GIS enhancements for the purpose of preparing for the implementation of the FCC wireless E911 requirements,
- Records Management Systems that will provide statistical analysis of wired line and wireless 911 calls,
- PSAP operating expenses (such as network connectivity, software licensing, etc.),
- Call accounting equipment,
- Mobile data networks (including infrastructure, user equipment, service fees),
- Microwave backhaul connectivity for the PSAP,
- Fit-up and installation of equipment in existing facilities that meet the above intent and purpose of the grant,
- Rental fees for PSAP facilities,
- Developing, conducting, and attending 911 in-service training,
- Basic Certification Training; and
- Dispatch workstations.

B. Costs Not Permissible

Costs that are not permissible include:

- Equipment or systems with proprietary technology that is non-compliant with standards listed in this document,
- Vehicles,
- Land Mobile Radio (LMR) subscriber equipment,
- New construction projects (such as new building constructions and capital projects),
- Furniture (other than dispatch workstations),
- Food and beverages,
- Out-of-State conferences and trainings, and
- Debt Service.

IV. Application Format and Content

- A. **Format:** Grant applications MUST be submitted via the automated E-Grants System operated by DHSES. The system allows an agency to complete an application electronically and submit it over the Internet using a secure portal. If upon reading this RFA you are interested in completing a grant application, and you have not previously been registered to use the DHSES E-Grants system, your agency will need to register and be assigned a username and password. The Registration Request Form to use the E-Grants system is available at: [E-Grants | Division of Homeland Security and Emergency Services \(ny.gov\)](#).
- B. A detailed tutorial on how to use the E-Grants system for PSAP Operations Grant submission can be found on DHSES OIEC Grants webpage at the following Internet address [E-Grants | Division of Homeland Security and Emergency Services \(ny.gov\)](#). It will guide you in a step-by-step process through the E-Grants application submission.
- C. **Required Application Content:** All applicants must complete the 2023 PSAP Operations Grant Program Application Worksheet. The worksheet must be completed in its entirety, including the general information, applicant eligibility, and data aggregation sections of the application. **Incomplete applications will not be accepted.**

The Grant instructions and “Question and Answers” received during an application period are available on the DHSES Grants website [Public Safety Answering Points \(PSAP\) Operations Grant | Division of Homeland Security and Emergency Services \(ny.gov\)](#) under the “2023 PSAP Operations Grant” tab.

After the submission of an application, the E-Grants system will email a notification of receipt to the Primary Point of Contact and Signatory Point of Contact email address listed in the application.

Following the announcement of the awards, each awardee must revise and submit the Budget spending reflecting the actual award through the E-Grants system. Failure to complete the Budget will prevent the execution of a contract. The proposed budget must be submitted within 30 calendar days or the awardee risks forfeiture of its award.

V. Funding Distribution

Funding distribution is based on a two-tiered approach:

Tier 1 – Eligibility Requirements (pass/fail); and

Tier 2 – Formula driven distribution based on specific factors.

The \$10 million in funding for the PSAP Operations Grant will be distributed among all eligible applicants that have submitted a complete application.

VI. Application Evaluation Criteria

DHSES will use the following criteria to evaluate each application to determine eligibility and award distribution.

A. Tier 1 Criteria

Tier 1 criteria are rated either “yes” or “no” and serve as a baseline by DHSES to determine if applicants are eligible and have appropriately submitted all the required application materials. If any of the answers are “no,” the application may be immediately disqualified without further review and will not be considered for an award.

B. Tier 2 Criteria

Applications that pass the Tier 1 review proceed to Tier 2. Tier 2 consists of a formula driven funding distribution based on specific factors, including verifiable and auditable information provided by applicant.

Elements included in the formula:

- County population,
- Land area of the county,
- County crime index,
- PSAP call volume index,
- PSAP incidents/events recorded in CAD index,

- Text-to-911; and
- Implementation of Automated Secure Alarm Protocol (ASAP).

Other performance measurement factors affecting future allocations: The awardee must spend the entire grant amount in the PSAP Operations Grant period of performance (January 1, 2023 to December 31, 2023). Any underspending may result in a reduction of future allocations.

VII. Timeline and Checklist of Required Documents

- Applications are due to DHSES by **5:00PM EDT on June 26th, 2023.**
- Applications must be submitted via E-Grants. Applications that are not received by the due date will not be considered for funding.
- Complete applications must include answers to all questions listed in the application.
- Applicant can attach documents to an application, if they would like to provide additional explanations of their projects.

VIII. Award of Funds and Vendor Responsibility

Final grant award determinations are made by DHSES. DHSES will issue award letters to successful applicants and enter reimbursement-based grant contracts with awardees.

Following the announcement of the awards, each awardee must submit their proposed budget to DHSES within 30 calendar days or risk forfeiture of its award.

By law, State contracting entities may only award contracts to responsible vendors. A responsible vendor must have:

- the integrity to justify the award of public dollars; and
- the capacity to perform the requirements of the contract fully.

IX. Administration of Grant Contracts

DHSES will negotiate and develop a grant contract with the awardee based on the contents of the awardee's submitted application and the intent of the grant program as outlined in this RFA. The grant contract is subject to approval by the NYS Office of

the Attorney General and the Office of the State Comptroller before grant funding may be disbursed to reimburse project expenses.

The period of performance for contracts supported by 2023 PSAP Operations Grant Program funds runs from January 1, 2023 to December 31, 2023.

Although the contract format may vary, the contract will include such standard terms and conditions included in DHSES grant contracts (available for review on the DHSES website at <http://www.dhses.ny.gov/grants>).

A. Issuing Agency

This RFA is issued by DHSES, which is responsible for the requirements specified herein and for the evaluation of all applications.

B. Filing an Application

Grant applications must be submitted via the automated DHSES E-Grants System. The system allows an agency to complete an application electronically and submit it over the Internet using a secure portal. If, upon reading this RFA, you are interested in completing a grant application and you have not previously been registered to use the DHSES E-Grants system, your agency will need to register and be assigned a username and password. The Registration Request Form can be found at the following Internet address: [E-Grants | Division of Homeland Security and Emergency Services \(ny.gov\)](#)

A detailed tutorial on how to use the E-Grants system for PSAP Operations Grant submission can be found on DHSES OIEC Grants webpage at the following Internet address [E-Grants | Division of Homeland Security and Emergency Services \(ny.gov\)](#). It will guide you in a step-by-step process through the E-Grants application submission.

C. Reserved Rights

The issuance of this RFA and the submission of a response or the acceptance of such response by DHSES does not obligate DHSES in any manner. DHSES reserves the right to:

1. Reject any and all applications received in response to this RFA,
2. Withdraw the RFA at any time at DHSES' sole discretion,
3. Make an award under the RFA in whole or in part,
4. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA,
5. Disqualify applicants due to untimely submission of any requested supporting documentation,
6. Seek clarifications and revisions of the applications,

7. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to DHSES' request for clarifying information in the course of evaluation and/or selection under the RFA,
8. Prior to the application opening, direct applicants to submit application modifications addressing subsequent RFA amendments,
9. Prior to the application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available,
10. Make amendments and/or alter funding levels of any recipient based on any new information discovered that would have originally affected the scoring,
11. Waive or modify minor irregularities in applications received after prior notification to the applicant,
12. Adjust or correct cost figures with the concurrence of the applicant if errors exist and cannot be documented to the satisfaction of DHSES and the State Comptroller,
13. Change any of the scheduled dates,
14. Eliminate any mandatory, non-material specifications that cannot be complied with by all the prospective applicants,
15. Waive any requirements that are not material,
16. Negotiate with successful applicants within the scope of the RFA in the best interests of the State,
17. Conduct contract negotiations with the next responsible applicant, should DHSES be unsuccessful in negotiating with the selected applicant,
18. Utilize any and all ideas submitted in the applications received,
19. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the application opening,
20. Require clarification at any time during the application process and /or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant's proposal and/or to determine an applicant's compliance with the requirements of this RFA,
21. Award grants based on geographic or regional considerations to serve the best interests of the State,
22. Terminate, renew, amend or renegotiate contracts with recipients at the discretion of DHSES,
23. Periodically monitor the applicant's performance in all areas mentioned above, in addition to the activities in the contract,
24. Revoke funds awarded to an applicant, or enforce any available sanction against any applicant, who materially alters the activities or is in material noncompliance under the grant award, or who does not implement an approved project within 60 days of the final contract approval,
25. Not fund any application that fails to submit a clear and concise work plan and/or budget,
26. Consider all applications and documentation submitted as State agency records subject to the New York State Freedom of Information Law (Public

Officers Law, Article 6). Any portion of the application that an applicant believes constitutes proprietary or critical infrastructure information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the application,

27. Recipients and sub-recipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the recipient or sub-recipient; and (2) the status of any corresponding recipient or sub-recipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards;
28. Funded recipients and sub-recipients agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract; and,
29. DHSES reserves the sole discretion to increase or decrease the total funding available for this program at any time, resulting in more or fewer applications funded under this RFA.

DHSES may exercise the foregoing rights at any time without notice and without liability to any responding applicant or any other party for its expenses incurred in preparation of responses hereto or otherwise. All costs associated with responding to this RFP will be at the sole cost and expense of the Applicant.

D. Terms of the Contract

Any resulting contract or agreement for more than \$50,000 from this RFA will be effective only upon approval by both the NYS Office of the Attorney General and the State Comptroller. Any resulting contract for \$50,000 and under from this RFA will be effective upon signature of both parties.

E. Payment and Reporting Requirements of Grant Recipients

Standard Cost Reimbursement Contract

Each successful applicant must enter a standard cost reimbursement contract with DHSES. Such contract will include this RFA, the successful applicant's proposal, any attachments or exhibits, the standard clauses required by the NYS Attorney General for all State contracts, and any other attachments or exhibits required by DHSES. Although the contract format may vary, the contract will include standard terms, conditions, clauses, information, rights, and responsibilities as can be found on the DHSES website, including:

APPENDIX A-1 – Agency Specific Clauses

APPENDIX B – Budget
APPENDIX C – Payment and Reporting Schedule
APPENDIX D – Work plan/Special Conditions

For purposes of this RFA, these terms and conditions are incorporated by reference and the applicant must agree to the inclusion of all these terms and conditions in any resulting grant contracts as part of the application submission. Copies of the standard terms and conditions included in DHSES grant contracts are available for review on the DHSES website at: [E-Grants | Division of Homeland Security and Emergency Services \(ny.gov\)](https://www.dhSES.ny.gov/E-Grants/Division-of-Homeland-Security-and-Emergency-Services). Payments will be made subject to proper documentation and compliance with reimbursement procedures and all other contractual requirements.

Procurements

Applicants must follow and comply with all procurement procedures under General Municipal Law 5-A and/or any other state regulations applicable to these funds and will be subject to monitoring by DHSES to ensure compliance.

Contracting with Small and Minority Firms, Women’s Business Enterprises

Pursuant to New York State Executive Law Article 15-A, DHSES recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises (MWBE) and the employment of minority group members and women in the performance of DHSES contracts. Minority and women-owned business enterprises can be readily identified on the directory of certified businesses at: <https://ny.newnycontracts.com/>.

For purposes of this solicitation, applicants and subcontractors are hereby notified that the State of New York has set an overall goal of **30% for MWBE participation** or more, **15% for Minority-Owned Business Enterprises (MBE)** participation and **15% for Women-Owned Business Enterprises (WBE)** participation, based on the current availability of qualified MBEs and WBEs for your project needs.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Applicant and subcontractors will 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 Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Use of Service-Disabled Veteran-owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economics of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, Grant recipients are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as vendors, contractors, subcontractors, suppliers, protégés, or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at <https://online.ogs.ny.gov/SDVOB/search>.

Applicants need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the applicable laws to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services, and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State Law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the recipient's optimal performance under the contract, thereby fully benefiting the public-sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects awardees to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

For purposes of this solicitation, applicants and subrecipients are hereby notified the State of New York has set an overall goal of 6% for SDVOB participation or more.

Grant recipients will report on actual participation by each SDVOB during the term of the contract to DHSES per the policies and procedures set by DHSES.

Sexual Harassment Prevention

Applicants must submit a certification with their bid stating that Applicant has a policy addressing sexual harassment prevention and that applicant provides sexual harassment training to all its employees on an annual basis that meets

the Department of Labor's model policy and training standards. Bids that do not contain this certification will not be considered for awards; provided, however, that if Applicant cannot make the certification, the Applicant may provide a statement with its bids detailing the reasons why the certification cannot be made.

Worker's Compensation and Disability Benefits Insurance Coverage

Applicants must provide evidence of appropriate workers' compensation and disability insurance coverage, or proof of a legal exemption, prior to being awarded a contract. Failure to do so will result in the rejection of the application.

Iran Divestment Act: The Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added section 165-a to the State Finance Law effective April 12, 2012. The Act is available at: <https://ogs.ny.gov/iran-divestment-act-2012>.

The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act. Under the Act, the Commissioner of the Office of General Services (OGS) is required to develop and maintain a list of "persons" who are engaged in "investment activities in Iran." Once an entity appears on the prohibited entities list, it will be considered a non-responsive bidder/offerer and prohibited from entering into contracts with the State or local governments. This list is available at: <https://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By submitting a response to this RFA or by assuming the responsibility of a contract awarded hereunder, the applicant (or any assignee) certifies that it will not utilize on such contract any entity that is identified on the prohibited entities list.

During the term of the contract, should DHSES receive information that a person is in violation of the above-referenced certification, DHSES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, DHSES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

DHSES reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Vendor Responsibility

State Finance Law §163(9)(f) requires a State Agency to make a determination that an Applicant is responsible prior to awarding that Applicant a State contract which may be based on numerous factors, including, but not limited to the Applicants: (1) financial and organizational capacity; (2) legal authority to do business in this State; (3) integrity of the owners, officers, principals, members, and contract managers; and (4) past performance of the Applicant on prior government contracts. Thereafter, Recipients/Contractors shall at all times during the Contract term remain responsible. The Recipients/Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. DHSES requires that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System, see the VendRep System Instructions available at: http://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep system online at <https://onlineservices.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866- 370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Applicants will also be required to complete and submit a Vendor Responsibility Questionnaire prior to contracting.

1) Suspension of Work for Non-Responsibility:

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

2) Termination for Non-Responsibility:

Upon written notice to the Recipients/Contractor, and a reasonable opportunity to be heard by appropriate DHSES officials or staff, the Contract may be terminated by the Commissioner of DHSES or his or her designee at the Contractor's expense where the Recipients/Contractor is determined by the Commissioner of DHSES or his or her designee to be non-responsible. In such event, the Commissioner of DHSES or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue legal or equitable remedies for breach. Sub-recipients shall at all times during the Contract term remain responsible. The Sub-recipient agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Satisfactory Progress

Satisfactory progress toward implementation includes but is not limited to, executing contracts and submitting payment requests in a timely fashion; retaining consultants; or completing plans, designs, reports, or other tasks identified in the work program within the time allocated for their completion.

DHSES may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant project.

F. General Specifications

By submitting the application, the Applicant attests that:

- 1) Applicant's signatory contact person has express authority to submit on behalf of the applicant's agency,
- 2) Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this document, including Appendices A-1 and C, and all other terms and conditions of the award contract,
- 3) The application and any resulting grant, if awarded, must adhere to, and be in full compliance with any, resulting contract(s), and relevant federal and State policies and regulations or be subject to termination; and
- 4) Any not-for-profit recipients or subrecipients are required to be prequalified, prior to contract execution, by the State of New York upon application submission through the New York State Grants Gateway (<https://grantsgateway.ny.gov>).
- 5) If your organization is not currently doing business with NYS, you will need to submit a Substitute W-9 form to obtain a NYS Vendor ID. The form is available on the Office of the State Comptroller website at: http://www.osc.state.ny.us/vendor_management/forms.htm.

- 6) Contract Changes - Contracts with Recipients/Contractors may be executed, terminated, renewed, increased, reduced, extended, amended, or renegotiated at the discretion of the Commissioner of DHSES, in light of a Recipient's/Contractor's performance, changes in project conditions, or otherwise.
- 7) Records – Recipients/Contractors must keep books, ledgers, receipts, work records, consultant agreements and inventory records pertinent to the project; and in a manner consistent with DHSES contractual provisions and mandated guidelines.
- 8) Liability - Nothing in the contract between DHSES and the Sub-recipients shall impose liability on the State of New York or DHSES for injury incurred during the performance of approved activities or caused by use of equipment purchased with grant funds.
- 9) Reports - A provider agency shall submit to the DHSES reports in a format and time schedule specified in the grant contract, which shall include a description of the program efforts undertaken during the report period and the current status of the project.
- 10) Tax Law Section 5-a Certification – In accordance with section 5–a of the Tax Law, sub-recipients will be required, prior to the approval of any contract awarded as a result of this RFA, to certify that it and its affiliates, subcontractors, and subcontractors' affiliates have registered with the New York State Tax Department for the purpose of collection and remittance of sales and use taxes. In order to trigger this certification requirement, a Sub-recipient or its affiliates, subcontractor, or subcontractors' affiliates must have made more than \$300,000 in sales of tangible personal property or taxable services to location within New York State and the contract must be valued in excess of \$15,000. Certification will take the form of a completed Tax Form ST-220.
- 11) Standard Contract Provisions - Grant contracts executed as a result of this RFA process will be subject to the standard clauses for New York State Contracts as referenced herein and as located at: <https://ogs.ny.gov/procurement/appendix>
- 12) Compliance with Procurement Requirements - The applicant shall certify to DHSES that all applicable statutory and contractual procurement procedures were followed and complied with for all procurements.

G. Special Conditions

New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the

State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted, or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Recipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.
4. All recipients and sub-recipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the recipients or sub-recipients; and (2) the status of any corresponding recipients or sub-recipients plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded recipients and sub-recipients agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.
7. Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made with 15 calendar days of notification by DHSES that the Bid submitted by the Bidder was not selected for award. An unsuccessful Bidder's written request for a debriefing shall be submitted to DHSES Director of Grants Program Administration. The debriefing shall be scheduled with 10 business days of receipt of the written request by DHSES or as soon as practicable under the circumstances.

X. Questions

Questions regarding the 2023 Public Safety Answering Points Operations Grant Program should be directed to the following email address Grant.Info@dhses.ny.gov. To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Updates and frequently asked questions will be posted online at <https://www.dhses.ny.gov/state-funded-programs>. Please check the website frequently for updates.

F: Grants 2023

cc:all Prot. 6/22/23

Update #6



PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



Robert A. Lipton
Commissioner of Emergency Services
J. Ralph Falloon
Deputy Commissioner of Emergency Services

Kevin M. Byrne
County Executive
Alex Roehner, EMT-P
Director of Emergency Medical Services

MEMORANDUM

To: Ginny Nacerino, Chairwoman, Protective Services
From: Robert A. Lipton, Commissioner
Re: June Protective Services Meeting
Date: May 16, 2023

I would like to add the 2023 Statewide Interoperable Communications Grant Program (Formula – Based Grant Program) to the Protective Services agenda for June. The application deadline for this grant is June 26, 2023.

This grant is being used to support our ongoing communications project. There are no matching funds required for this Grant.

The information package is attached.

Thank you.

2023 MAY 16 AM 11:02
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY



Homeland Security and Emergency Services

New York State Division of Homeland Security and Emergency Services

2023 Statewide Interoperable Communications Grant Program (Formula – Based Grant Program)

Request for Applications (RFA)

Application Deadline: June 26th, 2023

Questions Due: May 24th, 2023

RFA Updates and Q&A Posting, if any, by: May 31st, 2023

RFA deadlines above are 5:00PM EDT on the date indicated.

Revision 1 May 10th, 2023

Revision History

Revision #	Date	Description	Pages Affected
1	5/10/23	Annual Updates	1-27

Table of Contents

I. General Information.....	4
II. Eligibility.....	9
III. Authorized Program Expenditures	12
IV. Application Format and Content.....	13
V. Funding Distribution.....	14
VI. Application Evaluation Criteria	14
VII. Timeline and Checklist of Required Documentation	15
VIII. Award of Funds and Vendor Responsibility	16
IX. Administration of Grant Contracts	17
A. Issuing Agency	17
B. Filing an Application.....	17
C. Reserved Rights.....	17
D. Terms of the Contract.....	19
E. Payment and Reporting Requirements of Grant Recipients.....	19
F. General Specifications	24
G. Special Conditions.....	25
X. Questions.....	27

I. General Information

1. Summary Description

The purpose of this Request for Applications (RFA) is to solicit applications for the 2023 Statewide Interoperable Communications Grant Program (2023 SICG-Formula Program). Funding for the State Fiscal Year 2022-2023 SICG-Formula Program is distributed by formula and a total of \$45 million in funding is available to eligible counties and New York City, as a single entity, (hereafter “Counties” or “Applicant”) from this year’s appropriation.

The SICG-Formula Program is State support in the form of reimbursement for eligible expenses that aids localities in sustaining and improving Land Mobile Radio Systems (LMR); maintenance of components that support interoperability; training and exercises that include communications as a component; and sustaining and developing governance structures to improve interoperable communications. The 2023 SICG-Formula Program also supports county public safety organizations in enhancing emergency response, improving on capability and performance results from the U.S. Department of Homeland Security’s (DHS) National Emergency Communications Plan, improving operating procedures and infrastructure development, and addressing SAFECOM guidance from the DHS Cybersecurity and Infrastructure Security Agency (CISA).

The SICG-Formula Program concentrates on improving interoperability and operability of communication systems in New York State. The SICG-Formula Program focuses on minimizing gaps in interoperable communications by aligning technology acquisitions with its operational use by first responders, providing the foundation necessary to accomplish a high level of interoperability.

For public safety purposes, “interoperability” is defined as the ability of emergency responders to work seamlessly with other systems or products without any special effort. “Wireless communications interoperability” specifically refers to the ability of emergency response officials to share information via voice and data signals on demand, in real time, when needed, and as authorized.

While funding amounts are distributed on a formula basis, final awards are not automatic and are contingent upon 1) the submission of a completed application from the county that meets the Eligibility Criteria set in this RFA, and 2) an executed, reimbursement-based contract.

This document contains information about the 2023 SICG-Formula Program rules and requirements, the types of expenses eligible for funding, and instructions for completing and submitting the grant application.

The SICG-Formula Program is open only to county governments which meet the criteria contained in Part II below. Please refer to Part II for further details on eligibility.

The final authority to administer this grant program rests with DHSES, including amendments or modifications to these guidelines, award distribution, and/or the amount available for award distribution.

2. Objectives

Office of Interoperable and Emergency Communications OIEC seeks to ensure progress towards the goals and milestones described in the New York State Statewide Communications Interoperability Plan (SCIP) and toward communication priorities identified by the Federal government (i.e., SAFECOM Guidance). The SICG-Formula Program focuses on providing stability, sustainment, and further development of LMR systems and regional solutions implemented to date.

The SICG-Formula Program intends to aid county, local, and municipal public safety organizations by enhancing emergency response; improving capability, governance structures, operating procedures, and infrastructure development; and addressing SAFECOM guidance from CISA.

The main concepts, chief criteria, program and technical requirements of this grant program continue to expand and strengthen OIEC's commitment to regional partnerships, formalizing governance, and implementing operating procedures between counties and agencies. Applicants for the 2023 SICG-Formula Program must utilize non-proprietary, open standards-based technologies and equipment.

2023 SICG-Formula Program Goals:

1. Development and coordination of National Interoperability Channels, as well as, State, Regional, Tribal, and Local mutual aid channels,
2. Development of interoperable communications infrastructure,
3. Improvements of Public Safety Answering Points (PSAPs) toward Next Generation 911 (NG911) development,
4. Development of governance and Standard Operation Procedures (SOPs),
5. Development of an inventory of statewide communications resources (i.e., continuous participation in Communications Assets Survey and Mapping

(CASM) tool) and Tactical Interoperable Communication Plan (TICP¹) development, updates, and utilization.

3. Grant Performance Period

The period of performance for contracts supported by 2023 SICG-Formula Program funds is January 1, 2023, until December 31, 2025, with the potential for extension based upon a good cause shown and justification for needing additional time.

4. Funding

The funding for this grant program is appropriated from the Statewide Public Safety Communications Account, established by New York State Finance Law Section 97-qq. For the 2023 SICG-Formula Program, \$45 million is available.

\$45 million is available for reimbursing county expenditures for the following purposes:

- Maintenance and sustainment expenditures for LMR systems,
- Technological updates and refresh of existing LMR systems, including equipment and software,
- Build-out of new larger-scale systems and infrastructure, expanding access to radio channels and equipment for local and state agencies within a region; and solutions which may aid in resolution of interoperability channel conflicts along the Canadian border,
- Expansion of communications consortiums to currently non-participating counties and finalization of agreements between new and current consortium members. (These agreements, along with the full integration of SOPs, serve as the basis for efficient utilization of frequency resources, infrastructure, and technology, as well as operational, administrative, and governance functions between counties, State Police, and other State agencies),
- Subsequent phases of communications-related projects previously initiated; including awards to counties pursuing additional build-out of their systems where coverage and frequencies are lacking. (This will help fulfill the “network of networks” vision by completing connectivity between regions); and
- Implementation of technologies to further NG911 development.

¹ TICP captures technology assets, interoperable communications structure, and usage policies and procedures. The TICP defines available assets, prioritization, and utilization procedures. TICP template is available from CISA's SAFECOM Program.

DHSES reserves the right to release additional Requests for Applications until all available funds are expended.

5. Standards and Guidelines

Eligible Applicants must comply with the following standards and guidelines, as applicable:

- 1) **NYS SCIP**
<http://www.dhSES.ny.gov/oiec/plans-policies-guidelines/>
- 2) **New York State Guidelines for Base Station Implementation of Interoperability and Common Channels in New York State**
<http://www.dhSES.ny.gov/oiec/plans-policies-guidelines/>
- 3) **Channel Name and Use of Common Fire VHF Radio Frequency in New York**
<http://www.dhSES.ny.gov/oiec/plans-policies-guidelines/>
- 4) **NYS Minimum Channel Programming of Interoperability and Common Channels for Public Safety Mobile and Portable Radios**
<http://www.dhSES.ny.gov/oiec/plans-policies-guidelines/>
- 5) **NYS Interoperability Channel Naming: 45.88 MHz (LFIRE4D)**
<http://www.dhSES.ny.gov/oiec/plans-policies-guidelines/>
- 6) **NYS 700MHz Public Safety National Interoperability Channel Plan Guideline**
<http://www.dhSES.ny.gov/oiec/plans-policies-guidelines/>
- 7) **NYS Name and Use of 155.370 MHz in New York State (NYLAW1) Guideline**
<http://www.dhSES.ny.gov/oiec/plans-policies-guidelines/>
- 8) **NYS Name and Use of Common EMS VHF Radio Channels in New York Guideline**
<http://www.dhSES.ny.gov/oiec/plans-policies-guidelines/>
- 9) **DHS CISA Guidelines for Encryption in Land Mobile Radio Systems**
<https://www.cisa.gov/safecom/technology>

10)SAFECOM Guidance

<https://www.cisa.gov/safecom>

**11)The Association of Public-Safety Communications Officials (APCO)
Project 25 (P-25) for digital radio systems**

SCIP, as well as DHSES/OIEC Grant Guidance for grant funding, requires that all interoperable communications equipment employ the use of APCO P-25 compliant equipment, a technology that allows the achievement of efficient emergency interoperable communications.

12)New York State 911 Standards (21 NYCRR Chapter LX), including adoption of a law enforcement jurisdictional protocol that is used for all 911 calls and all emergency calls received by any other means dispatched for service.

13)Organization for the Advancement of Structural Information Standards (OASIS)

For Data Standards refer to OASIS at www.oasis-open.org

14)National Plan for Migrating to IP-Enabled 911 Systems

National 911 Office website provides information on development of optimal 911 services. See https://www.911.gov/documents_tools.html.

15)National Emergency Number Association (NENA) Standards

NENA Standards related to NG-911 and PSAPs. See www.nena.org.

16)ANSI/APCO Public Safety Grade Site Hardening Requirements

APCO ANS 2.106.1-2019

<https://www.apcointl.org/~documents/standard/21061-2019-psg-site-hardening/?layout=default>

17)Alarm Monitoring Company to Emergency Communications Center (ECC) Computer - Aided Dispatch (CAD) Automated Secure Alarm Protocol (ASAP)

APCO/TMA ANS 2.101.3-2021

<https://www.apcointl.org/~documents/standard/21013-2021-asap-to-psap/?layout=default>

II. Eligibility

Any proposal that does not address the eligibility requirements listed below will be eliminated from further consideration.

To be eligible to apply for and receive grant funding, applicants must:

- Be a county government within New York State or New York City requesting funding for the benefit of the county as a single entity. Applications must be submitted by a county government. (The five counties which comprise New York City [Bronx, Kings, Queens, New York, and Richmond] must apply as a single entity.)
- Be an active member of, or demonstrate a commitment to join, at least one New York State Regional Interoperable Communications Consortium. Such a consortium must consist of two or more counties; be formed to promote multijurisdictional (two or more) and multidisciplinary (two or more) public safety communications and interoperability (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works, and communication centers); and support New York state agencies. If an applicant is not a current member of a consortium, the commitment to participate in a consortium must be in effect and certified within 120 days of notice of potential award. Failure to certify a consortium commitment will result in forfeiture of the award.
- Have established or will establish within 120 days of the potential notice of award, a single point of contact (the Interoperability Coordinator), to oversee the applicant county interoperability efforts and coordinate interoperability and communication projects. Applicants are expected to keep this information up to date and readily available to DHSES upon request and must include a backup contact. All names and contacts need to be direct phone numbers...no mainlines.
- Affirmatively agree to accessibility for other jurisdictions and levels of government, including State agencies, to share communications systems to achieve further statewide cross-jurisdictional and intergovernmental interoperability goals and objectives. This assures the formation of strong cross-jurisdictional and multigovernmental interoperability and system(s) accessibility across counties, regions, and State agencies. For example, in order to provide accessibility, an applicant county must reserve a space on newly built towers and/or reserve channels/talk groups for public safety State operations.
- Permission shall be granted to DHSES employees & authorized users to transmit & receive on all radio channels utilized by public safety radio systems established within the county to implement cooperative use of interoperable radio communications for purposes of emergency, assistance, or otherwise agreed upon cooperation; law enforcement channels are exempt from this requirement.

- Allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in its region to operate on county's radio system(s) when required for incident response, regardless of the total percentage of system funding the county is receiving from the State. As part of this process, the county will cooperate with these agencies and jurisdictions in planning and integrating radios, programming, identifiers, and radio procedures.
- Dedicate funding (including amounts from any and all sources, such as county funding, this grant program, federal funding, etc.) to improve governance structure, develop Standard Operating Procedures (SOPs), and strengthen training and exercise programs to promote efficient interregional communications, interoperability, cooperation, and overall, first responder readiness. The State recognizes the significance of governance and leadership as a foundation of public safety interoperable communications. Therefore, establishing and/or formalizing governance structure, governance agreements, procedures, and other documents will build higher levels of interoperability across the State between multiple jurisdictions and agencies. Establishing training and exercise programs will assist in achieving a high level of readiness and preparedness of public safety officers.
- Ensure that new LMR trunked systems and equipment be public safety grade P-25 Phase 2 compliant. The applicant county must agree that new LMR systems will be public safety grade operated as P-25 Phase 1 or Phase 2. All subscriber equipment purchased must support and contain all hardware and/or software options to operate P-25 Phase 1 at the time of purchase. Additionally, all subscriber equipment that operates on, or may operate on (through software options, programming, or other methods) trunking system(s) must contain Phase 2 hardware and/or software options at time of purchase.
 - Note: this requirement does not preclude the limited expansion of existing conventional systems in analog mode, although subscriber equipment must still adhere to the requirements above. Also, as directed by guidelines published by OIEC and DHS's National Interoperability Field Operations Guide, VHF, UHF, and 800 MHz National Interoperability and State Common Channels equipment must meet the above requirements, regardless of how they will be operated in analog mode on those channels.
 - Exception: VHF "low band" (e.g., 30-50 MHz) equipment purchased as part of an existing system may be purchased and operated as analog only.
- Utilize Advanced Encryption Standard-256 if encryption is utilized.
- Implement and/or maintain interoperability channels on the infrastructure/system and program interoperability channels in public safety subscriber equipment. Interoperability base stations for VHF, UHF, 700, and 800

MHz National Interoperability and State Common Channels must operate in accordance with guidelines published by OIEC (<http://www.dhSES.ny.gov/oiec/plans-policies-guidelines/>).

- Input and maintain up-to-date information in CASM.
- Be National Incident Management System (NIMS) compliant.
- Include only those costs deemed permissible under the grant.
- Submit the application by the method identified in the RFA.
- Submit the application on time by the established deadline.
- Utilize open-standard/vendor-neutral technologies and equipment.
- Comply with Minority-and-Women-Owned Business Enterprises (MWBE), Service-Disabled Veteran-Owned Businesses (SDVOBs), and Equal Employment Opportunity (EEO) Requirements.
- Agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: 1) the nature and extent of any threats or hazards that may pose a risk to the recipient or subrecipient; and 2) the status of any corresponding recipient or subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
- Agree to attend and participate in any DHSES-sponsored conferences, training, workshops, or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.²

Failure to comply with any and all requirements in this section may result in the immediate suspension and/or revocation of the grant award.

² Pursuant to Article 26 of New York State Executive Law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters.

III. Authorized Program Expenditures

1. Permissible Costs

Funding under the SICG-Formula Program may be used for certain planning, equipment, and training costs related to the Grant Objectives and Program Goals. Permissible costs include, but are not limited to, the categories below. DHSES has sole discretion in determining which costs are permissible.

Equipment, Infrastructure, and Technology

- Up to 20% base salary on an annual basis of a person performing duties of a County Interoperability Coordinator (does not include overtime);
- Radio Frequency Systems (e.g. microwave, base stations, antennas, other);
- Subscriber Equipment (mobiles, portables, desktop);
- Towers;
- Upgrade of Customer Premises Equipment (CPEs) to IP-based technologies;
- Network components (e.g. routers, switches) as related to public safety communications;
- Telecommunication circuit setups;
- Shelters;
- Gateways;
- Backup power;
- Fiber and microwave connectivity (i.e. backhaul);
- Cost of lease or lease to purchase on LMR buildouts;
- LMR maintenance costs;
- Tower site security; and
- Other LMR related expenses.

Planning, Administration, and Deployment Costs

- Services relating to the development of governance and SOPs;
- Utilization of CASM and development of Tactical Interoperable Communications Plans (TICPs);
- Services relating to developing, designing, and implementing interoperability plans and network system development;
- Training and exercises pertaining to system/equipment proposal and enhancements in interregional/interagency response readiness;
- Costs associated with the development and deployment of public safety communications systems, networks, technology, or facilities to provide sharing of voice, data, and video transmissions.

2. Not Permissible Costs

- Proprietary technologies;
- Salaries, overtime, fringe, indirect, or travel expenses associated with existing or on-going operations (with the exception of eligible portion of County Interoperability Coordinator salary);
- Paging receivers;
- CAD systems and software;
- PSAP furniture, including dispatch furniture;
- Emergency Services IP network (ESInet);
- Debt service or local municipal bond funding;
- Recurring commercial service costs, such as cellular voice, data or leased time, except for costs directly related to deployment of Push to Talk over Cellular (PTToC) technologies (such as PTToC subscriptions, gateways or LMR devices with cellular capability);
- Out of State travel expenses to conferences, meetings, training sessions, etc.

IV. Application Format and Content

- A. Format:** Grant applications MUST be submitted via the automated E-Grants System operated by DHSES. The system allows an agency to complete an application electronically and submit it over the Internet using a secure portal. If upon reading this RFA you are interested in completing a grant application, and you have not previously been registered to use the DHSES E-Grants system, your agency will need to register and be assigned a username and password. The Registration Request Form to use the E-Grants system is available at: <http://www.dhSES.ny.gov/grants/forms-egrants.cfm>.

A detailed tutorial on how to use the E-Grants system for SICG-Formula Grant submission can be found on DHSES Grants webpage at the following Internet address <https://www.dhSES.ny.gov/state-funded-programs> . It will guide you in a step-by-step process through the E-Grants application submission.

- B. Required Application Content:** All applicants must complete the 2023 SICG-Formula Grant Program Application Worksheet. The worksheet must be completed in its entirety, including the general information, applicant eligibility, and data aggregation sections of the application. **Incomplete applications will not be accepted.**

The Grant instructions and “Question and Answers” received during an application period are available on the DHSES Grants website (<https://www.dhSES.ny.gov/state-funded-programs>) under the “2023 SICG-Formula Grant” tab.

After the successful submission of an application, the E-Grants system will email a notification of receipt to the Signatory Point of Contact that is listed in the application. The Primary Point of Contact will receive a message displayed on their screen that says that the project has been submitted. Please refer to the E-grants tutorial for more details on the process.

Following the announcement of the awards, each awardee county must revise and submit the Budget spending reflecting the actual award through the E-Grants system. Failure to complete the Budget will prevent the execution of a contract. The proposed budget must be submitted within 45 calendar days or the awardee county risks forfeiture of its award.

V. Funding Distribution

Funding distribution is based on a two-tiered approach:

- Tier 1 – Eligibility Requirements (pass/fail); and
- Tier 2 – Formula-driven distribution based on specific factors.

VI. Application Evaluation Criteria

DHSES will use the following criteria to evaluate each application to determine eligibility and award distribution.

A. Tier 1 Criteria

Tier 1 criteria are rated either “yes” or “no” and serve as a baseline by DHSES to determine if applicants are eligible and have appropriately submitted all the required application materials. If any of the answers are “no,” the application may be immediately disqualified without further review and will not be considered for an award.

In addition to criteria listed in the 2023 SICG-Formula Application document, the following factors will be taken into consideration:

1. Was the application submitted on time?
2. Was the application complete and included all required attachments?
 - a. 2023 SICG-Formula Application Worksheet (Microsoft Excel document)

- b. Documented agreement(s) and/or county records allowing NY State Agencies to operate on the county system (submit only documents that have not been previously submitted under this Grant Program)

B. Tier 2 Criteria

Applications that pass the Tier 1 review proceed to Tier 2. Tier 2 consists of a formula driven funding distribution based on specific factors, including verifiable and auditable information provided by the counties in their application.

Elements included in the formula:

- County population;
- Land area of the county;
- Current quantity of towers or structures owned/leased by county for county LMR operations;
- How many State Agencies and Authorities are operating on the county system;
- How many County users are on the system;
- National Interoperability channels implemented on the system;
- Monitoring of National Interoperability channels;
- P-25 Compliance; and
- Applicant maintains current data in the CASM database.

VII. Timeline and Checklist of Required Documentation

- Applications are due to DHSES by **5:00PM EDT on June 26th, 2023.**
- Applications must be submitted via E-Grants. Applications that are not received by the due date will not be considered for funding.
- Complete applications must include answers to all questions listed in the application.
- County can attach documents to an application if they would like to provide additional explanations of their projects.

VIII. Award of Funds and Vendor Responsibility

Final grant award determinations are made by DHSES. DHSES will issue award letters to successful applicants and enter into reimbursement-based grant contracts with awardees.

Following the announcement of the awards, each awardee county must submit their proposed budget to DHSES within 45 calendar days or risk forfeiture of its award.

By law, State contracting entities may only award contracts to responsible vendors. A responsible vendor must have:

- the integrity to justify the award of public dollars; and
- the capacity to perform the requirements of the contract fully.

Vendor Responsibility: The awardee county's vendors shall at all times during the contract term remain responsible. An awardee and/or its vendors must, if requested by the Commissioner of DHSES or his or her designee, present evidence of the vendor's continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Suspension of Work for Non-Responsibility: The Commissioner of DHSES or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under a contract, at any time, when he or she discovers information that calls into question the responsibility of the awardee and its vendors. In the event of such suspension, the vendor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the awardee and the vendor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES or his or her designee issues a written notice authorizing the resumption of performance under the contract.

Termination for Non-Responsibility: Upon written notice to the vendor, and a reasonable opportunity to be heard by appropriate DHSES officials or staff, the contract may be terminated by the Commissioner of DHSES or his or her designee at the vendor's expense where the vendor is determined by the Commissioner of DHSES or his or her designee to be non-responsible. In such event, the Commissioner of DHSES or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue legal or equitable remedies for such breach.

IX. Administration of Grant Contracts

DHSES will negotiate and develop a grant contract with the awardee based on the contents of the awardee's submitted application and the intent of the grant program as outlined in this RFA. The grant contract is subject to approval by the NYS Office of the Attorney General and the Office of the State Comptroller before grant funding may be disbursed to reimburse project expenses.

The period of performance for contracts supported by 2023 SICG-Formula Grant Program funds runs from January 1, 2023 to December 31, 2025 with the potential for extension based upon a good cause shown and justification for needing additional time.

Although the contract format may vary, the contract will include such standard terms and conditions included in DHSES grant contracts (available for review on the DHSES website at <http://www.dhses.ny.gov/grants>).

A. Issuing Agency

This RFA is issued by DHSES, which is responsible for the requirements specified herein and for the evaluation of all applications.

B. Filing an Application

Grant applications must be submitted via the automated DHSES E-Grants System. The system allows an agency to complete an application electronically and submit it over the Internet using a secure portal. If, upon reading this RFA, you are interested in completing a grant application and you have not previously been registered to use the DHSES E-Grants system, your agency will need to register and be assigned a user name and password. The Registration Request Form can be found at the following Internet address: <http://www.dhses.ny.gov/grants/forms-egrants.cfm>.

A detailed tutorial on how to use the E-Grants system for SICG-Formula Grant submission can be found on DHSES Grants webpage at the following Internet address <https://www.dhses.ny.gov/state-funded-programs>. It will guide you in a step-by-step process through the E-Grants application submission.

C. Reserved Rights

The issuance of this RFA and the submission of a response or the acceptance of such response by DHSES does not obligate DHSES in any manner. DHSES reserves the right to:

1. Reject any and all applications received in response to this RFA;
2. Withdraw the RFA at any time at DHSES' sole discretion;
3. Make an award under the RFA in whole or in part;
4. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA;
5. Disqualify applicants due to untimely submission of any requested supporting documentation;
6. Seek clarifications and revisions of the applications;
7. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to DHSES' request for clarifying information in the course of evaluation and/or selection under the RFA;
8. Prior to the application opening, direct applicants to submit application modifications addressing subsequent RFA amendments;
9. Prior to the application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
10. Make amendments and/or alter funding levels of any recipient based on any new information discovered that would have originally affected the scoring;
11. Waive or modify minor irregularities in applications received after prior notification to the applicant;
12. Adjust or correct cost figures with the concurrence of the applicant if errors exist and cannot be documented to the satisfaction of DHSES and the State Comptroller;
13. Change any of the scheduled dates;
14. Eliminate any mandatory, non-material specifications that cannot be complied with by all the prospective applicants;
15. Waive any requirements that are not material;
16. Negotiate with successful applicants within the scope of the RFA in the best interests of the State;
17. Conduct contract negotiations with the next responsible applicant, should DHSES be unsuccessful in negotiating with the selected applicant;
18. Utilize any and all ideas submitted in the applications received;
19. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the application opening;
20. Require clarification at any time during the application process and /or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant's proposal and/or to determine an applicant's compliance with the requirements of this RFA;
21. Award grants based on geographic or regional considerations to serve the best interests of the State;
22. Terminate, renew, amend or renegotiate contracts with recipients at the discretion of DHSES;
23. Periodically monitor the applicant's performance in all areas mentioned above, in addition to the activities in the contract;

24. Revoke funds awarded to an applicant, or enforce any available sanction against any applicant, who materially alters the activities or is in material noncompliance under the grant award, or who does not implement an approved project within 60 days of the final contract approval;
25. Not fund any application that fails to submit a clear and concise work plan and/or budget;
26. Consider all applications and documentation submitted as State agency records subject to the New York State Freedom of Information Law (Public Officers Law, Article 6). Any portion of the application that an applicant believes constitutes proprietary or critical infrastructure information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the application;
27. Recipients and sub-recipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the recipient or sub-recipient; and (2) the status of any corresponding recipient or sub-recipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards;
28. Funded recipients and sub-recipients agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract; and,
29. DHSES reserves the sole discretion to increase or decrease the total funding available for this program at any time, resulting in more or fewer applications funded under this RFA.

DHSES may exercise the foregoing rights at any time without notice and without liability to any responding applicant or any other party for its expenses incurred in preparation of responses hereto or otherwise. All costs associated with responding to this RFP will be at the sole cost and expense of the Applicant.

D. Terms of the Contract

Any resulting contract or agreement for more than \$50,000 from this RFA will be effective only upon approval by both the NYS Office of the Attorney General and the State Comptroller. Any resulting contract for \$50,000 and under from this RFA will be effective upon signature of both parties.

E. Payment and Reporting Requirements of Grant Recipients

Standard Cost Reimbursement Contract

Each successful applicant must enter into a standard cost reimbursement contract with DHSES. Such contract will include this RFA, the successful applicant's proposal, any attachments or exhibits, the standard clauses required by the NYS Attorney General for all State contracts, and any other attachments or exhibits required by DHSES. Although the contract format may vary, the contract will include standard terms, conditions, clauses, information, rights, and responsibilities as can be found on the DHSES website, including:

- APPENDIX A-1 – Agency Specific Clauses
- APPENDIX B – Budget
- APPENDIX C – Payment and Reporting Schedule
- APPENDIX D – Work plan/Special Conditions

For purposes of this RFA, these terms and conditions are incorporated by reference and the applicant must agree to the inclusion of all these terms and conditions in any resulting grant contracts as part of the application submission. Copies of the standard terms and conditions included in DHSES grant contracts are available for review on the DHSES website at: <http://www.dhSES.ny.gov/grants/forms-egrants.cfm>. Payments will be made subject to proper documentation and compliance with reimbursement procedures and all other contractual requirements.

Procurements

Applicants must follow and comply with all procurement procedures under General Municipal Law 5-A and/or any other state regulations applicable to these funds, and will be subject to monitoring by DHSES to ensure compliance.

Contracting with Small and Minority Firms, Women's Business Enterprises

Pursuant to New York State Executive Law Article 15-A, DHSES recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises (MWBE) and the employment of minority group members and women in the performance of DHSES contracts. Minority and women-owned business enterprises can be readily identified on the directory of certified businesses at: <https://ny.newnycontracts.com/>.

For purposes of this solicitation, applicants and subcontractors are hereby notified that the State of New York has set an overall goal of **30% for MWBE participation** or more, **15% for Minority-Owned Business Enterprises (MBE)** participation and **15% for Women-Owned Business Enterprises (WBE)** participation, based on the current availability of qualified MBEs and WBEs for your project needs.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Applicant and subcontractors will 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 Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Use of Service-Disabled Veteran-owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economics of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, Grant recipients are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as vendors, contractors, subcontractors, suppliers, protégés, or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at <https://online.ogs.ny.gov/SDVOB/search>.

Applicants need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the applicable laws to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services, and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State Law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the recipient's optimal performance under the contract, thereby fully benefiting the public-sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects awardees to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

For purposes of this solicitation, applicants and subrecipients are hereby notified the State of New York has set an overall goal of 6% for SDVOB participation or more.

Grant recipients will report on actual participation by each SDVOB during the term of the contract to DHSES per the policies and procedures set by DHSES. Applicants are reminded that they must continue to utilize small, minority, and women-owned businesses consistent with current State law. A business enterprise can be either a MWBE or a SDVOB for the purposes of achieving the set goals of MWBE and SDVOB participation, but not both.

Sexual Harassment Prevention

Applicants must submit a certification with their bid stating that Applicant has a policy addressing sexual harassment prevention and that applicant provides sexual harassment training to all its employees on an annual basis that meets the Department of Labor's model policy and training standards. Bids that do not contain this certification will not be considered for awards; provided, however, that if Applicant cannot make the certification, the Applicant may provide a statement with its bids detailing the reasons why the certification cannot be made.

Worker's Compensation and Disability Benefits Insurance Coverage

Applicants must provide evidence of appropriate workers' compensation and disability insurance coverage, or proof of a legal exemption, prior to being awarded a contract. Failure to do so will result in the rejection of the application.

Iran Divestment Act: The Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added section 165-a to the State Finance Law effective April 12, 2012. The Act is available at: <https://www.ogs.ny.gov/about/regs/docs/ida2012.pdf>.

The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act. Under the Act, the Commissioner of the Office of General Services (OGS) is required to develop and maintain a list of "persons" who are engaged in "investment activities in Iran." Once an entity appears on the prohibited entities list, it will be considered a non-responsive bidder/offerer and prohibited from entering into contracts with the State or local governments. This list is available at: <https://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By submitting a response to this RFA or by assuming the responsibility of a contract awarded hereunder, the applicant (or any assignee) certifies that it will not utilize on such contract any entity that is identified on the prohibited entities list.

During the term of the contract, should DHSES receive information that a person is in violation of the above-referenced certification, DHSES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, DHSES shall take such action as may be appropriate including, but not limited to, imposing

sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

DHSES reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Vendor Responsibility

State Finance Law §163(9)(f) requires a State Agency to make a determination that an Applicant is responsible prior to awarding that Applicant a State contract which may be based on numerous factors, including, but not limited to the Applicants: (1) financial and organizational capacity; (2) legal authority to do business in this State; (3) integrity of the owners, officers, principals, members, and contract managers; and (4) past performance of the Applicant on prior government contracts. Thereafter, Recipients/Contractors shall at all times during the Contract term remain responsible. The Recipients/Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. DHSES requires that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System, see the VendRep System Instructions available at: http://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep system online at <https://onlineservices.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866- 370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Applicants will also be required to complete and submit a Vendor Responsibility Questionnaire prior to contracting.

1) Suspension of Work for Non-Responsibility:

The Commissioner of DHSES or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when he or she discovers information that calls into question the responsibility of the Recipient. In the event of such suspension, the Recipients/Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension

order. Contract activity may resume at such time as the Commissioner of DHSES or his or her designee issues a written notice authorizing the resumption of performance under the Contract.

2) Termination for Non-Responsibility:

Upon written notice to the Recipients/Contractor, and a reasonable opportunity to be heard by appropriate DHSES officials or staff, the Contract may be terminated by the Commissioner of DHSES or his or her designee at the Contractor's expense where the Recipients/Contractor is determined by the Commissioner of DHSES or his or her designee to be non-responsible. In such event, the Commissioner of DHSES or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue legal or equitable remedies for breach. Sub-recipients shall at all times during the Contract term remain responsible. The Sub-recipient agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Satisfactory Progress

Satisfactory progress toward implementation includes but is not limited to, executing contracts and submitting payment requests in a timely fashion; retaining consultants; or completing plans, designs, reports, or other tasks identified in the work program within the time allocated for their completion.

DHSES may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant project.

F. General Specifications

By submitting the application, the Applicant attests that:

- 1) Applicant's signatory contact person has express authority to submit on behalf of the applicant's agency;
- 2) Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this document, including Appendices A-1 and C, and all other terms and conditions of the award contract;
- 3) The application and any resulting grant, if awarded, must adhere to, and be in full compliance with any, resulting contract(s), and relevant federal and State policies and regulations or be subject to termination; and
- 4) Any not-for-profit recipients or subrecipients are required to be prequalified, prior to contract execution, by the State of New York upon application submission through the New York State Grants Gateway (<https://grantsgateway.ny.gov>).

- 5) If your organization is not currently doing business with NYS, you will need to submit a Substitute W-9 form to obtain a NYS Vendor ID. The form is available on the Office of the State Comptroller website at: http://www.osc.state.ny.us/vendor_management/forms.htm.
- 6) Contract Changes - Contracts with Recipients/Contractors may be executed, terminated, renewed, increased, reduced, extended, amended, or renegotiated at the discretion of the Commissioner of DHSES, in light of a Recipient's/Contractor's performance, changes in project conditions, or otherwise.
- 7) Records – Recipients/Contractors must keep books, ledgers, receipts, work records, consultant agreements and inventory records pertinent to the project; and in a manner consistent with DHSES contractual provisions and mandated guidelines.
- 8) Liability - Nothing in the contract between DHSES and the Sub-recipients shall impose liability on the State of New York or DHSES for injury incurred during the performance of approved activities or caused by use of equipment purchased with grant funds.
- 9) Reports - A provider agency shall submit to the DHSES reports in a format and time schedule specified in the grant contract, which shall include a description of the program efforts undertaken during the report period and the current status of the project.
- 10) Tax Law Section 5-a Certification – In accordance with section 5–a of the Tax Law, sub-recipients will be required, prior to the approval of any contract awarded as a result of this RFA, to certify that it and its affiliates, subcontractors, and subcontractors' affiliates have registered with the New York State Tax Department for the purpose of collection and remittance of sales and use taxes. In order to trigger this certification requirement, a Sub-recipient or its affiliates, subcontractor, or subcontractors' affiliates must have made more than \$300,000 in sales of tangible personal property or taxable services to location within New York State and the contract must be valued in excess of \$15,000. Certification will take the form of a completed Tax Form ST-220.
- 11) Standard Contract Provisions - Grant contracts executed as a result of this RFA process will be subject to the standard clauses for New York State Contracts as referenced herein and as located at: <https://ogs.ny.gov/procurement/appendix>
- 12) Compliance with Procurement Requirements - The applicant shall certify to DHSES that all applicable statutory and contractual procurement procedures were followed and complied with for all procurements.

G. Special Conditions

New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a

mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Recipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.
4. All recipients and sub-recipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the recipients or sub-recipients; and (2) the status of any corresponding recipients or sub-recipients plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded recipients and sub-recipients agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings

(excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.
7. Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made with 15 calendar days of notification by DHSES that the Bid submitted by the Bidder was not selected for award. An unsuccessful Bidder's written request for a debriefing shall be submitted to DHSES Director of Grants Program Administration. The debriefing shall be scheduled with 10 business days of receipt of the written request by DHSES or as soon as practicable under the circumstances.

X. Questions

Questions regarding the 2023 SICG-Formula Program should be directed to the following email address: Grant.Info@dhSES.ny.gov. To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Updates and frequently asked questions will be posted online at <https://www.dhSES.ny.gov/state-funded-programs>. Please check the website frequently for updates.

WILLIAM J. CARLIN, Jr. CPA
Commissioner Of Finance



Call
Prof 6/20
AAA

MICHAEL J. LEWIS
Chief Deputy Commissioner Of
Finance

Reso

Approval

SHEILA M. BARRETT
Deputy Commissioner Of Finance

#7

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Sheila M. Barrett, Deputy Commissioner of Finance *STB*
Re: Budgetary Amendment - **23A032**
Date: May 18, 2023

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

Increase estimated appropriations:

25117000 54950 Legal Aid Society 250,000

Increase estimated revenues:

25117000 430251 State Aid - Indigent Legal Services 250,000

Fiscal Impact - 2023 - 0
Fiscal Impact - 2024 - 0

This Resolution is necessary to adjust the 2023 budget to account for State Aid from the New York State Office of indigent Legal Services as per the attached schedule. The County acts as a pass through for these funds. Please forward to the appropriate committee.

Approved:

Kevin M. Byrne
County Executive

Please forward to the appropriate committee.

Approved:

Kevin M. Byrne
County Executive

2023 MAY 19 PM 3:12
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

ATTACHMENT B-1

**Office of Indigent Legal Services
SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION
January 1, 2023 - December 31, 2025**

COUNTY OF PUTNAM

Total Contract Amount: \$750,000.00

Budget Expenditure Item	Year 1 1/1/2023 - 12/31/2023	Year 2 1/1/2024 - 12/31/2024	Year 3 1/1/2025 - 12/31/2025
PUTNAM COUNTY LEGAL AID SOCIETY			
Personnel:			
(FT) Attorney - Salary	\$85,000.00	\$85,000.00	\$85,000.00
(FT) Attorney - Fringe	\$21,250.00	\$21,250.00	\$21,250.00
Subtotal Personnel	\$106,250.00	\$106,250.00	\$106,250.00
Contracted/Consultant:			
Non-Attorney Professional Services (Investigators, Parent Advocates, Social Workers)	\$133,750.00	\$133,750.00	\$133,750.00
Subtotal Contracted/Consultant	\$133,750.00	\$133,750.00	\$133,750.00
OTPS:			
Training and CLEs	\$10,000.00	\$10,000.00	\$10,000.00
Subtotal OTPS	\$10,000.00	\$10,000.00	\$10,000.00
TOTAL	\$250,000.00	\$250,000.00	\$250,000.00
THREE-YEAR TOTAL	\$750,000.00		

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C2NDUFD37</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Putnam, County of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Second Upstate Family Defense (Child Welfare) Quality Improvement & Caseload Reduction</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002443 Federal Tax ID Number: 14-6002759 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Putnam County Department of Law 48 Glenedia Avenue Carmel, NY 10512</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Putnam County Department of Finance 40 Gleneida Ave., Room 202 Carmel, NY 10512</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code: 370100000000</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: January 1, 2023 To: December 31, 2025</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM:</p> <p>From: _____ To: _____</p> <p>AMENDED PERIOD:</p> <p>From: _____ To: _____</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$750,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program-Specific Terms and Conditions
 - A-2 Federally Funded Grants and Requirement Mandated by Federal Laws
- Attachment B:
 - B-1 Expenditure Based Budget B-2 Performance Based Budget
 - B-3 Capital Budget B-4-Net Deficit Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)
 - B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Putnam County,

By: [Signature]

Kevin Byrne

Printed Name

Title: County Executive

Date: 3/15/23

STATE AGENCY:

NYS Office of Indigent Legal Services

By: [Signature]

Patricia J. Warth

Printed Name

Title: Director - Office of Indigent Legal Services

Date: 4/4/2023

STATE OF NEW YORK

County of Putnam

On the 15 day of March, 2023, before me personally appeared Kevin Byrne, to me known, who being by me duly sworn, did depose and say that he/she resides at Mahopac, NY, that he/she is the County Executive of the County of Putnam, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)

[Signature]
Maria C Donovan
Notary Public, State of New York
Reg. No: 02D06408385
Qualified in Putnam County

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title:

Date:

Printed Name

Title:

Date:

APPROVED
DEPT. OF AUDIT & CONTROL

May 01 2023
Chris Richards

FOR THE STATE COMPTROLLER

Office of Indigent Legal Services

MAR 27 2023

RECEIVED

MICHAEL J. LEWIS
Interim Commissioner Of Finance



cc: all
Prof 6/20/23
AVA


Reso

SHEILA BARRETT
Deputy Commissioner Of Finance

APPROVED
#8

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Interim Commissioner of Finance 
RE: Budgetary Amendment – 23A037
DATE: June 14, 2023

Putnam County has been awarded \$50,000 under a State and Municipal Facilities Program ("SAM") grant for costs associated with the purchase of equipment, to include a license plate reader system, crime scene camera system, computers, a printer/copier/scanner and an alarm enhancement at the Philipstown substation. Funding for the grant is provided and administered by the Dormitory Authority of the State of New York ("DASNY"). The grant, which does not require matching funds, is effective from April 13, 2023, through April 13, 2026.

Increase Appropriations:

17311000 52130 10203	Patrol - Computer Equipment	\$	2,698
17311000 52140 10203	Patrol - Audio Visual Equipment		7,296
17311000 52180 10203	Patrol - Other Equipment		8,909
17311000 52630 10203	Patrol - Computer Equipment		5,109
17311000 52680 10203	Patrol - Other Equipment		25,767
17311000 54300 10203	Patrol - Miscellaneous Supplies		221
		\$	<u>50,000</u>

Increase Estimated Revenues:

17311000 437897 10203	State Aid - SAMS Grant (Project #25075)	\$	<u>50,000</u>
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Fiscal Impact - 2023 - \$ 0
Fiscal Impact - 2024 - \$ 0

Please forward to the appropriate committee.

Approved:

Kevin M. Byrne
County Executive

2023 JUN 15 AM 9:56
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY



DASNY

KATHY HOCHUL
Governor

ALFONSO L. CARNEY, JR.
Chair

REUBEN R. MCDANIEL, III
President & CEO

July 13, 2022

VIA EMAIL

Thomas Lindert
Undersheriff
County of Putnam
40 Gleneida Avenue
Carmel, New York 10512

*Re: State and Municipal Facilities Program ("SAM")
Purchase of Equipment for the Sheriff's Office
Project ID: 25075*

Dear Thomas Lindert:

As you know, the State has awarded the County of Putnam ("Grantee") a State and Municipal Facilities Program ("SAM") grant for the above-referenced project in the amount of \$50,000.00 (the "Grant").

This letter outlines the documentation you will need to complete and return to DASNY in order to start the Grant Administration process.

- *Please return the completed documentation electronically, as described below within thirty (30) days. **If you are not able to meet this timeframe, please send an email to callcenter@dasny.org with your requested timeline for submission.***
- *If the information is not returned in a timely manner, or documentation is incomplete, your Grant will be delayed as DASNY generally reserves the right to request updated documentation throughout the administrative process to ensure the required reviews are based on accurate information.*
- *If there are any changes to the contact information for the primary contact for your organization, the authorized officer contact information, or change in your organizational address – please email (grants@dasny.org).*

Please also read the attached Frequently Asked Questions (FAQs) as it relates to the following requested documents and other questions that you may have regarding the Grant Process.

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000
BUFFALO: 539 Franklin Street, Buffalo, NY 14202 | 716-884-9780
NEW YORK CITY: 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000
ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-450-8400

DORMITORY AUTHORITY STATE OF NEW YORK
WE FINANCE, DESIGN & BUILD
NEW YORK'S FUTURE.

www.dasny.org



DASNY

The following documents must be completed and returned to DASNY so the required reviews can be conducted and State approvals obtained:

- Completed Grantee Certification signed by two (2) authorized officers;
- Completed Project Certification signed by an authorized officer;
- The Grantee Questionnaire (GQ) requested by DASNY expires after one (1) year;
 - o Grantee The GQ on file has expired or is about to expire. Please provide the names, titles and email addresses of two authorized officers so that a GQ may be sent out by the Processor that will be assigned to review your paperwork:

Authorized Officer #1: Name: _____ Title: _____

Email: _____ Phone: _____ Ext: _____

Authorized Officer #2: Name: _____ Title: _____

Email: _____ Phone: _____ Ext: _____

- Evidence of Site Control.

If your organization is a non-for-profit please also see the 'Prior to Final Approval' section in attached FAQs for information regarding the prequalification requirement through NY State Grants Gateway.

Grantees are also advised that grant-funded projects are subject to the State Environmental Quality Review Act (SEQRA) and State Historic Preservation Act (SHPA). Information regarding the SEQRA and SHPA process is included in the FAQs.

Should you have any questions concerning the enclosed documentation please either call (518) 257-3177 or email callcenter@dasny.org.

Sincerely,

Ann M. Shaw
Senior Grant Administrator, Grants Administration

**PROJECT CERTIFICATE OF THE
County of Putnam
State and Municipal Facilities Program (the "SAM")
For the Purchase of Equipment for the Sheriff's Office
(Project ID: 25075)**

I, the undersigned, an Authorized Officer of County of Putnam (the "Grantee"), DO HEREBY CERTIFY that:

- All contractors and vendors retained to perform services in connection with the Purchase of Equipment for the Sheriff's Office (the "Project") shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- To the extent that SAM Grant proceeds are used to reimburse the Grantee for the cost of any portion of the Project noted above, the Grantee certifies that no other external funding source, including but not limited to, State or Federal restructuring loans, State or Federal grants, or grants, loans, or other funding from any other public or private source (currently or within the last six (6) years), will be used for substantially the same project costs at the same location as described in the Application or Project Information Sheet provided to DASNY.
- If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, security cameras, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, and items will be installed, stored, or secured on property owned by and/or under the control of the Grantee; the Grantee has or will develop, implement, and maintain a usage policy for items in compliance with all State and Federal regulations or privacy laws, including use, retention, storage, or deletion of any data, images, or videos stemming from grant funded purchase of such items if applicable.
- The Grantee has informed DASNY via the Project Application, Project Information Sheet, or other correspondence if Grantee is a state related entity, or if the project location is owned by a state related entity. Furthermore, if the status of the Grantee or project location changes, the Grantee will inform DASNY of any changes that would impact the tax-exempt status of the Grant.
- The Grantee acknowledges that Grant proceeds cannot be utilized to pay for:
 - Deposits advance payments, or progress payments until work is completed, or goods received by Grantee;
 - to pay down long term debt;
 - internal labor costs;
 - rental or leased equipment, or equipment with an anticipated useful life of less than three (3) years;
 - stockpiled materials;
 - recurring software costs, including licensing or maintenance fees;
 - materials and/or services provided by another entity other than a licensed contractor or vendor.
- The Grantee will maintain accurate books and records through project completion/payout of the Grant as well as for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during the Grantee's business hours upon reasonable request.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20_____.

By signing these documents, I certify that I am an authorized officer for the Grantee.

Please sign and return these documents to DASNY at callicenter@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

County of Putnam

By: _____

Name: _____

Title _____

GRANTEE CERTIFICATION

County of Putnam

Purchase of Equipment for the Sheriff's Office

Project ID: 25075

WE HEREBY WARRANT, REPRESENT AND CERTIFY TO DASNY that:

- The County of Putnam (the "Grantee") has applied for a ("SAM") Grant in the amount of \$50,000.00 (the "Grant"). This Grant will be used for the Purchase of Equipment for the Sheriff's Office (the "Project"). We understand that the Grant funds may be used only for certain community improvement purposes as set forth in the enabling legislation and that the Grant Disbursement Agreement (GDA) to be executed in connection with this Grant contains a provision that states that Grant funds may not be used to finance a program or project that will in any way promote or facilitate religious worship, instruction or proselytizing. We have been informed that this provision exists to ensure compliance with Federal and State law. Therefore, as Authorized Officers of the Grantee, we hereby certify the following in connection with the project to be financed by the Grant:
 - no religious purpose shall be advanced or promoted by the project or program funded by the Grant;
 - the project or program will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way by public funds;
 - the project or program shall be open to all without regard to religion; and
 - the Grantee shall take affirmative steps to ensure that information is widely disseminated with respect to the following aspects of the project or program:
 - the project or program is publicly funded;
 - the project or program is open to all, regardless of religious affiliation; and
 - the project or program beneficiaries are not limited to any particular sect or group.
 - the Grantee shall exercise care to make sure the facilities and/or services to be supported in whole or in part by grant proceeds are available and accessible to all members of the public by ensuring project location(s) and/or service areas are in proximity to public transportation; sufficient parking; and by choosing project location(s) and/or service areas that do not restrict use to a certain subset of the population defined by religion;
- We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above information in making the determination whether to award the Grant to the Grantee.
- By signing this document, we certify that we are authorized officers for the Grantee and have the authority to submit this Certification.

Please sign and return these documents to DASNY at callcenter@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Authorized Officer Signature

Printed Name

Date

Title

Authorized Officer Signature

Printed Name

Date

Title

PUTNAM COUNTY LEGISLATURE

Resolution #118

Introduced by Legislator: Joseph Castellano on behalf of the Audit & Administration Committee at a Regular Meeting held on June 7, 2022.

page 1

APPROVAL/ GRANT APPLICATION/ SHERIFF'S DEPARTMENT/ STATE AND MUNICIPAL (SAM) FACILITIES GRANT PROGRAM

WHEREAS, Section 5-2(E) of the Putnam County Code provided, in relevant part, that an application of any grant application not requiring any Putnam County (the "County") matching funds shall notify the Putnam County Legislature (the "Legislature") of the submission of a grant application and further, if the Legislature objects to such grant application, the applicant shall withdraw it forthwith; and

WHEREAS, by and through the State of New York and Office of Senator James Skoufis (NYS Senate), the County can receive a State and Municipal (SAM) Facilities Grant in the amount of \$50,000.00, such grant administered through the Dormitory Authority State of New York ("DASNY"), to subsidize costs associated with the purchase of equipment, to include a license plate reader system, crime scene camera system, computers, a printer/copier/scanner and an alarm enhancement at the Philipstown substation; and

WHEREAS, there is no matching fund requirement by the County to accept the SAM grant for costs associated with the purchase of said equipment; now therefore be it RESOLVED, that the Putnam County Legislature authorizes and approves the County's submission through DASNY and awarded by the SAM Facilities Grant Program; and be it further

RESOLVED, that this resolution shall take effect immediately.

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.



State of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on June 7, 2022.

Dated: June 10, 2022

Signed: Diane Schonfeld

Diane Schonfeld

Clerk of the Legislature of Putnam County

SECTION 4: PROJECT BUDGET


Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary) that will be utilized to complete the Project. State the source of the funding, and any contingencies that need to be satisfied prior to accessing the funds.

Please include evidence of committed funding sources to be used to complete the project as described. This may include a copy of letter(s) of credit, award letters, a resolution from the governing board of the Grantee committing to provide the balance of the funds, or a combination of the above.

USE OF FUNDS	SOURCES					TOTAL	
	State		In-Kind /Equity /Sponsor		Other sources (Please specify each source and include commitment letter or other evidence that funds have been secured)		
Tasks	Entity Name	Amount	Source Name	Amount	Entity Name	Amount	
52680 Traffic Pole Camera	DASNY	\$ 15,299.13				\$ 15,299.13	
52630 Dell Computer Equipment	DASNY	\$ 5,108.72				\$ 5,108.72	
52130 HP Laser Jet Printer	DASNY	\$ 549.00				\$ 549.00	
52680 Jamar Tech.	DASNY	\$ 10,468.00				\$ 10,468.00	
52180 Red Hawk/Evid. Room Alarm	DASNY	\$ 3,510.00				\$ 3,510.00	
52140 360 Camera x2	DASNY	\$ 2,908.32				\$ 2,908.32	
52180 Red Hawk/ 911 Call Box	DASNY	\$ 4,583.00				\$ 4,583.00	
52140 2-Way Base Station Radio	DASNY	\$ 4,388.00				\$ 4,388.00	
Total:		\$ 46,814.17		\$ 0.00	Verification Letter From Putnam Co	\$ 0.00	\$ 46,814.17

I hereby certify that the information in this Project Information Sheet is true and correct in all material respects, and I understand that the Dormitory Authority of State of New York and other entities that may be involved in the grant process are relying on this information in the course of the reviews that are required under Federal and State law.

Please sign and return these documents to DASNY at grants@dasny.org. Please send them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.



 Signature of Authorized Officer

8/25/22

 Date

Thomas Lindert

 Print Name

Junder Sheriff

 Title



SECTION 4: PROJECT BUDGET


Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary) that will be utilized to complete the Project. State the source of the funding, and any contingencies that need to be satisfied prior to accessing the funds.

Please include evidence of committed funding sources to be used to complete the project as described. This may include a copy of letter(s) of credit, award letters, a resolution from the governing board of the Grantee committing to provide the balance of the funds, or a combination of the above.

USE OF FUNDS	SOURCES						TOTAL
	State		In-Kind /Equity /Sponsor		Other sources (Please specify each source and include commitment letter or other evidence that funds have been secured)		
Tasks	Entity Name	Amount	Source Name	Amount	Entity Name	Amount	
52180 Air Ventilator Crime Lab	DASNY	\$ 815.70					\$ 815.70
52130 DWP DASNY @ Substation Project	DASNY	\$ 2,149.20					\$ 2,149.20
54300 Miscellaneous Supplies	DASNY	\$ 220.93					\$ 220.93
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
Total:		\$ 3,185.83		\$ 0.00	Verification Letter from Putnam Co	\$ 0.00	\$ 3,185.83

I hereby certify that the information in this Project Information Sheet is true and correct in all material respects, and I understand that the Dormitory Authority of State of New York and other entities that may be involved in the grant process are relying on this information in the course of the reviews that are required under Federal and State law.

Please sign and return these documents to DASNY at grants@dusny.org. Please send them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.



 Signature of Authorized Officer

8/25/22

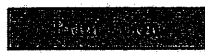
 Date

Thomas Hindert

 Print Name

Undersecretary

 Title



CHAIR
INVESTIGATIONS AND GOVERNMENT OPERATIONS

COMMITTEES
CORPORATIONS, AUTHORITIES AND COMMISSIONS
FINANCE
JUDICIARY
LABOR
TRANSPORTATION



SENATOR
JAMES SKOUFIS
39TH SENATORIAL DISTRICT
STATE OF NEW YORK

ALBANY OFFICE:
ROOM 815
LEGISLATIVE OFFICE BUILDING
ALBANY, NY 12247
OFFICE: 518-455-3290

DISTRICT OFFICE:
47 GRAND STREET
NEWBURGH, NY 12550
OFFICE: 845-567-1270

NORTH ROCKLAND OFFICE:
55 WEST RAILROAD AVENUE
SUITE 24A2
CARNERVILLE, NY 10923
OFFICE: 845-786-6710

e-mail:
skoufis@nysenate.gov

April 28, 2022

Kevin J McConville
Sheriff
Putnam County Sheriff's Office
3 County Center
Carmel, NY 10512

Dear Sheriff McConville,

Enclosed please find the "State and Municipal Facilities Capital Program (SAM) Project Information Sheet" for the Putnam County Sheriff's Office grant in the amount of \$50,000. These funds are for costs associated with the purchase of equipment, to include a license plate reader system, crime scene camera system, computers, a printer/copier/scanner and an alarm enhancement at the Phillipstown substation. Please return the completed project information sheet by June 15, 2022.

Once we have received the completed project information sheet, we will submit it to New York State Senate Finance. Senate Finance will submit the sheet to the Dormitory Authority of the State of New York (DASNY), who will send you a due diligence package to complete, with a request for specific documentation. As the grant moves through DASNY, it will receive a formal project identification number and move through multiple "desk" audits to make sure all project details are ready for the approval phase. It will then move to the Division of Budget for approval. Once DASNY is notified that the grant has received all the necessary governmental approvals, two copies of the Grant Disbursement Agreement (GDA) will be sent to you. The GDA is the contract between DASNY and the grantee.

It is important to note that, while purchases made during the review process are eligible for reimbursement upon completion of the grant's review, advancing with the project prior to a GDA and final approval is done at your own risk. At a minimum, I strongly recommend no purchases be made with the anticipated funding until the project has received a formal identification number from DASNY. Please be advised that the full review is a lengthy process, often taking up to 18 months from start to end; my office and I will move to expedite the funding as quickly as possible.

If you ever need any status updates, have any questions or need any assistance throughout the grant process, please do not hesitate to contact Christine Rodriguez, my Senior Grants Specialist, at (845) 567-1270. Thank you for your cooperation and patience as well as your partnership on behalf of those we serve.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Skoufis', written over a white background.

James Skoufis
Senator, 39th District

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and are made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASN"):

515 Broadway
Albany, New York 12207
Contact: Karen Hunter
Phone: (518) 257-3177
E-mail: grants@dasny.org

THE GRANTEE:

County of Putnam
40 Gleneida Avenue
Carmel, New York 10512
Contact: Thomas Lindert
Phone: 8452251460
Email:
Thomas.Lindert@putnamcountyny.gov

THE PROJECT:

Purchase of Equipment for the Sheriff's Office

PROJECT LOCATION(S):

ADDRESS:

Philipstown Sub-Station

276 Route 301, Nelsonville, New York
10516, United States

Putnam County Sheriff's Department

3 County Center, Carmel, New York 10512,
United States

Route 9 & Tree Line Circle

GRANT AMOUNT:

\$50,000.00

FUNDING SOURCE:

State and Municipal Facilities
Program("SAM")

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

6/7/2022

EXPIRATION DATE OF THIS AGREEMENT:

3 YEARS FROM DASN EXECUTION DATE

**Project ID: 25075
Grantee ID: 3018
FMS#: 135249**

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

- iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
 - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

County of Putnam
Purchase of Equipment for the Sheriff's Office
Project ID: 25075

This agreement is entered into as of the latest date written below:

GRANTEE: County of Putnam

DocuSigned by:

042D9E10102D4D3...


(Signature of Grantee Authorized Officer)

Kevin Byrne Putnam County Executive

(Printed Name and Title)

Date: 3/24/2023

DORMITORY AUTHORITY OF THE STATE OF NEW YORK



DocuSigned by:

0289CBED95074D5...

(Signature of DASNY Authorized Officer)

Sara Richards Senior Director, Grants

(Printed Name)

Date: 4/13/2023

DASNY OFFICE USE ONLY			
GRANTS ADMIN REVIEW		FINAL LEGAL REVIEW	
APPROVED FOR LEGAL REVIEW:		APPROVED FOR SIGNATURE:	
DATE:	4/5/2023	DATE:	4/5/2023

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

County of Putnam
 Purchase of Equipment for the Sheriff's Office
 Project ID: 25075

USE OF FUNDS	TIMELINE		SOURCES			Total
	Anticipated Dates**		DASNY Share	In-Kind / Equity / Sponsor	Other Sources	
	Start	End	Amount	Amount	Amount	
Purchase of Equipment for the Sheriff's Office	09/01/2022	09/01/2023	\$50,000.00			\$50,000.00

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure all Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

Re: *State and Municipal Facilities Program ("SAM") Grant
Purchase of Equipment for the Sheriff's Office
Project ID: 25075*

Ladies and Gentlemen:

I have acted as counsel to County of Putnam (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

x By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

DocuSigned by:

1AF747634F1543E..

C. Compton Spain

Putnam County Attorney

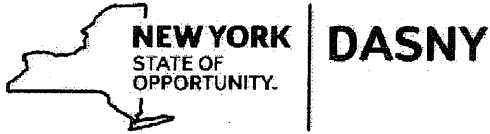
Approved – Legal Opinion attached

***Instructions – Grantee's Attorney will choose appropriate response . If "Approved as to form" is checked, the Attorney will DocuSign form. If "Approved – Legal Opinion attached" is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

- 1) You are acknowledging the following regarding the included Grantee Questionnaire:
 - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
 - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.



DASNY OFFICE USE ONLY	
GQ Review	
DS SR	9/9/2022

**Grant Programs
Municipal Grantee Questionnaire**

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

- 1. Grantee (Legally Inc. Name): County of Putnam
- 2. Federal Employer ID No. (FEIN): 146002759
- 3. Website Address: www.putnamcountyny.gov
- 4. Business E-mail Address: thomas.lindert@putnamcountyny.gov
- 5. Principal Place of Business Address: 3 County Center, Carmel, NY 10512
- 6. Telephone Number: 845-225-1460
- 7. Type of Entity (Please select appropriate response):

- a) County
- b) City
- c) Town
- d) Village
- e) Public Benefit Corporation
- f) Fire District
- g) School District
- h) Soil or Water Conservation District
- i) Community College
- j) Public Library
- k) BOCES
- l) Other Please Specify: _____

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Municipal Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership of a Related Party.
2. "Authorized Officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.
3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.
4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
5. "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.
6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes No
- If answer is "Yes", Please explain:

2. Has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors to provide goods or services in connection with any Grant-Funded Project as a condition of receiving a Grant? Yes No x

If answer is "Yes", Please explain:

3. Does the Grantee have a conflict of interest policy? Yes x No

- a) If "Yes", will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's conflict of interest policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee's conflict of interest policy? Yes No x

If answer is "No", Please explain:

Outside vendor used from Putnam County Purchasing Department Contract.

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No x

If the answer is "Yes", please provide details:

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? *Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.* Yes x No

If the answer is "No", will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant-Funded Project? If the answer is "No", please explain: Yes No

2. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:
- a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes No x
 - b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No x
 - c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No x
 - d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No x
 - e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes No x
 - f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No x
 - g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency? Yes No x

- h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct? Yes No x
- i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease? Yes No x
- j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation? Yes No x
- k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee? Yes No x
- l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No x
- m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws? Yes No x
- n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
 - Unemployment insurance or workers' compensation coverage or claim requirements Yes No x
 - A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? Yes No x

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? Yes No x
- If "Yes", indicate the years the Grantee fails to file the requested information and the current status of the matter:

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No

If "Yes", please provide details and what has been done to rectify the weakness or non-compliance(s). If a Corrective Action Plan was required, please provide details:

CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by:
MaryEllen Odell
200D03BE1D0E4DE

Signature of Authorized Officer

DocuSigned by:
Jennifer Bumgarner
C8C5020064EE4AA

Signature of Authorized Officer

MaryEllen Odell

Printed Name of Authorized Officer

Jennifer Bumgarner

Printed Name of Authorized Officer

County Executive

Title of Authorized Officer

County Attorney

Title of Authorized Officer

9/7/2022

Date Signed

9/8/2022

Date Signed

EXHIBIT D: Disbursement Terms

County of Putnam
Purchase of Equipment for the Sheriff's Office
Project ID: 25075

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

County of Putnam
 Purchase of Equipment for the Sheriff's Office
 Project ID: 25075

<p>For Office Use Only:</p> <p>FMS#: 135249</p>

Payment Request #

For work completed between [REDACTED] and [REDACTED]

THIS REQUEST:

A: DASNY SHARE*	B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$ 50,000.00			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the County of Putnam, for Project #25075.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request [REDACTED] attached hereto in the amount of [REDACTED] for which County of Putnam, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and County of Putnam (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of County of Putnam. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**
 - Readable copies of both front and back of canceled checks.
 - Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - Other:

Authorized Officer Signature: _____ Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____ Date: _____

Print Name: _____

Title: _____

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant
Purchase of Equipment for the Sheriff's Office
Project No. 25075*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
<u>OR</u>	
2) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: ACCOUNT NAME: _____ ABA #:
<u>OR</u>	

3) We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at () _____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

County of Putnam
 Purchase of Equipment for the Sheriff's Office
 Project ID: 25075

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer ("AAO")

Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise ("MBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise (“WBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.


Envelope Details

Envelope Id: AE59436551F64BAB923575641EC23273	Status: Completed
Subject: 25075 County of Putnam - DASNY Grant Disbursement Agreement - Signature Required	
Grantee ID:	
Project ID: 25075	
Source Envelope:	
Document Pages: 32	Signatures: 3
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Tammy Knott
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	515 Broadway
	Albany, NY 12207
	tknott@dasny.org
	IP Address: 144.121.77.34


Received Envelope

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3/17/2023 10:34:11 AM	tknott@dasny.org	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: Dormitory Authority - State of New York	Location: DocuSign

Signatures

Signature	Timestamp
Kevin Byrne Kevin.Byrne@putnamcountyny.gov Putnam County Executive Security Level: Email, Account Authentication (None)	 DocuSigned by: 642D9E16182D4D3... Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.19.7
	Sent: 3/17/2023 10:37:05 AM Viewed: 3/24/2023 10:37:02 AM Signed: 3/24/2023 10:37:50 AM


Electronic Record and Signature Disclosure:
 Accepted: 3/24/2023 10:37:02 AM
 ID: d62c9829-63cf-49ab-890f-777808bc4057

C. Compton Spain compton.spain@putnamcountyny.gov Putnam County Attorney Security Level: Email, Account Authentication (None)	 DocuSigned by: C. Compton Spain 1AF747834F1543E... Signature Adoption: Pre-selected Style Using IP Address: 155.190.19.5	Sent: 3/24/2023 10:37:53 AM Resent: 4/4/2023 2:00:02 PM Viewed: 4/4/2023 3:43:24 PM Signed: 4/4/2023 3:43:52 PM
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Electronic Record and Signature Disclosure:
 Accepted: 3/24/2023 12:09:54 PM
 ID: f69a78d8-f194-45ed-8fd4-1355c9647e9d

Tammy Knott tknott@dasny.org Grant Administrator DASNY Security Level: Email, Account Authentication (None)	 DS Signature Adoption: Pre-selected Style Using IP Address: 144.121.77.34	Sent: 4/4/2023 3:43:54 PM Viewed: 4/5/2023 9:52:58 AM Signed: 4/5/2023 9:54:16 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Fred W Clark FWClark@dasny.org Managing Assistant Counsel DASNY Signing Group: DASNY Legal Reviewers Security Level: Email, Account Authentication (None)	 DS Signature Adoption: Pre-selected Style Using IP Address: 144.121.77.34	Sent: 4/5/2023 9:54:18 AM Viewed: 4/5/2023 10:41:27 AM Signed: 4/5/2023 10:42:24 AM
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Sara Richards
srichard@dasny.org
Senior Director, Grants
DASNY

DocuSigned by:
Sara Richards
0289CBED95674D5...

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Viewed: 4/13/2023 2:38:07 PM
Signed: 4/13/2023 2:38:28 PM

Signing Group: DASNY Authorized Officers
Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 144.121.77.34

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Reasons for Events Signature Timestamp

Event Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Immediate Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Accounts Payable
apgrants@dasny.org
Security Level: Email, Account Authentication (None)

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Grants Staff
grants@dasny.org
Grants Admin Staff
DASNY

COPIED

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Security Level: Email, Account Authentication (None)

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Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	4/4/2023 2:00:01 PM
Envelope Updated	Security Checked	4/4/2023 2:00:01 PM
Envelope Updated	Security Checked	4/4/2023 2:00:01 PM
Certified Delivered	Security Checked	4/13/2023 2:38:07 PM
Signing Complete	Security Checked	4/13/2023 2:38:28 PM
Completed	Security Checked	4/13/2023 2:38:31 PM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dormitory Authority - State of New York:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dasnyinfo@dasny.org

To advise Dormitory Authority - State of New York of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dasnyinfo@dasny.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dormitory Authority - State of New York

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dormitory Authority - State of New York

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dormitory Authority - State of New York as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dormitory Authority - State of New York during the course of your relationship with Dormitory Authority - State of New York.

**COUNTY OF PUTNAM
FUND TRANSFER REQUEST**

*Cerall
Pat
A+A*

*Reso
Approval
#9*

TO: Commissioner of Finance
FROM: Sheriff Kevin J. McConville
DEPT: Sheriff
DATE: June 13, 2023

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10311000.51093 (Sheriff Admin: Overtime)	10311000.51092 (Sheriff Admin: Comp Payout)	\$10,000.00	To cover projected future comp payout requests for 2023
17004000.51093 (Sheriff Patrol Bicycle: Overtime)	10311000.51092 (Sheriff Admin: Comp Payout)	\$10,000.00	To cover projected future comp payout requests for 2023
17002000.51093 (Sheriff-Ptl. Weight Enf.: Overtime)	10311000.51092 (Sheriff Admin: Comp Payout)	\$10,000.00	To cover projected future comp payout requests for 2023
17311000.51093 (Sheriff Patrol: Overtime)	10311000.51092 (Sheriff Admin: Comp Payout)	\$35,000.00	To cover projected future comp payout requests for 2023
Total		\$65,000.00	

2023 Fiscal Impact \$ 0
2024 Fiscal Impact \$ 0

Department Head Signature/Designee

2023 JUN 14 PM 4:52
LEGISLATURE
PUTNAM COUNTY
CARMEL, IN

AUTHORIZATION: (Electronic signatures)

Date Commissioner of Finance/Designee: Initiated 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

037746

PUTNAM COUNTY SHERIFF'S DEPARTMENT

INTER-OFFICE MEMORANDUM

DATE: June 13, 2023

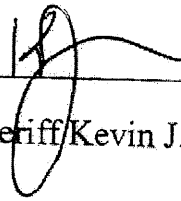
TO: Sheriff Kevin J. McConville
Attn: Undersheriff Thomas H. Lindert

FROM: Kristin Van Tassel

SUBJECT: FUNDS TRANSFER: OVERTIME to COMP PAYOUT

The 2023 Comp Payout budget line is at 66.14% usage. To date, of the \$100,000 budgeted, \$66,136.68 has been utilized, leaving \$33,863.32 available. The county is currently at 11 out of 26 pay periods for 2023, or 42.3% of the year. I am requesting the below fund transfers be approved to assist in covering projected comp payouts for the remainder of 2023. Please keep in mind this is a projected figure due to the nature of the intended use.

<u>FROM</u>	<u>TO</u>		
10311000.51093 (Sheriff Admin: Overtime) Current Available Bal: \$18,481.98 out of \$19,508	10311000.51092 (Sheriff Admin: Comp Payout)	\$10,000.00	To cover projected future comp payout requests for 2023
17004000.51093 (Sheriff Patrol Bicycle: Overtime) Current Available Bal: \$20,000 out of \$20,000	10311000.51092 (Sheriff Admin: Comp Payout)	\$10,000.00	To cover projected future comp payout requests for 2023
17002000.51093 (Sheriff Ptl. Weight Enf.: Overtime) Current Available Bal: \$14,253.35 out of \$15,000	10311000.51092 (Sheriff Admin: Comp Payout)	\$10,000.00	To cover projected future comp payout requests for 2023
17311000.51093 (Sheriff Patrol: Overtime) Current Available Bal: \$563,383.17 out of \$675,000	10311000.51092 (Sheriff Admin: Comp Payout)	\$35,000.00	To cover projected future comp payout requests for 2023
	Total	\$65,000.00	

APPROVED:  June 13, 2023
Sheriff Kevin J. McConville

23T146



KEVIN J. MCCONVILLE
SHERIFF

PUTNAM COUNTY
OFFICE OF THE SHERIFF
AND
CORRECTIONAL FACILITY
THREE COUNTY CENTER
CARMEL, NEW YORK 10512
845-225-4300



THOMAS H. LINDERT
UNDERSHERIFF

Protective 6/20 CC: All
FYI #10

MEMORANDUM

TO: Ginny Nacerino, Chairwoman
Protective Service Committee

FROM: Kevin McConville
Sheriff

RE: Certification

DATE: June 15, 2023

2023 JUN 15 PM 2:13
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

I respectfully request the attached letter from the Division of Criminal Justice Services, be place on the June 20th, Protective Service Committee meeting as an FYI. The Letter states that the Putnam County Sheriff's Office has been approved and granted certification through 2027.

Thank you for your consideration.



Division of Criminal
Justice Services

June 14, 2023

Sheriff Kevin McConville
Putnam County Sheriff's Office
3 County Center
Carmel, NY 10512

Dear Sheriff Kevin McConville,

The Division of Criminal Justice Services (Division), Office of Public Safety, is responsible for the administration of the Mandatory Certification Program on behalf of the Law Enforcement Accreditation Council (Council). Covered law enforcement agencies must comply with mandatory hiring practices and reporting requirements pursuant to Executive Law (EXC) §846-h (1)(d).

The Division is pleased to confirm that on **6/8/2023**, the Council voted to approve and grant your agency's certification in accordance with the Mandatory Certification Program. Your agency's certification is valid through **2027**.

Maintaining compliance to ensure your agency is eligible for recertification with the Mandatory Certification Program requires regular effort and should remain a priority. Division staff is committed to assisting your agency to ensure your success in maintaining certification.

Agencies can expect to receive the initial correspondence regarding your recertification approximately six months prior to your expiration date. Please do not hesitate to contact me with any questions or concerns. I can be reached by phone at (518) 485-1417, or by email at gabriele.marruso@dcjs.ny.gov.

Sincerely,

A handwritten signature in cursive script that reads "Gabe Marruso Jr.".

Gabe Marruso
Criminal Justice Program Specialist 2
Office of Public Safety