THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue Carmel, New York 10512

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



Nancy Montgomery	Dist. I
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

Thursday 6:00p.m. September 12, 2024
(The Rules, Enactments & Intergovernmental Relations Meeting will Immediately Follow)

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Acceptance/ Protective Services Meeting Minutes/ June 18, July 23, & August 13, 2024
- 4. Approval/ Budgetary Amendment 24A082/ Maintenance Fees from Town of Kent and Villages of Cold Spring and Brewster Access Software from the Computer Aided Dispatch (CAD)/ Records Management System (RMS)/ Sheriff Kevin McConville
- 5. FYI/ Fund Transfer 24T273/ Funds for Dispatch Backup Center for Four (4) PowerPhone Licenses/ Commissioner Bureau of Emergency Services Robert Lipton
- 6. Update/ P. C. Radio Project/ IT/GIS Director Lannon and Bureau of Emergency Services Robert Lipton
- 7. Update/ Putnam County Rescue Task Force
- 8. Other Business
- 9. Adjournment

Protective 4/2/24 # 3

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

Members: Chairwoman Nacerino, Legislators Addonizio & Sayegh

Monday

6:00PM

June 18, 2024

The meeting was called to order at 6:01pm by Chairwoman Nacerino who requested Legislative Counsel Robert Firriolo lead in the pledge of allegiance. Upon roll call, Chairwoman Nacerino and Legislator Addonizio were present. Legislator Sayegh was absent.

Item #3 - Acceptance/ Protective Services Meeting Minutes/ May 21, 2024

Chairwoman Nacerino stated the minutes were accepted as submitted.

Item #4 - Approval/ Budgetary Amendment 24A050/ Reimbursement from Farmers

Chairwoman Nacerino explained that this is insurance money that has come into the Sheriff's Department. She stated that there is an insurance check of \$23,435.01 from Allstate, a check for Sheriff's BCI recoveries of \$1,044.95, and a Sheriff's Narcotics department check for \$1,827.76. The total amount is \$26,307.72. This money has been appropriated accordingly.

Legislator Nacerino made a motion to approve Budgetary Amendment 24A050 – Reimbursement from Farmers; Seconded by Legislator Addonizio. All in favor.

Item #5 – Approval/ Budgetary Amendment 24A053/ Required to Adjust Federal Aid Allocated for Stop-DWI HVEC (High Visibility Engagement Campaign)/ Director of Probation John Osterhout

Chairwoman Nacerino explained this \$7,500 of incoming money is in addition to what was already allocated in the amount of \$24,000 during the grant cycle of September 2023-September 2024.

Director of Probation John Osterhout clarified that the money has not been sent to the County yet, but it will be sent as they expend the funds. He explained that they have arranged for extra DWI patrols; as the police agencies do that, they are reimbursed through these grant funds.

Chairwoman Nacerino requested an explanation of the High Visibility Engagement Campaign for the record.

Director of Probation John Osterhout stated that every year, the County receives a grant through the Stop-DWI foundation. He explained that this is a State-wide grant that is allocated to counties based on their population size and the amount of money they used last year. He stated that his department is glad to have gotten \$24,000 this year, but they have already come close to

spending that \$24,000 and they are not close to the end of the grant cycle yet. He stated that he asked for an additional \$10,000 and they have received \$7,500. He stated hopefully this will allow the County to put some extra patrols out this summer. The Probation Department will be working with Carmel Police, Kent Police, and the Sheriff's Department to set up these extra patrols.

Chairwoman Nacerino made a motion to approve Budgetary Amendment 24A053/ Required to Adjust Federal Aid Allocated for Stop-DWI HVEC (High Visibility Engagement Campaign)/ Director of Probation John Osterhout; Seconded by Legislator Addonizio. All in favor.

Item #6 – Approval/ Budgetary Amendment 24A054/ Use of Federally Seized Asset Forfeiture Funds/ Purchase Computers for Bureau of Criminal Investigation

Captain James Schepperly explained that the computer labs used for cases pertaining to pornography and child pornography are overwhelmed. He explained that these computers are sealed off from the rest of the Department. He also stated that they need to be replaced, as they require a lot of storage.

Chairwoman Nacerino stated that this was a request in the amount of \$74,712.33. She also clarified that this purchase would not be using taxpayer money.

Captain Schepperly stated that this is a portion of money received from seized assets in a State narcotics case from several years ago.

Legislator Ellner commented on the size of the computers, stating that their storage capacity is huge.

Chairwoman Nacerino made a motion to approve Budgetary Amendment 24054/ Use of Federally Seized Asset Forfeiture Funds/ Purchase Computers for Bureau of Criminal Investigation; Seconded by Legislator Addonizio. All in favor.

Item #7 – Approval/ Budgetary Amendment 24A055/ Use of Federally Seized Asset Forfeiture Funds/ Purchase Crime Scene Camera Equipment and Laser Scanner for Bureau of Criminal Investigation/ Sheriff Kevin McConville

Chairwoman Nacerino stated that this is in the amount of \$100,379.07.

Captain Schepperly stated the Sheriff's Department is looking to purchase a piece of equipment called FARO, a 360-degree crime scene camera that can plot 3D models of crime scenes, recreating the area and evidence present. He stated the use of this camera negates the need to go out and measure/diagram manually.

Chairwoman Nacerino stated that this is amazing technology.

Captain Schepperly mentioned that the State police use this technology to plot scenes of fatal accidents.

Legislator Addonizio asked if there is special training required to use the FARO technology.

Captain Schepperly stated that there will be some, although it is not overly technical; the user will just have to learn its capabilities. He stated it will be used specifically by the investigators in the Crime Scene Unit.

Legislator Crowley questioned if the Sheriff's Department is reinstating the accident reconstruction unit as well.

Captain Schepperly stated the accident reconstruction unit has not yet been reinstated, as it would require a lot of funding and they would need the interested personnel. He stated that they had reactivated the weight/scales unit this year, but not the accident reconstruction unit.

Legislator Crowley asked if the Sheriff's Department would be using the FARO technology for accident reconstruction.

Captain Schepperly stated they are not anticipating using it at fatal accidents because the State Police would come out and generate the entire report, and it is then sent to the State for review. He further explained that when their fatal reports come back, they have peer reviews with them. He explained that the State Police will handle serious fatal accidents.

Legislator Montgomery pointed out that it is stated in the backup material that there would be a licensing fee attached to the FARO product. She questioned if this is an annual fee and what the fee is.

Captain Schepperly stated he does not currently have that information in front of him.

Legislator Montgomery stated that she loves that this technology is being used in criminal narcotics investigations. She stated that when families lose a loved one to the opioid epidemic, one of the major frustrations is that they are never able to catch the dealer.

Chairwoman Nacerino requested the cost of the licensing fee be provided prior to the June 24, 2024 Audit & Administration Committee Meeting.

County Auditor Michele Sharkey clarified that there is a three-year licensing period.

Legislator Crowley asked if there is a procedure in place for how long the department has to store this footage.

Captain Schepperly stated that a is determined by the investigation and what the use is. He stated they often have to hold on to evidence for a years. He explained that the Sheriff's Department currently stores digital evidence, such as footage from the body cameras, in their evidence security areas. He stated there is a retention schedule that is followed when evidence is secured.

Legislator Crowley requested to see that retention schedule.

Chairwoman Nacerino made a motion to approve Budgetary Amendment 24A055/ Use of Federally Seized Asset Forfeiture Funds/ Purchase Crime Scene Camera Equipment and Laser Scanner for Bureau of Criminal Investigation/ Sheriff Kevin McConville; Seconded by Legislator Addonizio. All in favor.

Item #8 – Approval/ Budgetary Amendment 24A056/ Use of Federally Seized Asset Forfeiture Funds/ Purchase Cameras and Accessories for Narcotics Division/ Sheriff Kevin McConville

Captain Schepperly stated that this is to provide the Narcotic Unit the opportunity to install pole cameras, a tool frequently used in narcotic investigations to temporarily see what is going on.

Legislator Montgomery questioned if the backup material is the same for both agenda items #7 and #8.

Chairwoman Nacerino explained that they are the same backup but for two different departments.

Legislator Ellner asked if this would create a situation in which there is much more review for the District Attorney, due to all the stored footage from the cameras that has to be reviewed.

Captain Schepperly stated only the relevant footage would be examined and not all footage is saved. He stated the equipment has significant storage capacity. He stated any unnecessary footage will be removed and this is done in consultation with the District Attorney following extensive protocol.

Legislator Crowley asked for clarification on whether this increased footage will lead to an impact in the procedure of reviewing footage.

Captain Schepperly stated that when the police make an arrest, they attach a written report, any written documentation, as well as the body-worn camera and the in-car camera footage.

Legislator Ellner stated that he just wants to make sure they are not making more work for the District Attorney's office in this endeavor.

Legislator Crowley stated she wants to make sure that the County has the staff capacity to handle a potential drastic increase in footage to be reviewed.

Legislator Montgomery asked if there is any sharing of equipment between the County and municipal law enforcement agencies.

Captain Schepperly stated that the Sheriff's Department will sometimes share data but rarely share equipment like this. He stated if a municipality needs the use of the equipment, typically

they would call the County and the Sheriff's Department would come out and conduct proper usage of the equipment.

Legislator Montgomery questioned if the County would get called in to conduct an investigation if there was a narcotics arrest in the Village of Cold Spring.

Captain Schepperly explained that Cold Spring's police would make the initial arrest and then the County would get called to handle the processing and the evidence.

Chairwoman Nacerino motioned to approve Budgetary Amendment 24A056/ Use of Federally Seized Asset Forfeiture Funds/ Purchase Cameras and Accessories for Narcotics Division/ Sheriff Kevin McConville; Seconded by Legislator Addonizio. All in favor.

Item #9 – Approval/ Budgetary Amendment 24A057/ Additional Revenue for Sheriff Response Team (SRT)/ Sheriff Kevin McConville

Chairwoman Nacerino explained that this is incoming money in the amount of \$15,709.

Legislator Crowley stated that this new fund transfer request is increasing the outside services overtime line by \$15,709, however the voucher sent to finance is for \$27,708.74. She explained that an additional \$11,999.74 that was discussed at the April meeting was transferred by Budgetary Amendment 24A030 in the amount of \$42,156 for rescue equipment. She stated that this is another \$27,708 for a grand total of \$69,864 from the grant.

Captain Schepperly stated that these are different grants with three-year lifecycles. He stated they are not dead until you have used the money and can even extend them into a fourth year by request. He stated that this is the first quarter billing for SRT (Sheriff Response Team) related expenses. He stated that it was submitted to the State who then reviewed and signed off on it as an appropriate use and the State then sent a check to the County. He explained that in the past, they have generally done those filings late in October. He explained that the Sheriff's Department did these filings earlier this year so that they could get funds back earlier, knowing they had more SRT training to do than expected. He stated that it is State money that has been sitting in the 2022 grant, not used yet, that has come in and partially supported some of the SRT training that has been done thus far.

Chairwoman Nacerino stated that the request before the Legislature is not for the things Captain Schepperly is speaking of, but just for overtime and FICA in the amount of \$15,709.

Legislator Crowley stated that these are all SHSP (State Homeland Security Program) Grants. Though they are different, the County is still paying money even though it has outstanding balances. She explained that the County is spending money on a new team when ERT still exists. She stated that the County is taking money out of a grant that was written for something completely different. She further stated that the County is essentially defunding other departments and she finds this atrocious.

Chairwoman Nacerino stated that tonight, the Legislature is only considering the agenda item at hand, the \$15,709 for overtime and FICA.

Chairwoman Nacerino motioned to approve Budgetary Amendment 24A057/ Additional Revenue for Sheriff Response Team (SRT)/ Sheriff Kevin McConville; Seconded by Legislator Addonizio. All in favor.

Item #10 – Approval/ Grant Application – FY204 Emergency Management Performance Grant (EMPG)/ Commissioner Bureau of Emergency Services Robert Lipton

Chairwoman Nacerino explained that this is an emergency management grant application that was due on the 11th of June, so it is technically past due. She asked Deputy Commissioner of the Bureau of Emergency Services Ralph Falloon how the procedure works for past due grant applications.

Deputy Commissioner of the Bureau of Emergency Services Ralph Falloon stated that these are reoccurring, and the state was behind and had put them out on short notices, so the Bureau of Emergency Services struggled to get them in on time.

Chairwoman Nacerino stated that this is in the amount of \$39,382. She also explained that 50% of matching funds are required and will be used to offset salaries.

Deputy Commissioner of the Bureau of Emergency Services Ralph Falloon added that the Bureau of Emergency Services is going to use this for the Commissioner's salary.

Chairwoman Nacerino motioned Approval/ Grant Application FY204 Emergency Management Performance Grant (EMPG)/ Commissioner Bureau of Emergency Services Robert Lipton; seconded by Legislator Addonizio. All in favor.

Item #11 – FYI/ Grant Application – FY2024 State Homeland Security Program (SHSP)/ Commissioner Bureau of Emergency Services Robert Lipton

Deputy Commissioner of the Bureau of Emergency Services Ralph Falloon stated that this application comes out every year. The Bureau of Emergency Services applies but does not know how much funding they will receive. He stated that in the previous year, they had received \$234,731, so they hope to receive a similar amount.

Chairwoman Nacerino asked if they intend to use this funding for equipment and supplies.

Deputy Commissioner of the Bureau of Emergency Services Ralph Falloon stated yes, they will use it for equipment and supplies, and that 35% of this funding goes towards law enforcement.

Item #12 – FYI/ Grant Application – FY2023 Domestic Terrorism Prevention Grant/ Commissioner Bureau of Emergency Services Robert Lipton

Deputy Commissioner of the Bureau of Emergency Services Ralph Falloon stated that last year they had received \$172,000, and they hope for at least that amount.

Item #13 - Adjournment

There being no further business at 6:31pm Chairwoman Nacerino made a motion to adjourn; Seconded by Legislator Addonizio. All in favor

Respectfully submitted by Owen Lennon, PILOT Intern.

Malay Protective

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

(Mtg. Rescheduled Due to Power Outage on 7-17-2024)

Members: Chairwoman Nacerino, Legislators Addonizio & Sayegh

Tuesday

July 23, 2024

The meeting was called to order at 8:47pm by Chairwoman Nacerino who explained it was necessary to reschedule this meeting from July 17, 2024, to July 23, 2024, due to a power outage caused by a severe rainstorm that pasted through the area. She requested Legislator Sayegh lead in the pledge of allegiance. Upon roll call, Chairwoman Nacerino and Legislators Addonizio and Sayegh were present.

Item #3 – Approval/ Budgetary Amendment 24A051/ Dept. Social Services Request - Reclassify Revenue and Expenses Related to the Domestic Terrorism Prevention Grant / Commissioner Department of Social Services, Mental Health & Youth Bureau Sara Servadio

Chairwoman Nacerino stated it is her understanding this is a housekeeping detail. She stated the request is to move the funding into the appropriate budget line.

Legislator Crowley requested clarification as to whether this was caused by not following the Procurement Policy.

Undersheriff Lindert stated that is not the case. He stated the funds were in the wrong budget line, which was preventing the Sheriff's Department from drawing the funds as needed.

Legislator Crowley stated each year there are plans that go with this. She stated so each year the County will have to pay into this, and she believes the amounts range from \$5,000 to \$12,000 to \$29,000.

Undersheriff Lindert stated he is not sure of the yearly costs related to this. He stated there is an annual fee, but he does not have that information with him.

Legislator Crowley requested that he provide that information to the Legislature.

Chairwoman Nacerino stated that information can be provided, as requested. She clarified what the Committee is considering is a budgetary amendment request that will put funds into the correct budget line.

Chairwoman Nacerino made a motion to Approve Budgetary Amendment 24A051/ Dept. Social Services Request - Reclassify Revenue and Expenses Related to the Domestic Terrorism Prevention Grant; Seconded by Legislator Sayegh. All in favor.

Item #4 – Approval/ Budgetary Amendment 24A066/ Donation from Green Chimneys Children's Services Inc. To be used at the Sheriff's Department Discretion toward the K9 Program/ Sheriff Kevin McConville

Undersheriff Thomas Lindert stated this is a donation from Green Chimneys in support of the Sheriff's K9 Programs.

Legislator Nacerino made a motion to approve Budgetary Amendment 24A066/ Donation from Green Chimneys Children's Services Inc. To be used at the Sheriff's Department Discretion toward the K9 Program; Seconded by Legislator Addonizio. All in favor.

Item #5 – Approval/ Budgetary Amendment 24A067/ Reimbursement of April 14, 2024, Overtime from NYS Stop-DWI Foundation Inc. for Drug Recognition Callouts (DRE)/ Sheriff Kevin McConville

Chairwoman Nacerino made a motion to approve Budgetary Amendment 24A067/ Reimbursement of April 14, 2024, Overtime from NYS Stop-DWI Foundation Inc. for Drug Recognition Callouts (DRE); Seconded by Legislator Sayegh. All in favor.

Item #6 – Approval/ Budgetary Amendment 24A071/ Funds from NYS Division of Criminal Justice Services- Law Enforcement Technology Program/ Sheriff Kevin McConville

Undersheriff Thomas Lindert stated the funds will be used to purchase equipment: Tethered Drone, a 2-Lane License Place Reader (LPR), and replace some of the Sheriff's Vehicle computers and printers.

Legislator Montgomery stated in the backup with the reference of the LPR it states it will be installed in a high crime area. She questioned if a location has been determined.

Undersheriff Thomas Lindert stated there are approximately four (4) potential locations they are considering. He stated they will make the decision on which location, based on the time that the LPR is received.

Legislator Montgomery questioned if the Sheriff's Department will come to the Legislature to address the need for three (3) other LPRs.

Undersheriff Thomas Lindert stated they will.

Chairwoman Nacerino made a motion to approve Budgetary Amendment 24A071/ Funds from NYS Division of Criminal Justice Services- Law Enforcement Technology Program; Seconded by Legislator Sayegh. All in favor.

Item #7 – Approval/ Authorization for Intermunicipal Agreement with Westchester County to Effectuate the Installation of Mobile Radios for the Police Departments Participating in a Mutual Aid and Rapid Response Plan/ Sheriff Kevin McConville

Legislator Montgomery questioned if this has anything to do with the County's Radio Project.

Chairwoman Nacerino confirmed it does not. She read from the backup.

Undersheriff Thomas Lindert stated these radios would be strictly used for the Sheriff's Department to use for ground talk with Westchester County.

Legislator Crowley questioned when the Two Trunk System is finally fully operational, will these radios still be applicable.

Undersheriff Thomas Lindert stated he believes they will still be applicable. He stated ground operations is car to base and base to car.

Chairwoman Nacerino facilitated brief discussion regarding the channels that would be available with the County's Radio Project, and the need to purchase additional channels and the availability and lack of availability of said channels.

Legislator Montgomery requested Chairwoman Nacerino have the Radio Project Chair/and or Committee come to a Protective Services Meeting to provide an update on the Radio Project.

Chairwoman Nacerino confirmed that she will request that Bureau of Emergency Services Commissioner Lipton provide an update on the Radio Project.

Chairwoman Nacerino made a motion to approve Authorization for Intermunicipal Agreement with Westchester County to Effectuate the Installation of Mobile Radios for the Police Departments Participating in a Mutual Aid and Rapid Response Plan; Seconded by Legislator Addonizio. All in favor.

Item #8 – Approval/ Appointments to the PC Emergency Services Safety Advisory Board/ Michael Moculski & Catherine Lewis/ County Executive Kevin Byrne

Chairwoman Nacerino motioned to approve Appointments to the PC Emergency Services Safety Advisory Board/ Michael Moculski & Catherine Lewis; Seconded by Legislator Sayegh. All in favor.

Item #9 - FYI/ 2024 Coroner Cases by Quarter - Duly Noted

Item #10 – Other Business

Chairwoman Nacerino made a motion to Waive the Rules and Approve the Other Business; Seconded by Legislator Sayegh. All in favor.

a.) Approval/ Resolution Advocating Against OSHA Reforms in New York State for Firefighters/ Legislator William Gouldman

Chairwoman Nacerino stated Legislator Gouldman requested this item be placed on the agenda. She stated what is being proposed regarding the Occupational Safey and Health Administration (OSHA) Reforms will result in a negative impact on our volunteer Fire Departments.

Legislator Gouldman stated OSHA is a great organization and he is glad they are trying to improve the safety of fire service in New York State. He stated the volunteers in Putnam County and the surrounding Counties cannot do what this would require. He stated these proposed reforms would require the volunteers to commit an extraordinary amount of time, which they do not have. He stated if this proposed OSHA Reform goes through many of the volunteers will leave their departments, which could result in not having a volunteer Fire Department anymore. He stated it may result in Volunteer Fire Departments closing. He stated then paid Fire Departments will need to come into those communities. He stated that will result in a big financial impact on the communities. He stated another requirement in the proposed OSHA Reform speaks to equipment. He offered an example that Putnam Valley has a Fire Truck that is 20 years old with 8,000 miles on it. He stated it is a perfectly good truck, however the proposed OSHA Reform would require that the truck be replaced, where would they get the funding for a new fire truck. He stated the proposed resolution he brought forward is asking OSHA to allow each municipality to strategize on how best to handle this and not pass their OSHA Reforms yet.

Legislator Crowley stated that she agreed with Legislator Gouldman. She stated the one size fits all approach is just not appropriate for us. She stated potentially it could result in raising property taxes 50%. She stated what the State is proposing is an unfunded mandate.

Chairwoman Nacerino agrees, we cannot afford the financial burden of the unfunded mandate. She stated additionally we hear of the lack of volunteerism and the challenge in the retention of our volunteers. She stated if we lose the volunteers we have that would have a devastating effect on our County and our safety etc. She stated she is in favor of moving this forward. She stated this resolution is requesting more time be given allowing the agencies to give consideration of what is being proposed.

Legislator Sayegh stated OSHA is an agency in place to protect workers, and if they agree to give more time, it will allow the departments to evaluate and determine if they can phase some of this into their departments.

Legislator Gouldman stated he is not saying what is being proposed by OSHA is wrong. He stated it is approximately a 900-page document from OSHA. He stated it will take time for them to review and consider the proposals.

Legislator Montgomery stated she believes the County's Bureau of Emergency Services (BES) could do more in terms of training, to help the volunteer agencies. She stated this opens the conversation that the BES could offer fire department training programs.

Chairwoman Nacerino stated that is why we need the Fire Department Training Center, so training in Putnam County could be offered.

Chairwoman Nacerino made a motion to Approve Resolution Advocating Against OSHA Reforms in New York State for Firefighters; Seconded by Legislator Addonizio. All in favor.

Item #13 - Adjournment

There being no further business at 9:11pm Chairwoman Nacerino made a motion to adjourn; Seconded by Legislator Sayegh. All in favor

Respectfully submitted by Deputy Clerk of the Legislature Diane Trabulsy.

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 (Mtg. Rescheduled Due to Power Outage on 7-17-2024)

Tuesday

July 23, 2024

(To Immediately Follow the 6:00p.m. Physical Svcs. Mtg.)

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Approval/ Budgetary Amendment 24A051/ Dept. Social Services Request Reclassify Revenue and Expenses Related to the Domestic Terrorism Prevention Grant / Commissioner Department of Social Services, Mental Health & Youth Bureau Sara Servadio
- 4. Approval/Budgetary Amendment 24A066/ Donation from Green Chimneys Children's Services Inc. To be used at the Sheriff's Department Discretion toward the K9 Program/ Sheriff Kevin McConville
- 5. Approval/ Budgetary Amendment 24A067/ Reimbursement of April 14, 2024, Overtime from NYS Stop-DWI Foundation Inc. for Drug Recognition Callouts (DRE)/ Sheriff Kevin McConville
- 6. Approval/ Budgetary Amendment 24A071/ Funds from NYS Division of Criminal Justice Services- Law Enforcement Technology Program/ Sheriff Kevin McConville
- 7. Approval/ Authorization for Intermunicipal Agreement with Westchester County to Effectuate the Installation of Mobile Radios for the Police Departments Participating in a Mutual Aid and Rapid Response Plan/ Sheriff Kevin McConville
- 8. Approval/ Appointments to the PC Emergency Services Safety Advisory Board/ Michael Moculski & Catherine Lewis/ County Executive Kevin Byrne
- 9. FYI/ 2024 Coroner Cases by Quarter
- 10. Other Business
- 11. Adjournment

9/12/24

9/12/24

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

Members: Chairwoman Nacerino, Legislators Addonizio & Sayegh

Tuesday

August 13, 2024

The meeting was called to order at 6:46pm by Chairwoman Nacerino who requested Legislator Sayegh lead in the pledge of allegiance. Upon roll call, Chairwoman Nacerino, Legislators Addonizio and Sayegh were present.

Item #3 – Acceptance/ Protective Services Meeting Minutes/ June 18, 2024

Chairwoman Nacerino stated the minutes were accepted as submitted.

Item #4 – Approval/ Fund Transfer 24T223/ Funds for Bureau of Emergency Svcs. (BES) Temporary Line for County Fire Instructors to Train for the Remainder of 2024/ Commissioner of BES Robert Lipton

Chairwoman Nacerino stated this is a request to move \$20,000 from the BES Radio Communications budget line to the Temporary budget line.

Commissioner BES Robert Lipton stated that is correct. He stated the funds would be used to cover the salary of the instructors for the remainder of the year.

Chairwoman Nacerino questioned how many instructors are there.

Commissioner BES Robert Lipton stated he did not have the count off the top of his head. He explained that they pull from a pool of Fire Instructors, County and State. He stated the topic of the class determines what instructor is needed. He stated they are now required to have more Fire Instructors at every class.

Legislator Nacerino made a motion to approve Fund Transfer 24T223/ Funds for Bureau of Emergency Svcs. (BES) Temporary Line for County Fire Instructors to Train for the Remainder of 2024; Seconded by Legislator Addonizio. All in favor.

Item #5 – Update/ Approval/ Request to Create Rescue Task Force/ Commissioner of BES Robert Lipton (Tabled from May 23, 2024 Audit Mtg.)

Chairwoman Nacerino stated there were some outstanding questions related to this item. She stated she did meet with Commission Lipton and reviewed a number of the questions that were raised. She stated there is no Memorandum of Agreement (MOA) needed between the municipalities and the County, the team members will be insured by the respective Departments.

Commissioner of BES Robert Lipton stated they are creating a Rescue Task Force, it will be a County team. He stated said team will include members of the volunteer fire departments and ambulances. He stated the first step is to create the Team. He stated the details to forming the this team are defined under General Municipal Law 209-bb which he quoted from. He spoke to the process. He stated the County has several teams, and they were formed in accordance with General Municipal Law 209-bb also. He stated if there is a call for the Rescue Task Force, the call will come from the Fire Department, and then they can officially respond. He stated for clarification this would be a County team.

Chairwoman Nacerino stated the mission of the Rescue Task Force will be to help the victims, or people in danger at a scene, while law enforcement do their job.

Commissioner of BES Robert Lipton stated that is correct. He stated Law Enforcement will be the first one on a scene. He stated they will stabilize the scene, they will do what they have to do. He stated once the Police Department says the area is safe, then the Rescue Task Force (RTF) can enter and get the victims out. He stated that way the victims can begin to be treated as needed. He stated Mike Cairney, who would be the Captain of the RTF, and who came and spoke to this Committee approximately a year ago and again just in May has a great plan. He spoke to what has begun to be done in regard to communication, and making the volunteer agencies aware of the RTF.

Chairwoman Nacerino stated this is a very important initiative and she gave accolades to Mike Cairney for bringing this initiative forward to the Legislature, back in 2023, and for his continued work on the details. She stated that she is very happy to see this coming to fruition. She spoke to many different scenarios where there would be a need for the RTF. She stated in the continued research of the process and procedure for the formation of the RTF, it was determined that the Legislature needs to hold the Public Hearing. She stated her intent at the conclusion of the discussion of this matter is to move it to the September Full Legislature Meeting, contingent on the Public Hearing, which will be scheduled and held before the September Full Legislature meeting.

Legislator Sayegh questioned who would have the ultimate authority over the scene.

Commissioner of BES Robert Lipton stated it is the Law Enforcement Agency. He stated the RTF will be at the scene to assist and help the Law Enforcement Agency Officers.

Legislator Sayegh confirmed the members of the RTF would arrive at the scene and then wait for instructions from the member(s) of the Law Enforcement Agency.

Commissioner of BES Robert Lipton stated that is correct.

Legislator Crowley stated she is aware the Sheriff's Response Team (SRT) has different levels where an Emergency Response Team (ERT) is standardized throughout the Country. She questioned is there something similar to this for a Rescue Task Force. She also questioned is there a criteria they are working from to determine the number of members etc.

Commissioner of BES Robert Lipton stated that Mike Cairney based the work he has done on a model. He stated for further information and details Mike Cairney would need to address them. He spoke to the work that Mike Cairney has done in the creation of quadrants.

Legislator Crowely questioned if Commissioner Lipton could provide the Legislature with the model.

Commissioner of BES Robert Lipton confirmed that he would provide that information.

Chairwoman Nacerino stated once the full process and the RTF is approved, she will invite Mike Cairney back to give an update and provide the logistics. She stated the last time he was here, in May, he was still in the recruitment stage.

Legislator Sayegh spoke to the importance of communication in the different situations where the RTF would be along with different agencies. She questioned if there will be plenty of communication between the different agencies.

Commissioner of BES Robert Lipton replied that the Radio Project is moving along, and has picked up a lot of steam. He spoke to what is expected in the very near future in relation to the Radio Project.

Chairwoman Nacerino stated there was a question raised when the mutual aid regarding the radios with Westchester County was passed. She stated it was asked if the radios would be compatible or if the interoperability would be County wide. She requested Sheriff McConville address that.

Sheriff Kevin McConville stated any current P25 Radio Project have banks and in the banks you have frequencies, aka, channels. He stated they are set up based on geographic need. He stated there are priority channels, that everyone will have in their radio. He stated that will address the concern of communication that Legislator Sayegh raised. He stated it is a matter of learning, which the training and field testing is projected to begin in early September. He stated the Mutual Aid regarding the radios with Westchester County is related to law enforcement and operations. He stated there will be some channels that will be accessible. He stated at the scenes of which Legislator Sayegh was questioning as to who would be in charge, there is an Incident Commander who would be in charge of the whole scene and a Deputy Incident Commander. He continued to speak to different scenarios and how in some cases there is a Command person from each entity who responds to a scene.

Legislator Crowley stated she recalled Sheriff McConville reporting that there would be plenty of frequencies with the new Radio Project. She stated at the last meeting it was reported that there were additional radios being brought because we had run out of channels and frequencies.

Sheriff Kevin McConville stated the was not present at the meeting where that was reported, therefore he does not recall what was said. He did explain the Mutual Aid plan deals with Westchester and Putnam even though everyone is on the trunk line system it does not mean you have access to their radio frequencies. He stated this would give common frequencies for

operational and tactical usage that you could count on. He stated these are primarily portable units, he offered an example.

Chairwoman Nacerino made a motion to Approve the Creation of Rescue Task Force contingent upon the Public Hearing to be held prior to the September Full Legislature Meeting; Seconded Legislator Addonizio. All in favor.

Item #6 - Adjournment

There being no further business at 9:11pm Chairwoman Nacerino made a motion to adjourn; Seconded by Legislator Addonizio. All in favor

Respectfully submitted by Deputy Clerk Diane Trabulsy.

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

August 13, 2024

(Immediately Following the 6:00p.m. Personnel Mtg.)

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Acceptance/ Protective Services Meeting Minutes June 18, 2024
- 4. Approval/ Fund Transfer 24T223/ Funds for Bureau of Emergency Svcs. (BES) Temporary Line for County Fire Instructors to Train for the Remainder of 2024/ Commissioner of BES Robert Lipton
- 5. Update/ Approval/ Request to Create Rescue Task Force/ Commissioner of BES Robert Lipton (Tabled from May 23, 2024 Audit Mtg.)
- 6. Adjournment



Crayalialay Prota

SHEILA BARRETT

First Deputy Commissioner of Finance

ALEXANDRA GORDON Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

September 3, 2024

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

MICHAEL LEWIS Commissioner Of Finance

Dear Ms. Schonfeld

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following request to amend the 2024 Putnam County Sheriff Department's budget.

Increase Revenues:

13311000

Sheriff Comm

427701

Miscellaneous

\$31,000

Increase Expenses:

13311000

Sheriff Comm

54783

Licensing Software

\$31,000

2024 Fiscal Impact - 0 2025 Fiscal Impact - 0

The County has entered into a License and Services agreement with Tyler Technologies, Inc. for a Computer Aided Dispatch/Records Management System ("Software"). The Agreement allows the County to grant Affiliated Organizations, which are government entities separate from the County, access to the Software hosted on the County's servers. Access to the same Software will benefit them in responding to emergency situations. The County agreed to allow the Town of Kent and the Villages of Cold Spring and Brewster access to the Software at no cost to them other than an annual maintenance fee as outlined in the three Memorandums of Agreement (attached).

Please forward to the appropriate Committee.

24A082

AUTHORIZATION:

Commissioner of Finance/Designee: Initiation by \$0 - \$5,000.00 Date Date County Executive/Designee: Authorized for Legislative Consideration \$5,000.01 - \$10,000.00 Chairperson Audit/Designee: \$0 - \$10,000.00 Date Audit & Administration Committee: \$10,000.01 - \$25,000.00 Date

Putnam County Sheriff's Office

3 County Center Carmel. NY 10512

Invoice

DATE	INVOICE#
8/8/2024	2860

BILL TO	
TOWN OF KENT 25 SYBIL'S CROSSING KENT LAKES. NY 10512	

DEPUTY	HOURS	DESCRIPTION	RATE	DATE OF SE	AMOUNT
MAINTENAN	1	YEARLY MAINTENANCE FEE AS PER MOA FOR ACCESS TO TYLER TECH SOFTWARE FOR CAD/RMS BETWEEN COUNTY OF PUTNAM AND FOWN OF KENT	25,000.00		25,000.00
		COUNTY CONTRACT 2024145			
·					
			Тс	otal	\$25,000.00

Memorandum of Agreement

between COUNTY OF PUTNAM and TOWN OF KENT

This Memorandum of Agreement ("Agreement") made by and between the County of Putnam, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, acting by and through the Putnam County Sheriff's Office (hereinafter referred to as the "County"), and the Town of Kent, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil's Crossing, Kent Lakes, New York 10512 (hereinafter referred to as the "Town") (collectively, the "Parties").

WHEREAS, the County entered into a License and Services agreement with Tyler Technologies, Inc. on or about July 21, 2022 (hereinafter referred to as the "L& S Agreement") for a Computer Aided Dispatch/Records Management System ("Software"); and

WHEREAS, the Agreement allows the County to grant an Affiliated Organization, which is a government entity separate from the County, access to the Software hosted on the County's servers; and

WHEREAS, it is in the best interest of the Parties to have access to the same Software in responding to emergency situations; and

WHEREAS, The County agrees to allow the Town access to the Software at no cost to the Town, other than a yearly maintenance fee.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, parties agree as follows:

- County agrees to allow the Town access to the Software with maintenance and support services in accordance with the terms and conditions set forth in the L&S Agreement, a copy of which is attached hereto as Exhibit "A".
- 2. Town agrees to utilize the Software in accordance with the terms and conditions set forth in the L&S Agreement.
- 3. In exchange for access to the Software, the Town agrees to pay the County an annual maintenance fee. For the first year of the MOA, the Town shall pay the County Twenty-Five Thousand Dollars (\$25,000.00). For the second year of the MOA, the Town shall pay the County Thirty Thousand Dollars (\$30,000.00). The annual maintenance fee shall increase by 3% to 5% every year thereafter.
- 4. This Agreement shall commence on January 1, 2024, and shall terminate concurrently with the L&S Agreement entered into by the County and Tyler Technologies, Inc. Either party may terminate this Agreement, when it is determined to be in their best interest, upon sixty days (60) written notice. In such event, the annual maintenance fee shall be prorated up to the effective date of termination. Once the Agreement has been terminated the Town will no longer have access to the Software.
- 5. If the County receives written notice from Tyler Technologies, Inc. that the Town has violated the terms of the L&S Agreement, this MOA will terminate immediately and Town's access to the Software shall be revoked.
- 6. Each party shall indemnify, defend, and hold the other harmless from all loss, cost, claims and suits, including reasonable attorney's fees and disbursements, caused by its negligence or breach of the L&S Agreement and/or the MOA.

- 7. Both parties do hereby agree to obtain and thereafter continue to keep in full force and in effect their general liability insurance coverage relative to the various services to be performed herein with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate, with the other party named as additional insured thereon. Each party shall, at the request of the other, provide proof of said insurance in the form of a Certificate of Insurance or other similar documentation.
- 8. All notices of any nature referred to in this Agreement shall be in writing and sent to the respective addresses set forth below. Such notice shall be deemed to be given and received when deposited in the United States mail, postage prepaid, addressed to:

TO THE COUNTY:

COUNTY ATTORNEY 48 Gleneida Avenue Carmel, New York 10512

PUTNAM COUNTY SHERIFF

3 County Center

Carmel, New York 10512

TO THE TOWN:

TOWN OF KENT 25 Sybil's Crossing

Kent Lakes, New York 10512

- 9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It will not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- 10. This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

- 11. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 12. If any provision of the Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement.
- 13. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 14. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing this Agreement. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding.

READ & APPROVED:

THE COUNTY OF PUTNAM:

m County Attorney

Putnam Sounty Executive

Putnam County Sheriff

Putnarh County Risk Manager

Mat C.

4

Date 3/9/24 Michael J. Lewis Commissioner of Finance	TOWN OF KENT: Owne Mc Open Date 2 28 24 25 Sybil's Crossing Kent Lakes, New York 10512
	By: <u>Vaille McGlosson</u> Supervisor Please Print Name & Title
ACKNOWLEDGMENT OF KENT:	
STATE OF NEW YORK)	
COUNTY OF PUTNAM)	
Notary Public Notary Public Notary Public Notary Public Qualific	personally known to me or proved to me idual whose name is subscribed to the within secuted the same in his/her capacity, and that
ACKNOWLEDGMENT OF PUTNAM COUNTY:	
STATE OF NEW YORK)) ss.:	
On the 26th day of Mwch in the year personally appeared Venn M. Burne on the basis of satisfactory evidence to be the indivinistrument and acknowledged to me that he/she ex by his/her signatures on the instrument, the individual acted, executed the instrument. Notact Public	idual whose name is subscribed to the within eccuted the same in his/her capacity, and that



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- 1. <u>Term.</u> We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for eighteen (18) months. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 2. Maintenance and Support Fees. Your maintenance and support fees commencing on the Effective Date through the first eighteen (18) months, are waived. Beginning month nineteen, your initial maintenance and support fees for the Tyler Software are listed in the Investment summary and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
- 3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, telephone support for New World Public Safety CAD only. After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

- 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
- 4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
- 5. <u>Hardware and Other Systems</u>. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.
- 6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
- 7. <u>Current Support Call Process</u>. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

YEARLY MAINTENANCE PER MOA TO TYLER TECHNOLOGY

DATE: 9/3/2024

Mr. Michael Lewis Commissioner of Finance County Office Building 40 Gleneida Avenue Carmel, N.Y. 10512

Dear Commissioner Lewis:

Check #310490

in the amount of \$3,000

From: VILLAGE OF COLD SPRING

Please apply to the corresponding 2024 revenue account#:

13311000.427701 \$3,000.00

Also increase expenditure lines:

13311000.54783 \$3,000.00 Sheriff Comm: Licensing Software

These are funds received per county contract 2024146 for access to Tyler Technology software for CAD and RMS.

Very truly yours,

Kristin D. Van Tassel Fiscal Manager

Memorandum of Agreement between COUNTY OF PUTNAM and VILLAGE OF COLD SPRING

This Memorandum of Agreement ("Agreement") made by and between the County of Putnam, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, acting by and through the Putnam County Sheriff's Office (hereinafter referred to as the "County"), and the VILLAGE OF COLD SPRING, a municipal corporation of the State of New York, having an office and place of business at 85 Main Street, Cold Spring, New York 10516 (hereinafter referred to as the "Village") (collectively, the "Parties").

WHEREAS, the County entered into a License and Services agreement with Tyler Technologies, Inc. on or about July 21, 2022 (hereinafter referred to as the "L& S Agreement") for a Computer Aided Dispatch/Records Management System ("Software"); and

WHEREAS, the Agreement allows the County to grant an Affiliated Organization, which is a government entity separate from the County, access to the Software hosted on the County's servers; and

WHEREAS, it is in the best interest of the Parties to have access to the same Software in responding to emergency situations; and

WHEREAS, The County agrees to allow the Village access to the Software at no cost to the Village, other than a yearly maintenance fee.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, parties agree as follows:

- County agrees to allow the Village access to the Software with maintenance and support services in accordance with the terms and conditions set forth in the L&S Agreement, a copy of which is attached hereto as Exhibit "A".
- Village agrees to utilize the Software in accordance with the terms and conditions set forth in the L&S Agreement.
- 3. In exchange for access to the Software, the Village agrees to pay the County an annual maintenance fee in the amount of Three Thousand Dollars (\$3,000.00) for the duration of the agreement.
- 4. This Agreement shall commence on January 1, 2024, and shall terminate concurrently with the L&S Agreement entered into by the County and Tyler Technologies, Inc. Either party may terminate this Agreement, when it is determined to be in their best interest, upon sixty days (60) written notice. In such event, the annual maintenance fee shall be prorated up to the effective date of termination. Once the Agreement has been terminated the Village will no longer have access to the Software.
- 5. If the County receives written notice from Tyler Technologies, Inc. that the Village has violated the terms of the L&S Agreement, this MOA will terminate immediately and Village's access to the Software shall be revoked.
- 6. Each party shall indemnify, defend, and hold the other harmless from all loss, cost, claims and suits, including reasonable attorney's fees and disbursements, caused by its negligence or breach of terms of the L&S Agreement and/or the MOA.
- 7. Both parties do hereby agree to obtain and thereafter continue to keep in full force and in effect their general liability insurance coverage relative to the various services to be performed herein with limits of not less than \$1,000,000.00 per occurrence and

\$2,000,000.00 annual aggregate, with the other party named as additional insured thereon. Each party shall, at the request of the other, provide proof of said insurance in the form of a Certificate of Insurance or other similar documentation.

8. All notices of any nature referred to in this Agreement shall be in writing and sent to the respective addresses set forth below. Such notice shall be deemed to be given and received when deposited in the United States mail, postage prepaid, addressed to:

TO THE COUNTY:

COUNTY ATTORNEY 48 Gleneida Avenue Carmel, New York 10512

PUTNAM COUNTY SHERIFF

3 County Center

Carmel, New York 10512

TO THE VILLAGE:

VILLAGE OF COLD SPRING

85 Main Street

Cold Spring, New York 10516

- 9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It will not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- 10. This Agreement will be construed and enforced in accordance with the laws of the States of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.
- 11. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism,

invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

- 12. If any provision of the Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement.
- 13. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 14. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing this Agreement. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding.

READ & APPROVED:	THE COUNTY OF PUTNAM:
KEAD & AFIROVED.	THE COUNTY OF TOTHAM.
C. Compton Spain Putnam County Attorney	Kevin M. Byrne Putnam County Executive
Date: 2-17-24 Mat C. Brund, Sr Putnam County Risk Manager	Kevin McConville Wellewolle Putnam County Sheriff
Date 2/29/24 Michael J. Lewis Commissioner of Finance	VILLAGE OF COLD SPRING: Date 2/8/2024 85 Main Street Cold Spring, New York 10516

ACKNOWLEDGMENT OF VILLAGE:	en e
STATE OF NEW YORK)	
COUNTY OF PUTNAM)	
on the basis of satisfactory evidence to be the instrument and acknowledged to me that he	he year of 202\$, before me, the undersigned, beg personally known to me or proved to me emdividual whose name is subscribed to the within she executed the same in his/her capacity, and that individual, or the person upon behalf of which the
Notary Public Cathy L. Costello Notary Public, State of New York No. 01CO6118728 Qualified in Putnam County Commission Expires Nov. 15, 20 24	
ACKNOWLEDGMENT OF PUTNAM COUN	TY:
STATE OF NEW YORK)	·
COUNTY OF PUTNAM) ss.:	
on the basis of satisfactory evidence to be the instrument and acknowledged to me that he/	personally known to me or proved to me individual whose name is subscribed to the within she executed the same in his/her capacity, and that individual, or the person upon behalf of which the
Notaty Public	JENNIFER L CARUSO
	NOTARY PUBLIC, STATE OF NEW YORK Registration No. 02CA6395487
	Qualified in Putnam County My Commission Expires Ept. 15, 2027



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- 1. <u>Term.</u> We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for eighteen (18) months. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 2. Maintenance and Support Fees. Your maintenance and support fees commencing on the Effective Date through the first eighteen (18) months, are waived. Beginning month nineteen, your initial maintenance and support fees for the Tyler Software are listed in the investment summary and your payment obligations are set forth in the invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
- 3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, telephone support for New World Public Safety CAD only. After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

- 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
- 4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
- 5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.
- 6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
- 7. <u>Current Support Call Process</u>. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

YEARLY MAINTENANCE PER MOA TO TYLER TECHNOLOGY

DATE: 8/26/2024

Mr. Michael Lewis Commissioner of Finance County Office Building 40 Gleneida Avenue Carmel, N.Y. 10512

Dear Commissioner Lewis:

Check #034322

in the amount of \$3,000

From: VILLAGE OF BREWSTER

Please apply to the corresponding 2024 revenue account#:

13311000.427701 \$3,000.00

Also increase expenditure lines:

13311000.54783 \$3,000.00 Sheriff Comm: Licensing Software

These are funds received per county contract 2024146 for access to Tyler Technology software for CAD and RMS.

Very truly yours,

Kristin D. Van Tassel Fiscal Manager

Memorandum of Agreement between COUNTY OF PUTNAM and VILLAGE OF BREWSTER

This Memorandum of Agreement ("Agreement") made by and between the County of Putnam, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, acting by and through the Putnam County Sheriff's Office (hereinafter referred to as the "County"), and the VILLAGE OF BREWSTER, a municipal corporation of the State of New York, having an office and place of business at 50 Main Street, Brewster, New York 10509 (hereinafter referred to as the "Village") (collectively, the "Parties").

WHEREAS, the County entered into a License and Services agreement with Tyler Technologies, Inc. on or about July 21, 2022 (hereinafter referred to as the "L& S Agreement") for a Computer Aided Dispatch/Records Management System ("Software"); and

WHEREAS, the Agreement allows the County to grant an Affiliated Organization, which is a government entity separate from the County, access to the Software hosted on the County's servers; and

WHEREAS, it is in the best interest of the Parties to have access to the same Software in responding to emergency situations; and

WHEREAS, The County agrees to allow the Village access to the Software at no cost to the Village, other than a yearly maintenance fee.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, parties agree as follows:

- County agrees to allow the Village access to the Software with maintenance and support services in accordance with the terms and conditions set forth in the L&S Agreement, a copy of which is attached hereto as Exhibit "A".
- 2. Village agrees to utilize the Software in accordance with the terms and conditions set forth in the L&S Agreement.
- 3. In exchange for access to the Software, the Village agrees to pay the County an annual maintenance fee in the amount of Three Thousand Dollars (\$3,000.00) for the duration of the agreement.
- 4. This Agreement shall commence on January 1, 2024, and shall terminate concurrently with the L&S Agreement entered into by the County and Tyler Technologies, Inc. Either party may terminate this Agreement, when it is determined to be in their best interest, upon sixty days (60) written notice. In such event, the annual maintenance fee shall be prorated up to the effective date of termination. Once the Agreement has been terminated the Village will no longer have access to the Software.
- 5. If the County receives written notice from Tyler Technologies, Inc. that the Village has violated the terms of the L&S Agreement, this MOA will terminate immediately and Village's access to the Software shall be revoked.
- 6. Each party shall indemnify, defend, and hold the other harmless from all loss, cost, claims and suits, including reasonable attorney's fees and disbursements, caused by its negligence or breach of terms of the L&S Agreement and/or the MOA.
- 7. Both parties do hereby agree to obtain and thereafter continue to keep in full force and in effect their general liability insurance coverage relative to the various services to be performed herein with limits of not less than \$1,000,000.00 per occurrence and

\$2,000,000.00 annual aggregate, with the other party named as additional insured thereon. Each party shall, at the request of the other, provide proof of said insurance in the form of a Certificate of Insurance or other similar documentation.

8. All notices of any nature referred to in this Agreement shall be in writing and sent to the respective addresses set forth below. Such notice shall be deemed to be given and received when deposited in the United States mail, postage prepaid, addressed to:

TO THE COUNTY:

COUNTY ATTORNEY 48 Gleneida Avenue Carmel, New York 10512

PUTNAM COUNTY SHERIFF

3 County Center

Carmel, New York 10512

TO THE VILLAGE:

VILLAGE OF BREWSTER

50 Main Street

Brewster, New York 10509

- 9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It will not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- 10. This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.
- 11. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism,

invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

- 12. If any provision of the Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement.
- 13. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 14. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing this Agreement. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding.

READ & APPROVED:	THE COUNTY OF PUTNAM:
C. Compton Spain Putsam County Attorney	Date: 3/28/29 Kevin M. Byrne Putnam County Executive
Date: 3-13-24 Mat C. Bruno Sr. Putnam County Risk Manager	Date: 3/11/2024 Kevin McConville Putnam County Sheriff
Date 3/18/24 Michael J. Lewis Commissioner of Finance	VILLAGE OF BREWSTER: Date 2-7-24 Main Street Brewster, New York 10509
	By: James Schenia, Wayar Please Print Name & Title

ACKNOWLEDGMENT OF PUTNAM COUNTY:

STATE OF NEW YORK)	
COUNTY OF PUTNAM)	
On the <u>28th</u> day of <u>Maych</u> in the year of 2024 personally appeared <u>Reviol</u> personally appeared revidence to be the individual whose instrument and acknowledged to me that he/she executed the by his/her signatures on the instrument, the individual, or the individual acted, executed the instrument.	se name is subscribed to the within
Notary Public	JENNIFER L CARUSO NOTARY PUBLIC, STATE OF NEW YORK Registration No. 02CA6395487 Qualified in Putnam County My Commission Expires Sept. 15, 262.7

ACKNOWLEDGMENT OF VILLAGE:

STATE OF NEW YORK)
- -) ss.
COUNTY OF PUTNAM)

On the the day of the within in the year of 2024, before me, the undersigned, personally appeared to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

MARY C. BRYDE
Notary Public, State of New York
Reg. No. 4867523
Qualified in Putnam County
Commission Expires August 18, 20



Exhibit C Maintenance and Support Agreement

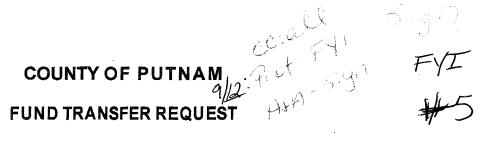
We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- 1. <u>Term.</u> We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for eighteen (18) months. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 2. Maintenance and Support Fees. Your maintenance and support fees commencing on the Effective Date through the first eighteen (18) months, are waived. Beginning month nineteen, your initial maintenance and support fees for the Tyler Software are listed in the Investment summary and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
- 3. <u>Maintenance and Support Services</u>. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, telephone support for New World Public Safety CAD only. After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

- 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
- 4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
- 5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (Including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.
- 6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
- 7. <u>Current Support Call Process</u>. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



10.	Commissioner of	rinance		** <u>*</u>
FROM:	Robert Lipton, Co	mmissioner		1021 C-L- S
DEPT:	Bureau of Emerge	ency Services		
DATE:	9/4/24			ESC A
l hereby	request approval f	or the following transfer of	funds:	ZAR Z
	FROM T# /NAME	TO ACCOUNT# / NAME	AMOUNT	PU RPOSE
	0 54782 e Accessories	13398900 54783 Licensing Software	\$4,000	Additional funds needed for Dispatch Backup center for 4 Powerphone Licenses
20 Fi	scal Impact \$	· ·		
20 Fi	scal Impact \$			
AUTHORE	ZATION: (Electroni	-	oartment Hea	d Signature/Designee Date
Date	Commissioner	of Finance/Designee: Initia	ted by: \$0 - \$	5,000.00
Date	County Execut	ive/Designee: Authorized for	Legislative Co	nsideration: \$5,000.01 - \$10,000.00
Date	Chairperson A	udit /Designee: \$0 - \$10,000).00	

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



PowerPhone

PO Box 911

Madison, CT 06443 United States

20240312-171140894

Scott Belanger sbelanger@powerphone.com

Putnam County 911 - Additional Backup Center Workstation Licenses

Prepared for

Putnam County 911

112 Old Route 6 Carmel, NY 10512 United States

Issued
March 12, 2024
Expires
October 12, 2024

Cindy Jacobsen
911 Center Supervisor
cindy.jacobsen@putnamcountyny.gov
+18458084000 ext 41306

Products & Services

Products & Services	SKU	Billing Frequency	Quantity	Unit price	Price
Items due now					
Total Response Call Handler	TRCHL		4	\$1,000.00	\$4,000.00
				2	41273

Products &		Billing	٠		
Services	SKU	Frequency	Quantity	Unit price	Price
Module				, , , , , , , , , , , , , , , , , , ,	
License					
Backup					
Comms Center					
TR Workstation					
Licenses					
Annual Service P	lan				
Annual Plan:	TRASWPR		1	\$9,697.30	\$9,697.30
Total Response			•	Ψ5/05/1.00	42,027.00
Software					
Renewal					
Renewal covers					
the addition of					
4 licenses in				·	
the backup					
center	•				
Payment due:					
March 1, 2025					
Annual Plan:	TRATLR	<u> </u>	1,	\$5,572.00	\$5,572.00
Site Licensed					
Training	•				
Renewal				•	
No change as					
no additional					
personnel are					
being added					
Payment due:					
March 1, 2025					
One-time subtotal				\$4,000.00)
Due now		and the state of t		\$4,000.00	. 1

Terms and Conditions

Signature	Date	
Printed name		
Countersignature		
Countersignature	Date	
Printed name		

Signature

Download

CC: FU

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue Carmel, New York 10512

(845) 808-1020

Fax (845) 808-1933

Protective 9/12 update > #6

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

MEMORANDUM

DATE:

September 5, 2024

TO:

Kevin Byrne

County Executive

FROM:

Ginny Nacerino

Chairwoman Protective Services Opmmittee,

CC:

Thomas Lannon

Director IT/GIS

Robert Lipton

Commissioner of Bureau of Emergency Services (BES)

RE:

Update - Putnam County Radio Project at the September Protective

Services Meeting

Respectfully, I request that IT/GIS Director Thomas Lannon along with BES Commissioner Lipton please attend the Thursday, September 12, 2024, Protective Services Meeting at 6:00p.m. I would like them to provide an update and address questions related to the Putnam County Radio Project.

Thank you.

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. I
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

MEMORANDUM

DATE:

September 4, 2024

TO:

Michael Cairney, Chief of Putnam Lake Fire Department

Robert Lipton, Commissioner of Bureau of Emergency Services

Kevin McConville, Putnam County Sheriff

FROM:

Ginny Nacerino, Chairwoman Protective Services Committee

CC:

Kevin Byrne, Putnam County Executive

RE:

Update on the Putnam County Rescue Task Force (RTF)

The Legislature held its Public Hearing on September 3, 2024, regarding the consideration of creating a Putnam County Rescue Task Force. I am very happy to say, on the same evening at the Full Legislature Meeting the matter was voted on and passed unanimously in favor of the creation of the Putnam County Rescue Task Force.

Respectfully, I request that you attend the Protective Services Meeting on Thursday, September 12, 2024, at 6:00p.m. The purpose of your attendance will be to provide an update and explain what the next steps are as they relate to the RTF. Additionally, your attendance will provide the knowledge and expertise needed to address any questions that may arise related to this very important subject.

Thank you.