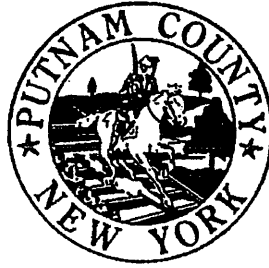


# THE PUTNAM COUNTY LEGISLATURE

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

Amy E. Sayegh *Chairwoman*  
Greg E. Ellner *Deputy Chair*  
Diane Schonfeld *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Daniel G. Birmingham	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: Chairman Jonke & Legislators Addonizio & Birmingham**

**Tuesday**

**May 13, 2025**

**(Immediately Following the Personnel Meeting)**

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Acceptance/ Protective Services Meeting Minutes/ March 11, 2025**
- 4. Approval/ Budgetary Amendment 25T104/ Request to Hire Meridian Strategic Services to Develop a Continuity of Operations Plan for Putnam County/ Commissioner BES Robert Lipton**
- 5. Approval/ Intermunicipal Agreement Between The County of Westchester and the County of Putnam For Use of the Putnam Radio System/ Commissioner BES Robert Lipton**
- 6. Approval/ Re- Appointments to the Putnam County Emergency Services Safety Advisory Board: Nat Prentice as Community Representative and Catherine Lewis as EMS Council Representative/ County Executive Kevin Byrne**
- 7. FYI/ SFY2025 Next Generation 911 (NG911) Grant/ Commissioner BES Robert Lipton**
- 8. Discussion/ Sheriff's Office/ Procurement of Equipment/ Sheriff Kevin McConville**
- 9. Other Business**
- 10. Adjournment**

May 13, 2025

#3

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

**Members: Chairman Jonke & Legislators Addonizio & Birmingham**

**Tuesday**

**March 11, 2025**

**(Immediately Followed 6:00pm Personnel Meeting)**

The meeting was called to order at 6:15pm by Chairman Jonke and who requested Legislator Addonizio lead in the Pledge of Allegiance. Upon roll call Legislators Addonizio, Birmingham, and Chairman Jonke were present.

**Item #3 - Acceptance/ Protective Services Meeting Minutes/ December 17, 2024**

Chairman Jonke stated the minutes were accepted as submitted.

**Item #4 – FYI/ Sheriff’s Office – Update on K9 Dogs and Handlers/ Sheriff Kevin McConville**

Sheriff Kevin McConville stated he wanted to update the Legislature that the Sheriff’s Office remains in the same number of K9 dogs that were granted a year ago. He stated there is a new Bloodhound, who is replacing a dog that retired, due to medical matters. He confirmed that there would be no fiscal impact, and there may be a savings because they had been paying for the treatment of the dog that retired. He stated the new dog will provide the same service as the dog that retired.

Legislator Addonizio questioned what is the average age of a dog to retire.

Sheriff Kevin McConville stated the average is to get 8 – 10 years of service from a dog, depending on several factors.

Legislator Crowley questioned if there are a diversified group of dogs, serving in different roles.

Sheriff Kevin McConville stated they have the number of dogs that they are approved to have and in terms of the expertise the dog gets trained in depends on the breed, and the handler’s interaction with the dog. He stated that the Sheriff’s Office currently has five (5) dogs: a bloodhound, an explosive, electronics, and narcotics dogs and another bloodhound getting trained.

**Item #5 – Approval/ Sheriff's Office – Grant Application -Bureau of Justice Assistance (BJA) FY25 Connect and Protect: Law Enforcement Behavioral Health Response Program/ Sheriff Kevin McConville**

Chairman Jonke made a motion to Waive the Rules and Accept the Additional; Seconded by Legislator Addonizio; All in favor.

Commissioner of Mental Health, Social Services and Youth Bureau Sara Servadio stated the Co-Responder Team (CRT) is funded from the Mental Health side through a Federal Grant that is due to expire at the end of September 2025. She stated they are currently looking for Grant funding to sustain that position. She stated they did request that the current Grant be extended, and they are waiting for a response. She stated until they receive an answer, they need to keep all their options open. She stated this grant would require a County Match. She stated also a change to this is, the current grant is held at the Sheriff's Department and that will be switched to her Department. She explained the reason for that change is because the majority of the spending is through her Department. She stated therefore, the grant would be submitted by her Department.

Chairman Jonke questioned when does the grant application have to be in.

Commissioner of Mental Health, Social Services and Youth Bureau Sara Servadio stated next month. She stated the goal is to fund the Mental Health Crisis Worker from her Department and pay for the overtime of the Deputy assigned to the CRT.

Legislator Addonizio questioned when they will be notified if the existing grant is renewed.

Sheriff McConville stated they are not sure. He stated they have made several inquiries.

Commissioner of Mental Health, Social Services and Youth Bureau Sara Servadio stated they have also requested an extension. She stated the existing grant is scheduled to end at the conclusion of the third quarter. She stated they hope to be able to spend the money through the fourth quarter to be able to pay for the salary. She stated in the event they do not get a grant they will look to secure this funding through the budget process.

Legislator Birmingham questioned what the match amount for the County is.

Commissioner of Mental Health, Social Services and Youth Bureau Sara Servadio stated it is 20% for the first two (2) years, and 60% in year three (3). She stated that she will continue to look for additional grant opportunities.

Chairman Jonke made a motion to Approve Sheriff's Office – Grant Application -Bureau of Justice Assistance (BJA) FY25 Connect and Protect: Law Enforcement Behavioral Health Response Program; Seconded by Legislator Birmingham. All in favor.

**Item #6 – Update/ Putnam County Radio Project/ Commissioner BES Robert Lipton and Director IT/GIS Thomas Lannon**

Chairman Jonke stated this is a project that has been going on for a long time approximately eight (8) years. He invited Commissioner BES Robert Lipton and Director IT/GIS Thomas Lannon to address this item.

Director IT/GIS Thomas Lannon stated that was correct. He explained that it was finance driven, which means they searched for grants and as they were awarded the work progressed. He stated the Putnam County Radio Project is up and running. He stated the testing with Motorola was done in October of 2024. He stated there are a few remaining Towers that are being worked on and will go up, but they were given the approval to go live without them. He stated the remaining Towers will help strengthen the portable coverage.

Chairman Jonke questioned where are the remaining Towers that are not yet up.

Director IT/GIS Thomas Lannon stated Piano Mountain in Putnam Valley, Airport Park, and Nelsonville Park in Philipstown. He stated currently those using the system are: Putnam County DPW, OSR, Transit, the Sheriff's Office, Village of Cold Spring Police, and the Village of Brewster Police Department. He spoke to some of the specifics of the channels et.

Chairman Jonke questioned what the feedback is overall.

Director IT/GIS Thomas Lannon stated there was a small problem with patching that was resolved, other than that the system is working well. He also briefly spoke to an issue with the Fire Department's low band pagers and what action has been taken to address that.

Chairman Jonke stated there were many First Responders present from the Volunteer Fire Departments and he questioned on their behalf the status of their ability to use the system.

Commissioner, Bureau of Emergency Services Robert Lipton stated in the past two (2) weeks the members of the Emergency Operations Center were put on the system. He stated the Battalions and his staff are all on the system and it went well. He stated the original goal was to have the Fire Departments (FDs) on the system by May 1<sup>st</sup>. He stated they believe now that the FDs will get on even sooner. He continued to speak to the plan to roll it out and projected that everyone would be on by mid-April. He spoke to some of the questions that have been raised by the Legislature. He started by saying a meeting with the FDs will be scheduled in the next week or so. He addressed broadly some of the questions raised.

Chairman Jonke questioned if there was a breakdown in communication with the members of the FDs. He stated he does not believe that all the folks present at the meeting would have been there if there had been a good line of communication.

Commissioner, Bureau of Emergency Services Robert Lipton stated the last time they met was towards the end of 2024.

Chairman Jonke stated with plans to roll out the system in a couple of weeks he believes the

FDs should have received some courtesy by giving them open lines to communication. He questioned what are some of the advantages of this radio project going forward that we did not have in the past.

Director IT/GIS Thomas Lannon stated the communication is a lot clearer and the penetration of the signal is so much better. He stated previously the dispatcher had to pick the Tower they wanted to work off. He stated with this system you do not have to do that, your communication from a vehicle can be heard by every dispatcher.

Commissioner, Bureau of Emergency Services Robert Lipton offered a personal example of having both a low band and new band radios in his vehicle, and the clarity with the new band radios far surpassed the low band radio. He stated the communication from the Dispatcher and the communication between the FD and the 911 Center.

Director IT/GIS Thomas Lannon stated another benefit is previously the County on the police frequencies were divided into two halves, now it is a unified system. He stated they have already received positive feedback for the police officers on that change.

Chairman Jonke questioned if the radios will integrate with the Body Worn Cameras.

Director IT/GIS Thomas Lannon stated they will not.

Legislator Crowley spoke to some history as to what generated the need for the new system, which stems from the lack of communication in some instances during 911. She stated she would like to know which Department used the new system and reported they could hear it up to Wappingers and down into Westchester.

Director IT/GIS Thomas Lannon stated it was a Sheriff's Officer who was traveling home to Wappingers in their take home vehicle and the person traveling into Westchester was one of Commissioner Lipton's Coordinators.

Legislator Crowley stated we are waiting on the Towers for Airport Park, Piano Mountain and Nelsonville, which are the two (2) Wi-Fi instead of microwave, which will help with the operability.

Director IT/GIS Thomas Lannon stated the Towers at Piano Mountain and Airport Park will be microwave and Nelsonville is not.

Legislator Crowley stated she asked a question way back about having certain kinds of channels available such as secure channels, at that time she was told that was not capable. She stated she knows that is not true. She questioned if there will be secure channels allocated for the Police Departments if a need arises.

Director IT/GIS Thomas Lannon stated yes they are called encrypted channels, and they will have them.

Legislator Crowley questioned if there is a comprehensive list of Memorandum of Understanding (MOU) required that will need to be in place with the FDs. She stated she believes they would need to be in place when their systems will be wiped clean to get ready to move forward. She stated it was stated earlier that Division 4, FD is going to be testing the system, will they have backup.

Director IT/GIS Thomas Lannon stated when we are in the testing, it is not the primary form of communication they will still have the analog way that they communicate now. He stated what they will be able to do is use P25, if it does not work, they still have the other option. He stated the system being used now will not be done away with until everyone signs off confirming the new system is working great for them, and they give the approval to turn off the old system.

Legislator Crowley questioned how long will the Division 4 testing go on for.

Commissioner, Bureau of Emergency Services Robert Lipton stated approximately two (2) weeks.

Legislator Crowley continued with her inquiries in relation to programming etc., the radios. She questioned when will the Police Departments in Kent and Carmel begin testing.

Director IT/GIS Thomas Lannon stated both Carmel and Kent Police Departments have “test” vehicles. He stated once they communicate they are good to go, they can be deployed whenever they want. He confirmed the County is ready when they are.

Legislator Crowley questioned if they have interoperability and have established the MOUs with, as an example, Kent and East Fishkill.

Director IT/GIS Thomas Lannon stated that is up to them.

Legislator Crowley confirmed a meeting with the FDs will be set up in the next two weeks, with the Fire Advisory Board. She stated that was her main request. She stated it is her opinion that they have been left out of the communications for over a year. She stated her hope is to see them at the next Fire Advisory Board Meeting.

Legislator Gouldman questioned if it will be the County or each individual FDs responsibility to cover the costs of the Radios.

Commissioner, Bureau of Emergency Services Robert Lipton stated the County purchased an assortment of Radios for the FDs. He stated the original purchase was Radios for all of the Chief’s cars, the ambulances and one (1) piece of apparatus. He stated when County Executive Byrne came on board he had him reach out to the FDs and buy them additional radios. He stated grant funding was used to purchase those.

Legislator Gouldman questioned if there are any dark spaces with the high band radios. He cited areas such as Putnam Valley and Philipstown.

Director IT/GIS Thomas Lannon stated none that they are aware of. He stated in fact it worked all the way up 9D to the area of Breakneck Ridge Mountain. He stated the testing done with Motorola was very thorough. He stated they would travel a quarter mile at a time and test the connection in all directions.

Legislator Ellner stated there were many First Responders and Chiefs present at the meeting, and stated appreciation for their service. He stated when there are so many people who show up for a topic, it says to him they are less than satisfied. He stated with not getting all of the stakeholders in a room for over an extended period of time, he is curious to hear from the stakeholders. He stated it is his opinion that this should be a very collaborative effort.

Legislator Montgomery requested a list of the Radios each Department has. She stated also it was mentioned that MOUs are in place in Westchester and Dutchess Counties.

Commissioner, Bureau of Emergency Services Robert Lipton stated he would provide the list. He clarified that they are working on getting the MOUs in place.

Legislator Montgomery requested since the Putnam County Marine Patrol does not cover the Hudson River, which is in her district, could there be an MOU put in place with Orange County and Rockland County. She stated she also heard that the FDs will have to work on their own MOUs in regards to the extra channels they would like to have. She stated that is cumbersome to the FDs. She requested that a template be set up and sent to them, to assist in that requirement.

Commissioner, Bureau of Emergency Services Robert Lipton stated there have been discussions on that and the County is working with the FDs on creating a Template and simplifying the process.

Legislator Montgomery recognized the insurmountable amount of work that has gone into this and thanked them for all of the work they have put into this. She stated she believes it will make our first responders safer. She stated her hope is that there is a collaborative understanding with the FDs.

Legislator Crowley questioned if every Putnam County Firefighter and Police Officer have a Radio right now.

Commissioner, Bureau of Emergency Services Robert Lipton stated he does not have the answer to that.

Legislator Crowley requested that Commissioner Lipton get that information. She questioned if interoperability inside the basement of the hospitals and the schools has been checked and have there been boosters put in.

Director IT/GIS Thomas Lannon stated that is the next step that Motorola will do. He stated they are waiting for Piano Mountain to be up, because it will change how things work.

Legislator Gouldman questioned if Piano Mountain Tower will be up this summer.

Director IT/GIS Thomas Lannon stated he would say yes.

Legislator Crowley requested confirmation that once the testing period is over then the departments can use different Radios if they choose.

Director IT/GIS Thomas Lannon stated once they are certified, yes that is correct. He stated the purpose of that is to make sure the Motorola System works the way they advertised it. He stated the only restriction would be that any Radios picked must be P25 compliant.

Chief of Mahopac Volunteer Fire Department Gabriel Rivera stated on behalf of his Department and some other Volunteer Departments he is very encouraged by what was discussed. He stated communication and transparency are very important to the Volunteers. He stated it was good news to hear that they are not “married” to using the Motorola Radios, because the cost of those radios are expensive. He stated that in regard to the question as to who has Radios, he can report that most of his apparatus only have one (1) Radio, and it was provided by the County along with the apparatus. He stated in response to a comment made by Commissioner Lipton saying the FDs would never be satisfied, he believes the fact that the FDs are staffed by Volunteers so the costs balance out. He stated in a letter sent that one of their main focuses expressed is the importance of interoperability. He spoke about different scenarios that highlight the need for that and spoke to their challenge currently with their Radio communications with Westchester County. He stated in the critical moments first responders find themselves, muscle memory is critical in terms of the radio they use. He stated as important as interoperability is, so is consistency in the equipment used. He spoke to the need for MOUs, that is tough at the FDs level. He stated he believes that should be done at the County level between Dutchess and Westchester. He stated Westchester does that. He questioned why Putnam County cannot do it.

Chairman Jonke questioned if Putnam County has attempted that.

Director IT/GIS Thomas Lannon stated the County does not have authority over a lot of the frequencies used by the FDs. He stated that is the problem.

Chief of Mahopac Volunteer Fire Department, Gabriel Rivera stated when this was architected, he thought this would have all been addressed. He stated that is his opinion.

Director IT/GIS Thomas Lannon stated per Motorola the challenge of if another system is “patched” into the County’s System it will use the resources possibly leaving a lack of resources to run the System. He stated Motorola’s advice was to be careful of what is put onto the system.

Chief of Mahopac Volunteer Fire Department, Gabriel Rivera stated he hopes in the future this is considered and if the system has to be expanded to handle additional licenses it will be done. He spoke to the challenges of programming the Radios. He spoke to ways that he hopes can simplify this system and process.



Director IT/GIS Thomas Lannon stated he does believe there has been information shared with the FDs by Commissioner Lipton and stated they will be sure to do so again and that will assist with the programming.

Carmel Chief of Police Anthony Hoffman expressed his appreciation to Director Lannon and Commissioner Lipton for their work on this project. He stated from the Police side the testing is going well. He stated they are also concerned with the matter of interoperability, as stated by Chief of Mahopac Volunteer Fire Department, Rivera. He spoke to that briefly. He stated during 9/11 he experienced firsthand the inability to communicate with different agencies. He stated pushing forward over 20 years later, we are still having conversations about interoperability.

Legislator Gouldman stated he questioned if we are able to communicate with Connecticut, as it borders our Eastern side of the County.

Director IT/GIS Thomas Lannon stated yes. He stated they are currently working to get Danbury into the system. He stated Connecticut is a bit easier because they have a Statewide system.

Chairman Jonke expressed his appreciation to all who were present to speak to this important. He stated that he hopes moving forward communication with the First Responders is better.

#### **Item #7 - Other Business**

Legislator Birmingham stated Legislator Montgomery put forward two (2) Bills from last year. He stated he does not believe there are companion bills this year. He stated the topic of last year's bills is requesting an amendment to the General Municipal Law and the Public Health Law in Relation to Emergency Medical Services. He stated there has been a resolution drafted to support this, however as he stated there is no active bill currently. He stated that he supports the concept.

Legislator Birmingham made a motion to Accept this item as Other Business.

Chairman Jonke stated he communicated with Legislator Montgomery. He stated he is sure this is a matter the Legislature will get behind. He stated however at this time there is no bill. He stated he would like this to come to committee in its entirety.

Legislator Montgomery expressed her opinion that it would be appropriate to move forward with a memorialization. She stated this is a topic that has been on the table before the State Legislature for three (3) years. She stated that EMS is not essential in her opinion is ridiculous. She stated this Legislature memorializing this would not involve a level of expertise. It would be an act of support.

Chairman Jonke stated this has been going on for three (3) years, it does not have to be done today.

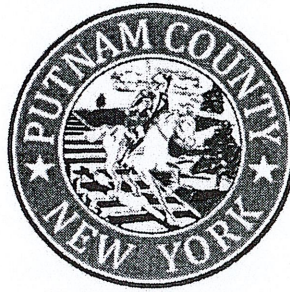
Chairman Jonke confirmed there was not second on the motion. Motion fails. .

**Item #8 – Adjournment**

There being no further business at 6:32M Chairman Jonke made a motion to adjourn; Seconded by Legislator Addonizio. All in favor.

Respectfully submitted by Deputy Clerk Diane Trabulsy.

MICHAEL J. LEWIS  
Commissioner of Finance



SHEILA BARRETT  
First Deputy Commissioner of Finance

ALEXANDRA GORDON  
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk

FROM: Michael J. Lewis, Commissioner of Finance – MJL

RE: Budgetary Amendment – 25T104

DATE: April 18, 2025

2025 APR 25 PM 12:11  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

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

GENERAL FUND:		
<b><u>INCREASE APPROPRIATIONS:</u></b>		
10398900 54646	BES - CONTRACTS	\$ 25,000.00
<b><u>DECREASE APPROPRIATIONS:</u></b>		
10199000 54980	GENERAL CONTINGENCIES	\$ 25,000.00
2025 Fiscal Impact \$25,000		
2026 Fiscal Impact \$0		

Please refer to Commissioner Lipton's attached memorandum.

25T104



# PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



Kevin M. Byrne  
County Executive

Robert A. Lipton  
Commissioner of Emergency Services

Christopher E. Shields  
Director of Emergency Management

J. Ralph Falloon  
Deputy Commissioner of Emergency Services

Robert Cuomo  
Director of Emergency Medical Services

March 25, 2025

Re: COOP Plan

Commissioner Lewis,

We are in the process of hiring Meridian Strategic Services to develop a Continuity of Operations Plan for the County. We will need 25k to pay for plan and the training activities associated with it.

Thank you,  
Bob

Robert Lipton  
Commissioner  
Putnam County  
Bureau of Emergency Services  
112 Old Route 6  
Carmel, NY, 10512  
[Robert.lipton@putnamcountyny.gov](mailto:Robert.lipton@putnamcountyny.gov)  
845-808-4000 Ext 41101



ccAll  
Prot  
5.13.25

Reso #5

## PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



Kevin M. Byrne  
County Executive

Robert A. Lipton  
Commissioner of Emergency Services

J. Ralph Falloon  
Deputy Commissioner of Emergency Services

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Robert Cuomo  
Director of Emergency Medical Services

### MEMORANDUM

**To:** Paul E. Jonke, Chair, Protective Services

**From:** Robert A. Lipton, Commissioner

**Re:** May Protective Services Committee Meeting

**Date:** April 25, 2025

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I would like to add the attached draft of the Intermunicipal Agreement between The County of Westchester and The County of Putnam for approval to the Protective Services agenda for May.

Thank you.

2025 APR 28 PM 1:29  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

**THIS INTERMUNICIPAL AGREEMENT** (the "Agreement"), made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "Westchester County")

and

**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 (hereinafter referred to as the "Putnam County").  
(The "Westchester County" and "Putnam County" are referred to collectively as the "parties" or "counties".)

**W I T N E S S E T H:**

**WHEREAS**, Westchester County operates a trunked radio communication system for Westchester County departments, as well as for first responders throughout Westchester (the "WC P25"); and

**WHEREAS**, Putnam County operates a trunked radio communication system for Putnam County departments, as well as for first responders throughout Putnam (the "Putnam Radio System"); and

**WHEREAS**, the counties wish to permit the reciprocal programming of each other's radio communication systems into each other's end user radios, whether mobile, portable or fixed station radios and whether County-owned or owned by local Fire and EMS agencies within their respective counties (hereinafter referred to as "Subscribers") in order to improve interoperability, public safety/public service communication, and mutual aid, between the counties, in accordance with the terms and conditions of this Agreement.

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

**ARTICLE I**  
**RECIPROCAL PROGRAMMING OF SUBSCRIBERS**

**Section 1.1.** Westchester County, acting through its Commissioner of Department of Emergency Services or his designee (the “Westchester Commissioner”), hereby grants to Putnam County the right to program WC P25 channel(s) into Putnam Subscribers in accordance with the terms set forth in this Agreement.

**Section. 1.2.** Westchester County shall retain control and responsibility for WC P25.

**Section 1.3.** Putnam County, acting through its Commissioner of Bureau of Emergency Services or his designee, (the “Putnam Commissioner”), hereby grants to Westchester County the right to program Putnam Radio System channel(s) into Westchester Subscribers in accordance with the terms set forth in this Agreement.

**Section 1.4.** Putnam County shall retain control and responsibility for the Putnam Radio System.

**Section 1.5.** Each County shall have the discretion to determine what Subscribers are programmed under this Agreement within its respective county. Each County shall be responsible for the cost to program each other’s radio communication system channel(s) into the Subscribers in its respective county. Nothing prohibits each County from seeking reimbursement for such programming from the local Fire and EMS agencies within their respective counties.

**Section 1.6.** All programming shall be for interoperability, public safety/public services communication and/or mutual aid purposes.

**Section 1.7.** All programming shall be according to the written policies and procedures established by each County for the programming of its radio communication system.

**Section 1.8.** The programming of Putnam Radio System channel(s) by Westchester County may only be performed by an entity or entities authorized in writing by Putnam County to perform such programming.

**Section 1.9.** The programming of WC P25 channel(s) by Putnam County may only be performed by an entity or entities authorized in writing by Westchester County to perform such programming.

**Section 1.10.** If required by Putnam County, Westchester County shall require that the Westchester Fire or EMS agency enter into a written user agreement with Putnam County agreeing to abide by the user guidelines and requirements established by Putnam County for use of the Putnam Radio System, prior to Westchester County programming the Putnam Radio System channel(s) into Westchester Fire or EMS Subscribers..

If required by Putnam County, Westchester County agrees to enter into a written user agreement with Putnam County agreeing to abide by the user guidelines and requirements established by Putnam County for use of the Putnam Radio System

**Section 1.11.** Prior to Putnam County programming the WC P25 channel(s) into Putnam Fire or EMS Subscribers, Putnam County shall require the Fire or EMS agency to enter into a written user agreement, in a form similar to the form attached hereto as Schedule "A", with Westchester County agreeing to abide by the user guidelines and requirements established by Westchester County for use of the WC P25..

Prior to Putnam County programming the WC P25 channel(s) into Putnam County-owned Subscribers, Putnam County agrees to enter into a written user agreement with Westchester County agreeing to abide by the user guidelines and requirements established by Westchester County for use of the WC P25..

**Section 1.12.** Once programming is completed for a Subscriber, it may not be altered or reprogrammed without the prior written approval of the Westchester County in the case of WC



P25 and Putnam County in the case of the Putnam Radio System. Once approved, all of the terms of this Agreement shall apply to such modification.

**Section 1.13.** Each County acknowledges that the programming provided for herein is not intended to replace each County's existing radio programming for in-county and day-to-day operations, and each County shall keep its existing radio communication system.

**Section 1.14.** Putnam County agrees not to share any programming details or any technical details unique to WC P25 to third parties except as permitted hereunder or permitted under the law.

**Section 1.15.** Westchester County agrees not to share any programming details or any technical details unique to the Putnam Radio System to third parties except as permitted hereunder or permitted under the law.

**Section 1.16.** The counties acknowledge and agree that they will each obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

**Section 1.17.** Each Party's radio communication system shall remain its property. It is expressly understood that this Agreement does not constitute a lease and that no ownership or property rights whatsoever are being transferred under this Agreement.

**Section 1.18.** Reciprocal assistance and mutual aid between the counties, and their respective Fire and EMS agencies, shall be authorized and coordinated through Westchester County's fire communication center (or designee) and Putnam County's fire communication center (or designee).

**Section 1.19.** The WC P25 channel(s) and Putnam Radio System channel(s) shall be used for interoperability, public safety/public service communication and/or mutual aid between the counties.

**Section 1.20.** Each County will responsible to assign alias for each Subscriber's use of its radio communication system.

## **ARTICLE II**

### **TERM AND TERMINATION**

**Section 2.1.** The term of this Agreement shall commence on May 1, 2025 and expire five (5) years thereafter, unless sooner terminated.

**Section 2.2.** In the event either County defaults in the performance of any term, condition or covenant herein contained and does not cure such default within forty-eight (48) hours of written notice thereof, the non-defaulting County, in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement immediately upon notice to the defaulting County. Upon termination, all right of the to use the defaulting County to use the non-defaulting's radio system shall cease and terminate.

**Section 2.3.** Westchester County on thirty (30) days' notice to Putnam County may terminate this Agreement in whole or in part when it deems it to be in its best interest.

**Section 2.4.** Putnam County on thirty (30) days' notice to Westchester County may terminate this Agreement in whole or in part when it deems it to be in its best interest.

## **ARTICLE III**

### **MISCELLANEOUS**

**Section 3.1.** Westchester County agrees, that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Westchester County, Westchester County shall indemnify, defend and hold harmless Putnam County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss caused by the performance or failure to perform

hereunder by the Westchester County or third parties under the direction or control of the Westchester County.

**Section 3.2.** Putnam County agrees, that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Putnam County, Putnam County agrees to indemnify, defend and hold harmless Westchester County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss caused by the performance or failure to perform hereunder by the Putnam County or third parties under the direction or control of Putnam County.

**Section 3.3.** Neither County shall assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the other County. Any purported delegation of duties, assignment of rights or subletting of this Agreement without the prior written consent of the other County is void.

**Section 3.4.** Each County shall comply, at its own expense, with all applicable local, state and federal laws, rules, regulations, including those promulgated by the FCC, and obtain, at its own expense, all approvals applicable to its performance under this Agreement.

**Section 3.5.** Nothing contained herein shall create a special relationship between the Parties. Nothing contained herein shall be deemed to create any employment, agency, joint venture or partnership relationship between the parties or any of their agents or employees or any other arrangement that would impose liability upon one party for the act or failure to act on the other party.

Neither party shall be liable for any consequential, incidental or indirect damages or punitive, special, or other damages that are not direct damages.

**Section 3.6.** Failure by either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

**Section 3.7.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable.

**Section 3.8.** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:  
Commissioner  
Department of Emergency Services  
County of Westchester  
4 Dana Road  
Valhalla, New York 10595

With a copy to:  
Westchester County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Putnam County:  
Commissioner  
Bureau of Emergency Services  
County of Putnam  
112 Old Route 6  
Carmel, New York 105012

With a copy to:  
Putnam County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

**Section 3.9.** This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**Section 3.10.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**Section 3.11.** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 3.12.** The headings and section references in the Agreement are inserted only for convenience and are not to be construed as part of the Agreement or as a limitation of the scope of the particular section to which the heading refers.

**Section 3.13.** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[Intentionally Left Blank.  
Signature Pages to Follow.]

**IN WITNESS WHEREOF**, the County of Westchester and the County of Putnam have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Susan Spear  
Commissioner  
Department of Emergency Services

**THE COUNTY OF PUTNAM**

By: \_\_\_\_\_  
Robert Lipton  
Commissioner  
Bureau of Emergency Services

Authorized by Putnam County on \_\_\_\_\_.

Authorized by Act No. \_\_\_\_\_ adopted by the Board of Legislators of the County of Westchester on \_\_\_\_\_..

Approved:

\_\_\_\_\_  
Associate County Attorney  
The County of Westchester  
k: noe/des/Westchester and Putnam ima re radio system programming

**STATE OF NEW YORK** )  
 ) ss.:  
**COUNTY OF WESTCHESTER** )

On \_\_\_\_\_, 2025 before, me this undersigned, personally appeared SUSAN SPEAR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On \_\_\_\_\_, 2025 before, me this undersigned, personally appeared ROBERT LIPTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

## SCHEDULE "A"



**WC P25 Interoperability  
User Agreement**

Public Safety Agency Name: \_\_\_\_\_ (“Applicant”)

Applicant Contact Information for notices under this Agreement (Maybe changed by written notice to Westchester County):

Mailing Address: \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Fax Number or Other Contact Info: \_\_\_\_\_

By signing this WC P25 Interoperability User Agreement (the “Agreement”), the Applicant agrees to the following terms and conditions:

1. The Applicant agrees to follow the WC P25 Policies & Procedures, as may be amended from time to time (“WC P25 Policies”), to seek permission to have its subscriber radio(s) approved for access to County-designated WC P25 channels (“WC P25”). If the subscriber radio(s) is/are approved, the Applicant agrees to abide by the WC P25 Policies. If the Applicant fails to abide by the WC P25 Policies, it agrees that Westchester County may immediately disconnect, suspend or terminate its use of WC P25.
2. The Applicant agrees that permission from Westchester County to utilize WC P25 is a non-exclusive, royalty free, non-assignable license for mutual aid and interoperability purposes.
3. The Applicant agrees not to alter WC P25 in anyway. The Applicant agrees not to share any programming details or any technical details unique to WC P25 to third parties.
4. If the subscriber radio(s) is/are approved for use on WC P25, Westchester County offers access to WC P25 channel(s) at no cost to the Applicant. The Applicant agrees that it shall be responsible for all costs and expenses associated with utilizing WC P25.
5. The Applicant agrees to comply, at its own expense, with all applicable federal, state or local laws, rules, regulations, including those promulgated by the FCC.
6. The Applicant agrees this is not a lease and no ownership or property rights are being transferred under this Agreement. The Applicant agrees that, if approved, WC P25 shall be available to the Applicant for only as long as Westchester County, in its sole discretion, makes WC P25 available. Westchester County retains sole and absolute discretion in determining whether to continue to make WC P25 available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. Westchester County may cease making WC P25 available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as WC P25 is made available to users, each user will have access to WC P25 in its then-current form. Westchester County in its sole discretion may change WC P25 as it deems necessary and proper.

Connection to and use of WC P25 is being provided “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE”. The County disclaim all warranties of any kind, express or implied. The County shall not be responsible for any issues with regard to WC P25, including any interruption, defect, delay, failure or malfunction involving equipment, hardware, software or communications. The County shall have no liability to the Applicant related to any claim, whether in contract, tort or otherwise, that is related to or arises out of use of WC P25.

7. The Applicant agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from negligence of Westchester County, the Applicant agrees to indemnify, defend and hold Westchester County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of the performance or failure to perform hereunder by the Applicant or third parties under the direction or control of the Applicant.

8. This Agreement shall commence upon execution by both parties and shall continue until terminated by either party. Either party may terminate this Agreement upon forty-eight (48) hours written notice to the other party.

9. The parties disclaim any employer/employee, fiduciary, agency or special relationship. The Applicant hereby waives any and all claims to benefits or privileges, if any, available to persons as employees. The Applicant shall comply, at its own cost and expense, with the provision of all federal, state or local laws, ordinances, regulations or rules applicable to it, including, the NYS Labor Law and Worker's Compensation Law and license requirements.

10. All notices under this Agreement shall be in writing and either sent to the Applicant to the address set forth above or to Westchester County to the Commissioner of the Department of Emergency Services at the address set forth below with a copy to: Westchester County Attorney, Michaelian Office Building, Room 600, 148 Martine Avenue, White Plains, New York 10601.

11. This Agreement may be executed simultaneously in several counterparts. This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except in writing signed by both parties.

12. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the Westchester County Attorney.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

<p>THE COUNTY OF WESTCHESTER</p> <p>By: _____ Date _____</p> <p>Commissioner Department of Emergency Services County of Westchester 4 Dana Road Valhalla, New York 10595</p>	<p>APPLICANT:</p> <p>By: _____ Date _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p>
<p>Approved:</p> <p>_____ County Attorney The County of Westchester</p>	



WAll  
Prot 5/13/25

Reso

#6

PUTNAM COUNTY EXECUTIVE  
KEVIN M. BYRNE

MEMORANDUM

Date: April 29, 2025

To: Chair Amy Sayegh

Cc: Diane Schonfeld, Clerk of the Legislature

From: Kevin Byrne  
Putnam County Executive

A handwritten signature of Kevin Byrne, consisting of a stylized 'K' and 'B'.

LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

2025 APR 30 AM 10:57

Re: Re-appointment of Representatives to Emergency Services Safety Advisory Board

Pursuant to Section 25-38 of the Putnam County Code, and upon recommendation of the members of the Board, it is my privilege to re-appoint Catherine Lewis and Nat Prentice to the Putnam County Emergency Services Safety Advisory Board (ESSAB) as representatives. These candidates are well-qualified and experienced in their respective fields and will be tremendous assets to the Board. All members shall serve without compensation, per Article 3 of the ESSAB Bylaws.

Therefore, I respectfully ask the Legislature to place these appointments on the next appropriate legislative committee meeting with the intention that they be confirmed during the next full legislative meeting.

Listed below are the positions and terms they will serve.

- Nat Prentice  
Community Representative, Jan. 1, 2025 to December 31, 2027
- Catherine Lewis  
EMS Council Representative, Jan. 1, 2025 to December 31, 2027

Attached for your review are the resumes of both candidates as well as a memo from BES Commissioner Lipton requesting the appointments. Thank you for your timely attention to this request and your commitment to the guidelines set forth in our County Code.

/lr  
Attachments



# PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



Kevin M. Byrne  
County Executive


Robert A. Lipton  
Commissioner of Emergency Services

J. Ralph Falloon  
Deputy Commissioner of Emergency Services

Christopher B. Shields  
Director of Emergency Management

Robert Cuomo  
Director of Emergency Medical Services

## MEMORANDUM

**To:** Kevin M. Byrne, County Executive  
**From:** Robert A. Lipton, Commissioner   
**Re:** Emergency Services Safety Advisory Board  
**Date:** January 31, 2025

Per Article 3 of the ESSAB By-Laws:

"Appointment Procedure of the Putnam County Emergency Services Safety Advisory Board Rules and Regulations"

"The Putnam County Emergency Services Safety Advisory Board will make recommendations to the County Executive who will appoint members. Consummation is then needed by the Putnam County Legislature. All members shall serve without compensation."

The Board respectfully requests the re-appointment of Frank DiMarco, representing the Chief's Association, for a three-year term commencing January 1, 2025 to expire December 31, 2027.

The Board respectfully requests the re-appointment of Nat Prentice, representing the Putnam County Community for a three-year term commencing January 1, 2025 to expire December 31, 2027.

The Board respectfully requests the re-appointment of Catherine Lewis, representing the EMS Council for a three-year term commencing January 1, 2025 to expire December 31, 2027.

There is one open position representing the Putnam County Community in which the Board is looking to fulfill this year.

Thank you.

RAL/hz

Nat Prentice is the Principal of Prentice Investment Management LLC, a NYS Registered Investment Advisor in Garrison, NY. His volunteer activities include service to the Cold Spring Chamber of Commerce (currently President), Community Foundations of the Hudson Valley (Committee Member, Putnam County Advisory Board), Garrison Fire District (Fire Commissioner appointed 2016, elected 2021), Putnam County Business Council (currently Vice President, Government Affairs), Town of Philipstown (Coordinator of Comprehensive Plan Committee), Paramount Hudson Valley Arts (Board Member) and Stonecrop Gardens (Board Member). Nat is married to Anita Rhett and has three grown children (Annabel, Michael and Rhett) and four grandchildren (Callan, Rose, Miles and Henry). The Prentices live in Garrison (848 Route 9D) in the house that Nat grew up in, having lived in Baltimore and Philadelphia previously.

Nathaniel S. Prentice

848 Route 9D, Garrison NY 10524

845-661-8937

Natprentice848@gmail.com

## *Catherine Lewis*

914-490-6395

[Catherine.lewis@nuvanceheath.org](mailto:Catherine.lewis@nuvanceheath.org)

### **Professional Experience**

#### **R.N. Co-Chair Emergency Management**

**Putnam Hospital Center 2019 - Present**

- Coordinate responses to internal and external disasters at Putnam Hospital
- Work with Putnam County Bureau of Emergency Services in coordinated efforts regarding Emergency Operations Center.

#### **R.N. Nursing Supervisor**

**Putnam Hospital Center 2024 - Present**

- Coordinate and manage all floors and units of Putnam Hospital
- Handle patient experience throughout Putnam Hospital
- Coordinate staffing

#### **R.N. Assistant Patient Manager for Critical Care and Emergency Department**

**Putnam Hospital Center 2020 - 2023**

- Scheduling of Nursing Staff
- Payroll for nursing staff
- Member of the patient wellness and safety committee

#### **R.N. Associate Nurse Manager ICU/Telemetry**

**Putnam Hospital Center 2016- 2020**

- Scheduling of Nursing Staff
- Payroll for nursing staff
- Member of the patient wellness and safety committee

#### **R.N. Charge Nurse on Med Surge 2 Telemetry**

**Putnam Hospital Center 2013- 2016**

- Manage the day-to-day operations of the unit/floor.
- Assign Daily Nursing assignments.
- Patient Satisfaction surveys
- Respond to patient complaints.

**Previous Positions at Putnam Hospital Include:**

- Staff Nurse Emergency Department, Interventional Radiology, Intensive Care Unit, and Pediatrics

**Volunteer Experience**

- Lake Carmel Fire Department 1999-Present
  - EMT
  - Chief Medical Officer 2019-2022
  - EMS First Lt 2020
  - EMS Second Lt 2019
  - PI review for pre-hospital care reports.
  - Pre-Hospital Care Reports submission to New York State
  - Board of Director 2006
  - EMS Training Coordinator
- Putnam County Medical Reserve Corps, 2011-2020
- Victims Impact Panel for Putnam County 2000-Present (speaker)
- Putnam County Bureau of Emergency Services (2000-2020)

**Key Skills & Core Competencies**

- Excellent communication and leadership skills
- Good customer service based on the Studer Philosophy
- Customer management and organizational skills

**Education & Qualifications**

- Bachelor's degree in nursing from Western Connecticut University
- Associate degree in nursing from Dutchess Community College
- Current New York State R.N. license
- Current New York State Emergency Medical Technician
- American Heart Association CPR Instructor
- Advanced Cardiac Life Support
- Pediatric Advance Life Support



ccAll  
Prot - FYI  
5.13.25

## PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



#7

Kevin M. Byrne  
County Executive

Robert A. Lipton  
Commissioner of Emergency Services

J. Ralph Falloon  
Deputy Commissioner of Emergency Services

Christopher E. Shields  
Director of Emergency Management

Robert Cuomo  
Director of Emergency Medical Services

### MEMORANDUM

**To:** Paul E. Jonke, Chair, Protective Services  
**From:** Robert A. Lipton, Commissioner  
**Re:** May Protective Services Committee Meeting  
**Date:** April 25, 2025

---

I would like to add the SFY2025 Next Generation 911 (NG911) Grant to the Protective Services agenda for May.

There are no matching funds required for this Grant and it will be used for the upgrade of the Vesta 9-1-1 Phone System. The information package is attached.

Thank you.

2025 APR 28 PM 1:29  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY





# **Homeland Security and Emergency Services**

## **SFY2025 Next Generation 911 (NG911) Grant Program**

### **Grant Guidelines and Application Kit**

**Application Deadline: June 4, 2025, by 4:00pm**

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## **I. Introduction**

The NYS Division of Homeland Security and Emergency Services (DHSES) is making \$85 million in State funding available to enhance Next Generation 911 (NG911) for county level primary Public Safety Answering Points (PSAPs) and primary PSAP backup centers to prepare for NG911 implementation through the SFY2025 Next Generation 911 Grant Program (NG911 Grant Program). The county's primary PSAP is defined as a PSAP operated by, or for, the county, and is typically the PSAP that first receives a wireless 911 call. The primary PSAP backup is defined as the PSAP that is designated to be the first alternate for the county primary PSAP in the event of a failure. This grant will support call handling functions within the Public Safety Answering Points and the primary Public Safety Answering Points backup facility (if applicable) to include interfaces, equipment and software applications necessary for agencies to receive and process incidents with the overarching goal of increasing statewide capabilities to accept NG911 calls in accordance with the current NENA i3 standard and any applicable iteration of the standard thereafter.

Call Handling Equipment (CHE) is a key component of an NG911 solution and can be burdensome financially, technologically and operationally when implementing NG911. Older analog technology may not be capable of processing the features available in an NG911 call, thus limiting the information and functionality available to telecommunicators.

As communication technology develops, call handling will need to process not only 911 voice calls, but also non-traditional methods of requesting emergency services, including text, video, automatic crash notifications, etc. This grant will assist agencies in the obstacles that exist today with their CHE, allow the agency to analyze their current CHE and optimize/update their CHE to the requirements that will be required to connect to the Emergency Services IP Network (ESInet) and Next Generation Core Services.

## **II. Eligibility**

Eligibility for this grant program is limited to New York State counties that fall outside of the five (5) boroughs of New York City based on the statutory requirements outlined in the state appropriation language which established these program funds.

## **III. Allocations**

The \$85 million in funding through the SFY2025 Next Generation 911 Grant Program will be distributed noncompetitively among all eligible applicants, providing a base-level of funding totaling \$57 million (\$1,000,000 per county) and incorporating county population (based on current census data) for the remaining \$28 million. The chart below depicts each eligible county and its allocation amount.

County	Award Amount	County	Award Amount
Albany	\$1,639,396	Oneida	\$1,639,396
Allegany	\$1,266,796	Onondaga	\$1,639,396
Broome	\$1,639,396	Ontario	\$1,515,197
Cattaraugus	\$1,515,197	Orange	\$1,639,396
Cayuga	\$1,515,197	Orleans	\$1,266,796
Chautauqua	\$1,515,197	Oswego	\$1,515,197
Chemung	\$1,515,197	Otsego	\$1,266,796
Chenango	\$1,266,796	Putnam	\$1,515,197
Clinton	\$1,515,197	Rensselaer	\$1,639,396
Columbia	\$1,515,197	Rockland	\$1,639,396
Cortland	\$1,266,796	Saratoga	\$1,639,396
Delaware	\$1,266,796	Schenectady	\$1,639,396
Dutchess	\$1,639,396	Schoharie	\$1,266,796
Erie	\$1,937,477	Schuyler	\$1,266,796
Essex	\$1,266,796	Seneca	\$1,266,796
Franklin	\$1,266,796	St. Lawrence	\$1,515,197
Fulton	\$1,266,796	Steuben	\$1,515,197
Genesee	\$1,266,796	Suffolk	\$1,937,477
Greene	\$1,266,796	Sullivan	\$1,515,197
Hamilton	\$1,266,796	Tioga	\$1,266,796
Herkimer	\$1,515,197	Tompkins	\$1,515,197
Jefferson	\$1,515,197	Ulster	\$1,639,396
Lewis	\$1,266,796	Warren	\$1,515,197
Livingston	\$1,515,197	Washington	\$1,515,197
Madison	\$1,515,197	Wayne	\$1,515,197
Monroe	\$1,937,477	Westchester	\$1,937,477
Montgomery	\$1,266,796	Wyoming	\$1,266,796
Nassau	\$1,937,477	Yates	\$1,266,796
Niagara	\$1,639,396		

**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.**

The period of performance for contracts supported by funds will be a total of five (5) years, beginning on **August 1, 2025**, and ending on **July 31, 2030**, with the possibility of an extension based on need. Please note that expenditures submitted for reimbursement must be incurred during this period of performance in order to be paid.

#### **IV. Grant Objectives**

DHSES has identified the following objectives for the NG911 Grant Program:

- 1) To provide funding to all eligible county level primary Public Safety Answering Points (PSAPs) and Primary PSAP backup centers to prepare for NG911. The county's primary PSAP is defined as a PSAP operated by, or for, the county, and is typically the PSAP that first receives a wireless 911 call. The primary PSAP backup is defined as the PSAP that is designated to be the first alternate for the county primary PSAP in the event of a failure.
- 2) To develop multijurisdictional PSAP compatibility throughout the state and support statewide interoperable communications for first responders to improve public safety.
- 3) If the applicant county contains additional or local PSAPs and the county provides (or will provide with this grant) a single CHE platform across multiple PSAPs, the county may also utilize this grant for permissible expenses at those additional PSAPs to ensure a single CHE platform.

#### **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 (Wireless PSAP 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>.

Additional resources that should be reviewed:

- **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](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/assets/A-National-Plan-for-Migrating-to-IP-Enabled-911-Systems-1638566124.pdf>.

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**

NENA i3 Standard for NG911: NENA-STA-010.3f-2021 (or current version). This standard provides key technical guidelines for the implementation of NG911 systems. The NENA Standards can be found at [www.nena.org](http://www.nena.org).

- **Organization for the Advancement of Structural Information Standards (OASIS)**

For Data Standards refer to OASIS at [www.oasis-open.org](http://www.oasis-open.org).

## **V. Authorized Program Expenditures**

**Please note:** At least 50% of each awardee's expenses must be for hardware purchases.

### **A. Permissible Costs**

- Call Handling Equipment (CHE) – new (meets NENA i3 Standard requirements)
- Upgrade CHE or refresh CHE to most current standard and meet the technical specifications set forth by New York State
- New or a refresh of Logging recorders
  - Logging recorder must comply with the NENA i3 standard and any subsequent amendments.
  - Reference: NENA-STA-010.3f-2021
- IP-based network equipment that specifically supports the PSAP
  - Routers, Switches
  - Firewalls for high-speed data and security
- Infrastructure/Facility upgrades (back room) equipment at the PSAP, where they directly support the CHE.

**Additional permissible expenses**, if and when the eligible county has accomplished the projects above, are listed below. **Important Note:** *Prior to requesting any of the following items, DHSES-OIEC must be consulted to pre-approve the specific project(s).*

- GIS Data and Support as related to 911 call processing and/or dispatching
- ESInet costs that are permissible:
  - Fiber-optic infrastructure that directly support 911 call delivery (additional capacity may also be built in conjunction, e.g. such as dark fiber strands in new cables);
  - Network equipment (including routers, switches, firewalls, network management and monitoring) that directly support 911 call delivery;
  - Construction costs related to installation of fiber-optic networks that directly support 911 call delivery;
  - Construction of redundant network entrance facilities that directly support 911 call delivery;
  - Network connectivity between PSAPs (e.g. within a county, between primary and backup, between counties) when used for 911 call delivery;
  - Design/consultant services for the construction of fiber-optic infrastructure and/or redundant entrance facilities that directly support 911 call delivery;
  - Backup power systems that support networks for 911 call delivery.

#### **B. Non-Permissible Costs**

Costs that are not permissible include:

- Salaries;
- Maintenance to existing systems that do not directly support the delivery of 911 Calls;
- Land mobile radio subscriber equipment;
- Computer Aided Dispatch;
- Land Mobile Radio consoles;
- Furniture;
- PSAP construction costs, except those necessary to implement the new CHE purchased in this grant.

### **VI. Application Format and Content**

- A. **Required Application 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 online 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 the

following link: <https://www.dhSES.ny.gov/e-grants>.

A detailed tutorial on how to use the E-Grants system for NG911 Grant submissions can be found on the DHSES Grants webpage at the following link: <https://www.dhSES.ny.gov/state-funded-programs#interoperable-and-emergency-communications-grants>. 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 NG911 Grant Program Application Worksheet. The worksheet must be completed in its entirety before the submission due date, including the general information, and data aggregation sections of the application with all supporting requested documentation. **Incomplete applications may result in a delay of the award process.**

The required NG911 Grant Program Application Worksheet will collect the following information from applicants:

- Documentation methods
- General IT status
  - Production environment descriptions and versions, including locations of all CHE servers and endpoints in the county
- Regional coordination status
  - Training available

The Grant instructions and “Frequently Asked Questions” received during an application period are available on the DHSES website: <https://www.dhSES.ny.gov/state-funded-programs#interoperable-and-emergency-communications-grants>

After the successful 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. Please refer to the E-Grants tutorial for more details on this process.

## **VII. Timeline and Checklist of Required Documents**

- Applications are due to DHSES by **4:00PM EDT on June 4, 2025**.
- Applications must be submitted via E-Grants and include the completed Application Worksheet as an attachment.
- Complete applications must include answers to all questions listed in the application. Please note that information that is unclear or missing may result in a delay of the award process.
- Applicants may 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.

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 SFY2025 Next Generation 911 Grant Program funds runs from **August 1, 2025** to **July 31, 2030** with the possibility of an extension based on demonstrated need.

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: <https://www.dhSES.ny.gov/e-grants>. A detailed tutorial on how to use the E-Grants system for SFY2025 NG911 Grant Program application submission can be found on DHSES Grants webpage at the following Internet address <https://www.dhSES.ny.gov/state-funded-programs#interoperable-and-emergency-communications-grants>. 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 – Standard Clauses for New York State Contracts

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 <https://www.dhSES.ny.gov/grant-reporting-forms>. 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, citizenship or immigration status, sexual orientation, gender identity or expression, military status, age, disability, predisposing genetic characteristic, marital status, familial 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 3 of Veterans' Services Law 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/offeree 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](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](mailto: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](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](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 \$100,000. 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 SFY2025 Next Generation 911 Grant Program should be directed to the following email address: [Grant.Info@dhSES.ny.gov](mailto:Grant.Info@dhSES.ny.gov). To the degree possible, each inquiry should cite the Grant Guidelines 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.

**Protective Services Meeting**

**May 13, 2025**

**Item #8**

**Discussion/ Sheriff's Office/ Procurement of Equipment/  
Sheriff Kevin McConville**