

THE PUTNAM COUNTY LEGISLATURE

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

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



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

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

Members: Chairwoman Nacerino & Legislators Addonizio, Sayegh

Thursday

6:00p.m.

August 17, 2023

(The Physical Svcs. Mtg. will Immediately Follow)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Discussion/ License Plate Policy/ Sheriff Kevin McConville**
- 4. Update/ Utilization of the PC Sheriff Office's Rescue Truck in the July 10, 2023, Putnam Valley Storm Operations Policy/ Sheriff Kevin McConville**
- 5. Approval/ Budgetary Amendment 23A052/ Request the Use of T-Commission Funds to Purchase Equipment to Provide Internet Access to the Correctional Facility & Inmate Law Library/ Sheriff Kevin McConville**
- 6. FYI/ Fund Transfer 23T217/ Replace 2 Cameras which cover parking lot behind the Sheriff's Office/ Sheriff Kevin McConville**
- 7. Update/ School Bus Safety- Installation of Cameras/ Director of Purchasing John Tully & Sheriff Kevin McConville**
- 8. Update/ Putnam County New Fire Training Center/ Commissioner Bureau of Emergency Services Robert Lipton**

- 9. Approval/ Budgetary Amendment 23A039/ Demolition, Site Work and Foundation Preparation for New Fire Training Center Project/ Bureau of Emergency Services Robert Lipton**
- 10. Approval/ Budgetary Amendment 23A043/ Repurpose ARPA Funds Earmarked for Statewide Interoperable Communications To fund the Installation and related costs of the New Fire Training Center/ Commissioner Bureau of Emergency Services Robert Lipton**
- 11. FYI/ Grant Application - 2023 Statewide Interoperable Communications Targeted Grant Program/ Commissioner Bureau of Emergency Services Robert Lipton**
- 12. Other Business**
- 13. Adjournment**

Protective
8/17/23

CC: All
FyH Discussion

#3

P-1

**PUTNAM COUNTY SHERIFF'S OFFICE
INTER-OFFICE MEMORANDUM**

August 8, 2023

TO: Chairwoman Ginny Nacerino, Protective Services Committee

FROM: Sheriff Kevin J. McConville

SUBJECT: PCSO Rescue Truck and NYS Model Policy License Plate Readers

I am requesting the referenced items be placed on the Agenda for the August 17, 2023 Protective Services Committee Meeting.

2023 AUG - 8 PM 5: 31
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

E-mailed FR:
Sheriff McConville
8/10/2023

cc: All
Protective
8/11/23
Discussion

#3

License Plate Reader Model Policy

June 2022

2023 AUG 10 PM 12:56
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY



**Municipal Police
Training Council**

New York State Division of Criminal Justice Services
80 South Swan Street, Albany, New York 12210

www.criminaljustice.ny.gov



Municipal Police Training Council

License Plate Reader Model Policy

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THIS EDITION IS PUBLISHED BY THE:

New York State Division of Criminal Justice Services
Office of Public Safety
80 South Swan Street
Albany, New York 12210

<http://www.criminaljustice.ny.gov>

VERSION: June 2022

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Acknowledgements

New York State Association of Chiefs of Police

New York State Police

New York City Police Department

New York State Sheriff's Association

New York State Archives

License Plate Reader Model Policy

Municipal Police Training Council

I Purpose

The purpose of this policy is to provide guidance to law enforcement agencies in developing written policies and procedures regarding the use of license plate reader technology. The policy promotes public safety and efficiency of law enforcement criminal investigatory activities through the use of license plate reader technologies and protocols, while ensuring the appropriate safeguards are in place to protect the privacy, civil rights and civil liberties of individuals. This policy is intended to allow for the individual needs of police agencies in New York State regardless of size or resource limitations. Law enforcement agencies are encouraged to customize these protocols to meet their agency's needs, while being mindful of the intent of the policy.

II Policy

License plate reader technology can be used to enhance public safety by assisting law enforcement to identify possible vehicles involved in an investigation. The technology should be used in a manner that protects the civil rights and civil liberties of citizens, including those rights guaranteed by the First, Fourth, and Fourteenth Amendments of the United States Constitution. The technology shall only be used to scan license plates of vehicles that are exposed to public view.

III Definitions

- A. **"License Plate Reader" (LPR)** - the technology that uses optical character recognition to automatically read license plate characters.
- B. **"LPR Data Query Logs"** - a record of an individual performing a search or a query of license plate reader data and the license plate queried.
- C. **"Hotlist"** - data provided that includes license plate numbers of stolen vehicles, stolen license plates, wanted person(s) with a license plate associated with those record, and suspended or revoked registrations. This term also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction or other investigative targets.
- D. **Agency LPR Administrator** - individual(s) designated with administrative oversight of the LPR system deployment, operations, and maintenance.

License Plate Reader Model Policy

Municipal Police Training Council

IV Permissible Use of License Plate Reader Technology

- A. The use of LPR technology and associated equipment and databases by law enforcement are authorized only for official public safety purposes.
- B. Law enforcement professionals are only authorized to utilize license plate reader technology to:
 - 1. Attempt to identify and/or locate a vehicle related to an investigation; or
 - 2. Attempt to identify vehicle owner(s) and/or occupant(s) when such individual(s):
 - a. has committed a criminal offense; or
 - b. is involved in or is planning criminal conduct or activity; or
 - c. is a possible missing person, crime victim, or witness to criminal activity; or
 - 3. Prevent, detect, and/or assess potential safety threats to members of the public and/or public officials.
 - 4. Identify vehicles during routine patrol with suspended or revoked vehicle registrations.
 - 5. Regulate public parking areas.
 - 6. Monitor access to secured areas.
- C. Use of Hotlists
 - 1. Law enforcement professionals using an LPR should ensure the most current hotlist data available is uploaded.
 - 2. When the LPR indicates a hit from the hotlist, prior to initiating any stop¹, the law enforcement professional shall verify that the captured plate image matches the plate number of the vehicle and State of registration. An inquiry can be used to assist in determining whether any further law enforcement action is warranted.

¹ All stops must be constitutionally valid and should be performed in accordance with local policies and procedures.

License Plate Reader Model Policy

Municipal Police Training Council

D. LPR Data Sharing and Dissemination

1. LPR data should be considered For Official Use Only and shall only be shared for legitimate law enforcement purposes.
2. Law enforcement may accept database search requests from another law enforcement agency or grant access to the database to another agency, in an attempt to identify individuals through the use of LPR technology, provided the following requirements are met:
 - a. All permissible and prohibited uses of this policy are adhered to; and
 - b. LPR data and search results may be disseminated to any law enforcement agency or official with a need to know such information in the performance of official duties, provided the dissemination is for an authorized use as delineated in Section IV,B and is subject to all Federal and New York State Laws on privacy, confidentiality and dissemination.
3. When LPR data is disseminated outside of the agency, the reason(s) and identity of the authorized requesting person or agency shall be documented.

V Prohibited Use

- A. The use of license plate reader technology is restricted to approved legitimate law enforcement purposes as outlined in this policy. Use of license plate reader technology for personal or other non-official purposes is a violation of this policy.
- B. License plate reader technology shall not be used for investigatory purposes when the request for identification is based solely upon:
 1. Religious, political, or social views or activities; and
 2. Participation in a noncriminal organization or lawful event.

VI Records

- A. Agency administrator will be responsible for:

License Plate Reader Model Policy

Municipal Police Training Council

1. maintenance of data, including the retention of LPR data, requests for searches of LPR data, and the maintenance of hotlists;
 2. monitoring and maintaining a list of active authorized users who have access to the system; and
 3. ensuring a vendor does not add users without coordinating with the responsible law enforcement agency.
- B. All license plate reads captured through the permissible use of license plate reader technology shall be retained for a minimum of one year in accordance with NYS Archives retention and disposition schedule.²
- C. Any LPR data determined to have investigative or prosecution value shall be archived in accordance with applicable statutory timeframes.
- D. If no extension of LPR data retention is required, the recordings may be destroyed in accordance with the agency's retention procedures and with approval from the agency administrator.
- E. All LPR inquiries shall document reason(s) for search, a case or incident number, and identity of the authorized inquirer.
- F. LPR Data Query Logs shall be securely maintained and retained for audit purposes for a period of six years in accordance with NYS Archives retention and disposition schedule.³
- G. Procedures and practices to evaluate and monitor the use of LPR data and measure compliance of use with this policy, including the performance of periodic and random audits and/or inspections shall be instituted.
- H. Any and all disclosure of LPR data must be consistent with the agency's record release policy and applicable statutes regarding, but not limited to, evidence discovery and disclosure pursuant to the Freedom of Information Law (FOIL). Any requests for such data should be reviewed by the agency's legal advisor.

VII Training

² New York State Archives Local Government Retention Schedule (LGS-1) Public Safety Item #1241

³ New York State Archives Local Government Retention Schedule (LGS-1) Public Safety Item #1221a

License Plate Reader Model Policy

Municipal Police Training Council

- A. Authorized personnel with access to LPR data, at a minimum, will have received initial training on:
 - 1. how to use the LPR technology;
 - 2. knowledge and understanding of the agency's LPR policy and procedures; and
 - 3. applicable laws and privacy protections.
- B. Any changes in hardware, software, applicable law(s), or annual review of the agency's LPR policy and procedures that results in necessary amendments, are the subject of continued in-service training and/or through issuance of training bulletins, as necessary.
- C. This policy is not intended to be a substitute for proper training in the use of LPR technology.

Protective
8/17/23

CC: All

P-1

PUTNAM COUNTY SHERIFF'S OFFICE
INTER-OFFICE MEMORANDUM

Update

#4

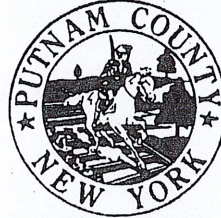
August 8, 2023

TO: Chairwoman Ginny Nacerino, Protective Services Committee
FROM: Sheriff Kevin J. McConville
SUBJECT: PCSO Rescue Truck and NYS Model Policy License Plate Readers

I am requesting the referenced items be placed on the Agenda for the August 17, 2023 Protective Services Committee Meeting.

2023 AUG - 8 PM 5:31
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MICHAEL LEWIS
Commissioner Of Finance



SHEILA BARRETT
Deputy Commissioner Of Finance

social
Prot - 8/17
A+A - 8/24
Reso
Approval
#5

DEPARTMENT OF FINANCE

November 15, 2022

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

2023 AUG 10 AM 10: 28
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Dear Ms. Schonfeld,

Pursuant to Code Section 5-1, A dated February 14, 2010, I am advising you of the following budgetary amendment **23A052** which was submitted for approval.

Increase Revenue:

10315000 426605

Jail – Inmate T-Com Use of Reserve

\$ 25,709.72

Increase Appropriations:

10315000 54636

Jail – Internet Costs

\$ 25,709.72

2023 Fiscal Impact -0-

2024 Fiscal Impact -0-

Sheriff McConville respectfully requests the use of T-Commission reserve funds to purchase the equipment needed to provide internet access to the Correctional Facility and Inmate Law Library.

AUTHORIZATION:

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

Date County Executive/Designee: Authorized for Legislative Consideration \$5,000.01 - \$10,000

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

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

Putnam County Correctional Facility T-Commission Acct check # 1011 ~ \$25,709.22



KEVIN J. MCCONVILLE
SHERIFF

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



THOMAS H. LINDERT
UNDERSHERIFF

August 2, 2023

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

Dear Commissioner Lewis:

I have authorized the expenditure of Inmate T-Commission Funds to purchase Equipment needed to put Internet in the Correctional Facility. The IT Department has assessed our needs and determined what we would need for this project. The Internet is needed for tablets (electronic logbooks) to work with the new Black Creek Jail Management System and for the Inmate Law Library.

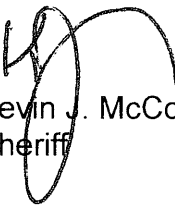
Accordingly, enclosed find check #1011 in the amount of twenty-five thousand seven hundred nine and 72/100 dollars (\$25,709.72). It is respectfully requested that \$25,709.72 of said funds be placed into Munis budget line #10315000, account code #54636, so that the purchase can be completed.

This will have no fiscal impact on the County or Sheriff's Department Budget.

Please ensure that the necessary information is provided to the legislature to meet the five (5) day notice for committee action.

Thank you for your attention to this matter.

Very truly yours,


Kevin J. McConville
Sheriff

KJM/jg

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Timothy Vanasse
Phone: (800) 800-0019 ext. 33011
Fax: (603) 683-1204
Email: tim.vanasse@connection.com

25517071.03

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 7/18/2023
Valid Through: 8/17/2023
Account #:

Account Manager:
Phone:
Fax:
Email:

Customer Contact: AnnMarie Walz
Email: annmarie.walz@putnamcountyny.g

Phone: (845) 808-4000 x41117
Fax: (845) 225-1421

QUOTE PROVIDED TO: AB#: 13250684 PUTNAM COUNTY SHERIFFS DEPT ACCOUNTS PAYABLE 3 COUNTY CTR CARMEL, NY 10512 (845) 225-4300	SHIP TO: AB#: 13250691 Putnam County Sheriffs Dept 3 County Ctr CARMEL, NY 10512 (914) 225-3641
--	--

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	52.00 lbs	Net 30	

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext.
1				NCPA Contract			\$ -
2	2	41163642	R4W44A	Aruba AP-565 Outdoor 11ax Aruba HPE	Aruba HPE	\$ 999.00	\$ 1,998.00
3	2	41219760	HU4S7E	1-Year Foundation Care Next Business Day Exchange AP-565 Outdoor Service Hewlett Packard Aruba/Services	Hewlett Packard Aruba/Services	\$ 68.00	\$ 136.00
4	2	32962909	JW055A	AP-270-MNT-H2 Aruba 270 Series Mounting Kit Aruba HPE	Aruba HPE	\$ 33.00	\$ 66.00
5	12	33124131	JW472AAE	LIC-AP Controller per AP Capacity License E-LTU Aruba HPE	Aruba HPE	\$ 48.00	\$ 576.00
6	12	33137142	H2YU3E	1-Year 24x7 Foundation Care eLTU Hewlett Packard Aruba/Services	Hewlett Packard Aruba/Services	\$ 11.00	\$ 132.00
7	10	36885980	JZ357A	Aruba AP-555 (US) Unified AP Aruba HPE	Aruba HPE	\$ 1,375.00	\$ 13,750.00
8	10	41276697	HJ6S3E	Aruba 1Y FC NBD Exch AP 555 SVC Hewlett Packard Aruba/Services	Hewlett Packard Aruba/Services	\$ 94.00	\$ 940.00
9	5	37286399	R3J15A	AP-MNT-A AP Mount Bracket Aruba HPE	Aruba HPE	\$ 18.00	\$ 90.00
10	5	37286401	R3J18A	AP-MNT-D AP Mount Bracket Aruba HPE	Aruba HPE	\$ 21.00	\$ 105.00
Subtotal						\$	17,793.00
Fee						\$	0.00
Shipping and Handling						\$	0.00
Tax							Exempt!
Total						\$	17,793.00

IT/GIS Dept. Reviewed
 Approved Not Approved
Alan Durr



SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Timothy Vanasse
Phone: (800) 800-0019 ext. 33011
Fax: (603) 683-1204
Email: tim.vanasse@connection.com

25517361.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 7/17/2023
Valid Through: 8/16/2023
Account #:

Account Manager:
Phone:
Fax:
Email:

Customer Contact: AnnMarie Walz
Email: annmarie.walz@putnamcountyny.g

Phone: (845) 808-4000 x41117
Fax: (845) 225-1421

QUOTE PROVIDED TO: AB#: 13250684 PUTNAM COUNTY SHERIFFS DEPT ACCOUNTS PAYABLE 3 COUNTY CTR CARMEL, NY 10512 (845) 225-4300	SHIP TO: AB#: 13250691 Putnam County Sheriffs Dept 3 County Ctr CARMEL, NY 10512 (914) 225-3641
--	--

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	51.00 lbs	Net 30	NCPA 01-44

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NCPA Contract # NCPA 01-44. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	10	41660279	ATS-COV-1175117 54-WHT-ASA	AccelTex White ASA AP Cover 11.75" x 11.75" x 4" AccelTex Solutions	AccelTex Solutions	\$ 33.83	\$ 338.30
						Subtotal	\$ 338.30
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 338.30

IT/GIS Dept. Reviewed
 Approved Not Approved
Eileen Dully



QUOTATION

Date: 07/19/2023
 Quote #: Q009XYY9
 Customer: 484579

Anixter Inc. (a WESCO Company)
 Send Purchase Orders to Anixter Inc.
 2301 Patriot Blvd. Glenview, IL 60026

Customer
 PUTNAM COUNTY SHERIFFS OFFICE
 3 COUNTY CENTER
 CARMEL, NY 10512
 AnnMarie Walz
 Phone: 845-808-1800
 Fax: --
 Email: Annmarie.Walz@putnamcountyny.gov

Annmarie, Putnam, 7/19

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	50	525537 PANDUIT UTPCH2BUY PATCH CORD 2FT CAT5E POWERSUM BLUE	EA	10.36	518.00
2	2	272048 CORNING-C CCH-CP12-E4 12FIBER PANEL LC DUPLEX LOADEDMM OM3/OM4, 6 ADAPTERS PER PANEL AQUA ADAPTER Shipping Location: CRANBURYNJ (179)	EA	122.10	244.20
3	2	180626 CORNING-C CCH-01U 12/48-F RACK-MT ENCLOSURE 19" 1U EMPTY-ACCEPTS 2 PANELS CASSETTES OR MODULES Shipping Location: ANAHEIM,CA (122)	EA	338.07	676.14
4	2	419846 PANDUIT CJ688TGOR-24 1-PORT MOD JACK IDC 8W8P UTP T568A/B CAT6 IP5 MINI-COM GIGA-TX ORANGE 24/PK Shipping Location: CHICAGO,IL (102)	PK	411.84	823.68
5	10	338909 CORNING-C 95-000-99 LC CONNECTOR 62.5/125 CER PRE-POLISHED STUB, CTS COMPATIBLE SENIOR, UNICAM Shipping Location: CRANBURYNJ (179)	EA	22.46	224.60
6	2	319358 PANDUIT NK6PPG24Y 24-PORT PANEL 110-MOD 8W8P T568A/B CAT6 NETKEY BLACK 1RMS ROHS Shipping Location: CRANBURYNJ (179)	EA	293.06	586.12

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.ANIXTER.COM/TERMSANDCONDITIONS ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.



QUOTATION

Date: 07/19/2023
 Quote #: Q009XY9
 Customer: 484579

Anixter Inc. (a WESCO Company)
 Send Purchase Orders to Anixter Inc.
 2301 Patriot Blvd. Glenview, IL 60026

Anmarie, Putnam, 7/19

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
7	4000	CMP-00423PNDP-C6-02 PANDUIT PPF6C04BL-UG 23-4P F/UTP-CMP SOL BC CAT6 FEP/FRPVC BLACK JKT BOX ROHS Shipping Location: DALLAS, TX (104)	MF	1126.42	4,505.68

Quote Total: 7,578.42

TERMS: 1% 10,NET3
Freight Terms: PPD/CHARGE
Shipment: MATERIAL IN ANIXTER INVENTORY SUBJECT TO PRIOR SALE.
Notes: ORDER ACCEPTANCE BASED UPON CREDIT APPROVAL ALL MATERIAL NONRETURNABLE WITHOUT RETURN AUTHORIZATION PLUS RESTOCK FEE.
Currency: USD

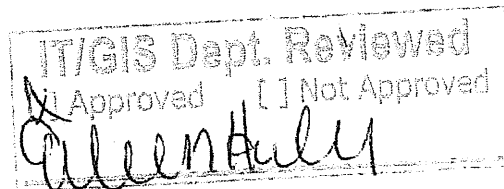
Please refer all inquiries to:

Jake McAfee
 Phone: (859)788-4217
 Mobile: --
 Fax: --
 jake.mcafee@anixter.com

2742 Fortune Dr Suite 150
 LEXINGTON, KY 40509
 US

Comments:

QUOTE VALID FOR 20 CALENDAR DAYS, UNLESS OTHERWISE NOTED. QUOTE DOES NOT INCLUDE SHIPPING/FREIGHT CHARGES. Quantities are subject to normal manufacturer allowances. In the case of wires and cables, such allowances are plus 10% and minus 5%.



The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.ANIXTER.COM/TERMSANDCONDITIONS ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

**COUNTY OF PUTNAM
FUND TRANSFER REQUEST**

*cc: all
8/17 → Prot - FYI
8/24 → A+A - sign
Sign
FYI
#6*

TO: Commissioner of Finance
FROM: Sheriff Kevin J. McConville
DEPT: Corrections
DATE: July 31, 2023

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10011000.54510 (Jail Maint: Machine Maint.)	10011000.52680 (Jail Maint: Other Equipt)	\$17,913.00	Replace 2 cameras which cover parking Lot behind Sheriff's office
		Total	
		\$17,913.00	

SIGNATURES NOT NEEDED – THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

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

Department Head Signature/Designee Date

AUTHORIZATION:

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

Date County Executive/Designee: \$5,000.01 - \$10,000.00

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

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

2023 AUG - 2 AM 11:49
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

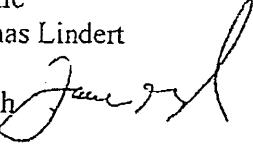
23T217

P-1

Putnam County Sheriff's Department
Inter - Office Memorandum

Date: July 27, 2023

To: Sheriff Kevin McConville
Attn: Undersheriff Thomas Lindert

From: Captain James Greenough 

Subject: BUDGET LINE TRANSFER

Request the following funding and budget transfers:

Reduce 10011000.54510 Machine Maintenance by \$17,913.00
Increase 10011000.52680 Other Equipment by \$17,913.00

These funds will be used to replace two cameras which cover the parking lot behind the Sheriff's Office.

RECEIVED AND FORWARDED FOR ACTION

SGT _____

LT _____

LT _____

CAPT _____

US _____

SHERIFF _____

Approved by
T. B. St. Thomas

July 27, 2023

23T217

Prepared For:

PUTNAM COUNTY - 1123690 - CARMEL, NY - (2) camera replacement upgrade to MS cameras 6-26-

James Greenough
PUTNAM COUNTY
3 County Center
Carmel, NY , 10512
845-225-4300
james.greenough@putnamcountyny.gov

Prepared By:
Securitas Electronic Security, Inc.
3800 Tabs Drive
Uniontown, OH 44685
Phone: 1-855-331-0359
Tracy McCue
Sr Account Executive Regional Enterprise
914-872-4312
tracy.mccue@securitas.com

Project Site:
PUTNAM COUNTY - 1123690
3 COUNTY CENTER
CARMEL, NY , 10512
845-225-4300

23T217

PROPOSAL
PUTNAM COUNTY SHERIFFS OFFICE
AND CORRECTIONAL FACILITY
3 COUNTY CENTER
CARMEL, NY 10512

The following is a proposal for work to be completed at the above location. The work will consist of the following:

Furnish, install , program/configure, focus and test (2) outdoor cameras

De-install single camera outside of office entrance. Re-pipe conduit over entrance door. Add new multi camera corner mount camera, including interphase for twisted pair. Bucket truck needed to reach location.

De-install camera looking at prisoner exercise yard, re-pipe conduit, reinstall new corner mount multi camera including interphase modules for twisted pair. Bucket truck needed to reach location.

Bucket truck included and needed to reach location.

Pipe and Conduit work included

Work to be done during normal business hours

23T217

1 Proposal Schedules:

1.1 Material Schedule:

CCTV Head End



Axis	01500-001	2	\$1,799.27	\$3,598.54
P3719-PLE P37 Series 15MP Ext Multidirectional Dome-3-6mm				
Axis	5504-821	2	\$105.83	\$211.66
T91D51 Wall Mount 1.5" NPS Thread for Fixed Dome Pendant Kit				
Axis	5017-641	2	\$95.24	\$190.48
T91A64 Outdoor Corner Bracket for Network Cameras, White				
American Dynamics	ADVEC01	2	\$279.71	\$559.42
VideoEdge NVR Add-on 1 IP Cam license				

Freight and Handling: \$250.70

Labor Schedule



Project Supervision	4.00	153.85	\$615.38
I.T.	4.00	153.85	\$615.40

Labor Schedule Subtotal: \$1,230.78

Subcontracting & Cable Schedule



Installation of CCTV , conduit and cabling and bucket truck use for (1) day			\$11,870.67
---	--	--	-------------

23T217

2 Purchase Investment Summary:

Pricing Breakdown

Material Schedule	\$4,810.80
Labor Schedule:	\$1,230.78
Subcontracting & Cable Schedule:	\$11,870.67
	Total: \$17,912.25

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

50% upon Order Entry; 50% upon completion of installation. Payment Terms: Due Upon Receipt.

This proposal is valid for 30 days

23T217

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

eMail: tracy.mccue@securitases.com

Please issue any Purchase Order or other contract documents to Securitas Electronic Security, Inc.

Customer Expected Completion Date:

This Agreement shall not become binding on Securitas Electronic Security, Inc. until approved and accepted by Securitas Electronic Security, Inc. management as provided below.

Seller:

Buyer:

Securitas Electronic Security, Inc.

PUTNAM COUNTY

Company

Trade, partnership or corporate name if different from above.

3 Westchester Plaza

3 County Center

Elmsford NY10523

Carmel NY 10512

Address

Address

Tracy McCue, Sr Account Executive Regional Enterprise

James Greenough

Account Representative Name & Title

Name & Title

Securitas ES Management

Authorized Signature Date

Securitas ES Management Signature Date

23T217

Terms and Conditions

1. **GENERAL** - This document and all pages or other items attached hereto or referenced herein, (hereinafter called the Contract, Agreement or Proposal) will constitute a contract between Securitas Electronic Security, Inc. (hereinafter SES) and the Buyer (as listed on the attached) when accepted by SES. If the Buyer issues an order instead of executing this Agreement and said order references this Agreement, then this Agreement shall be deemed to have been signed by the Buyer and any of the terms or provisions of the Buyer's order which are in any way inconsistent with or in addition to the terms and conditions in this contract shall not be binding on either party unless accepted in writing by SES's authorized representatives. Buyer acknowledges and agrees that it has read, understands and agrees to all of the terms and conditions in this Agreement and agrees to purchase, license, or lease all of the equipment and/or services described herein at the prices and payment terms contained herein. SES's Proposal is valid for a period of thirty (30) days from the date of the Proposal.
2. **DELIVERY** - Delivery quoted was based on the best information available from the manufacturers and/or SES's current inventory at the time of Proposal. SES is not responsible for any delays in shipments from manufacturers or changes in SES's inventory level between time of Proposal and receipt of order or signed Contract from the Buyer. Delivery and/or completion dates are based upon prompt receipt of any and all necessary documents from Buyer. Shipments are scheduled after acceptance of an order in accordance with Buyer's requirements. Unless specifically stated to the contrary, however, where existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date and Buyer is advised of deviations, if any, in the shipping or completion schedule. SES reserves the right to make delivery in installments. SES shall not be liable for delays or failure in delivery, manufacture or completion or for any other default by reason of any occurrence or contingency beyond its reasonable control. **IN SUCH EVENT, BUYER AGREES THAT NO REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE) SHALL BE AVAILABLE TO IT.** All shipments will be FOB point of origin. Freight charges will be at Buyer's expense and will be added to the price contained herein.
3. **ACCEPTANCE, TRANSFER OF TITLE, RISK OF LOSS, AND DELIVERY AND INSTALLATION DATES. A. ACCEPTANCE:** Buyer shall be deemed to have accepted the items provided hereunder according to the following: (i) For delivery and installation orders for equipment ("D&I Orders"), Buyer's acceptance will occur upon substantial completion of installation of the item or beneficial use. At SES's request, Buyer will execute a written acknowledgment of the installation date(s) for all of the items transferred under such D&I Order; or (ii) For shipped Orders, Buyer's acceptance will occur upon delivery of the equipment and/or software to Buyer, which for purposes of acceptance will be deemed to have occurred when the items are shipped from SES's shipping point to a Buyer's location, which for software may occur by physical shipment, electronic delivery or notice to Buyer that the software is available for download. **B. TRANSFER OF TITLE AND RISK OF LOSS:** Title, risk of loss, and the right to use the equipment will pass to Buyer upon Buyer's acceptance thereof according to Subsection A above. Notwithstanding the foregoing, under no circumstances will title to any software be transferred hereunder.
4. **PRICES** - The prices stated are exclusive of any transportation charges (except as covered in Section 2 above), insurance, and federal, state, municipal or other government tax including sales and use taxes, now or hereinafter imposed upon the production, storage, sale, transportation or use of the products described herein. Such taxes or other charges applied directly to the sale hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide an exemption certificate acceptable to the authorities.
5. **PAYMENT** - Unless otherwise specifically stated to the contrary in the Proposal, the terms of payment are as follows, without notice, demand, reduction or set-off: **A. EQUIPMENT AND INSTALLATION** - Thirty percent (30%) is due at time of order acceptance (equipment will not be ordered and work will not begin until deposit is received), with the balance due in monthly progress payments covering equipment received and labor performed (net ten (10) days from invoice date. **B. RECURRING SERVICES** - Billed in advance. **C. OVERDUE INVOICES** - If Buyer fails to pay or dispute in writing any amount when due and such failure continues for thirty (30) days or more, Buyer shall pay interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, on the entire unpaid balance for each month or portion thereof that payment is late.
6. **INSTALLATION** - Buyer is to provide 110V AC at all outdoor camera locations, monitoring and/or control locations, and/or other locations specified. Where possible, SES utilizes low voltage equipment; as a result, wiring is not required (by code) to be placed inside conduit. Any conduit required by Buyer is at additional cost. If air plenum ceilings exist, code requires the use of conduit or plenum approved cable. The installation price in the Proposal is based on non-air plenum ceilings (i.e., no conduit or plenum approved cable), unless otherwise stated herein. If conduit or plenum approved cable is required, it will be at Buyer's expense, above and beyond installation price quoted. Unless otherwise indicated in the Proposal, Buyer is to provide trenching where necessary for cable runs. If aerial runs are required and Buyer-owned poles are available, SES will utilize them when possible and permissible. Public utility poles cannot be used as they are proprietary to the public utility companies. Any poles necessary to complete aerial runs will be provided and set by Buyer at Buyer's expense, unless otherwise stated in Proposal. SES's Proposal for installation includes all cable, connectors, ties and other necessary hardware, unless otherwise stated in Proposal or covered herein. Buyer understands and agrees that no subcontract labor, materials and/or special equipment (i.e., sky lift bucket truck) are included in Proposal unless so stated and, if necessary, will be at the Buyer's additional expense. Unless otherwise indicated in Proposal, all installation work will be performed by non-union technical personnel. If Buyer-provided lighting is insufficient for an adequate video picture, Buyer will provide additional lighting at Buyer's own expense. Buyer represents that, except to the extent it has given SES written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Buyer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SES's reasonable control and SES shall not start, or continue, to perform its work under this Agreement until Buyer has remediated the unsafe or unlawful condition at Buyer's sole expense. **BUYER SHALL INDEMNIFY AND HOLD SES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM SUCH UNSAFE OR UNLAWFUL CONDITIONS (REGARDLESS OF WHETHER OR NOT BUYER DISCLOSED SUCH MATERIALS TO SES).**
7. **DRAWINGS, PROPRIETARY INFORMATION - A. DRAWINGS.** Buyer shall provide SES with an electronic version of drawings for the performance of the Services. Buyer shall provide SES to-scale AUTOCAD drawings in electronic format. If Buyer cannot provide these drawings, an additional charge may accrue for SES to create drawings necessary for the completion of the Services. **B. PROPRIETARY INFORMATION.** Any drawings, specifications, equipment lists, and all information provided by SES herein (partial or complete) as instruments of service are and shall remain the property of SES whether the project for which they are made is executed or not. Drawings, specifications, equipment lists, etc. shall be returned to SES on demand or at the end of the project unless specifically purchased from SES or authorized in writing by SES. They are not to be used on other projects or extensions to this project, or to obtain other bids, except by agreement in writing and with appropriate compensation to SES. They are not to be reproduced in whole or part without written consent.
8. **AUDIO/VIDEO EQUIPMENT** - If the equipment purchased from SES contains audio monitoring or video equipment, Buyer will use such equipment in accordance with all applicable laws, including but not limited to Buyer providing public notice of the use of this equipment.
9. **BONDING** - Unless otherwise agreed upon and included in writing in the proposal, SES will not provide a performance or bid bond in connection with the equipment or services covered in this Contract.
10. **OWNERSHIP OF SOFTWARE AND HARDWARE CONTAINING SOFTWARE** - Any computer application program and/or documentation (collectively "Software") that is provided by SES under this agreement is owned by SES or one of its original equipment manufacturers and is protected by

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United States and international copyright laws and international treaty provisions. Buyer's use of software provided hereunder is governed by the terms and conditions of any license included in or with such software (including but not limited to a click wrap or shrink wrap agreement) or as appears on a web site as of the date that the Buyer signs the Proposal. Any breach of this Section will automatically terminate Buyer's right to use this Software, and Buyer is obligated to immediately return such Software to SES. Buyer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Buyer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Buyer acknowledges that any breach of this section shall result in irreparable injury to SES for which the amount of damages would be unascertainable. Therefore, SES may, in addition to pursuing any and all remedies provided by law, seek an injunction against Buyer from any court having jurisdiction, restraining any violation of this section.

11. TERMINATION AND CHANGE MANAGEMENT A. **TERMINATION.** A contract may be terminated by the Buyer only if agreed to in writing by SES. If SES agrees to termination, it will be subject to additional conditions and termination charges as follows: If any equipment covered by the Proposal has been delivered and/or installed, payment for said equipment and/or installation will be due in full. If equipment has yet to be delivered, the Proposal may be terminated only if agreed to by the manufacturer and Buyer shall pay either a 25%-of-retail-price restocking charge or manufacturer's percentage restocking applied to the retail price, whichever is higher, plus all freight charges. Buyer also shall pay on demand any other associated charges necessary to protect SES from loss. B. **CHANGE MANAGEMENT.** Either party may initiate a change by advising the other party in writing of the change believed to be necessary. As soon thereafter as practicable, SES shall prepare and forward to Buyer a cost estimate for the adjustment to the price, and a schedule impact of the change, and any effect on SES's ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Buyer shall advise SES in writing of its approval or disapproval of the change. If Buyer approves the change, SES shall perform the Services as changed. If Buyer disapproves, the proposed change may be referred to senior management of the Parties.

12. LIMITED WARRANTY AND INDEMNIFICATION - Buyer acknowledges that SES has not represented, warranted, or guaranteed that the equipment sold herein will prevent any loss by burglary, hold-up, fire, or otherwise, or that the equipment will in all cases provide the protection for which it is installed or intended. Nor has SES made any representations, guarantees, or warranties to third parties that the equipment will prevent any such loss or provide them with protection. The parties agree that SES is only selling equipment and is not undertaking to be an insurer for the Buyer or any third parties against loss, injury, or damage that may result to the person or property of the Buyer or to the person or property of others. Buyer agrees to assume all risk for loss, injury, or damage to the person or property of Buyer arising from or pertaining to the use, possession, operation, or installation of the equipment. Buyer also agrees to indemnify SES and hold SES harmless from any and all claims, costs, expenses, damages, and liabilities of third parties, including attorney's fees, arising from or pertaining to the use, possession, operation, or installation of equipment. Buyer further agrees to defend, protect, and indemnify SES for any damage or loss suffered by SES as a result of Buyer's breach of any term or condition herein. The Buyer's agreement to indemnify and hold SES harmless will continue for as long as the equipment is in use and extends to all claims of third parties, including claims based on intentional conduct, active or passive negligence, or strict or product liability on the part of the SES, its agents, servants, or employees. SES warrants that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of three hundred sixty-five (365) days from the date of acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SES's sole option, free of charge. Warranty repair is done 8 am - 5 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of SES, while the system is in the possession of the Buyer, or because the system has been adjusted, altered, abused, misused or tampered with by the Buyer, or otherwise operated or used contrary to the operating instructions. If inspection by SES fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Buyer's expense and SES's regular service charges will apply. SES is not the manufacturer or developer of any equipment, software, or products sold or provided hereunder, nor is it the designer or recorder of any system installed hereunder. SES's design efforts are limited to providing the intended results of the design efforts of others. SES will indemnify and hold harmless the Buyer from any judgments obtained by third parties based on claims of bodily injury to third parties, or direct damage to the tangible property of third parties to the extent caused by the wrongful or negligent acts of SES, its officers, directors, agents or employees and occurring while SES employees are performing service on equipment at Buyer's site.

13. DISCLAIMER OF WARRANTIES-WITH THE EXCEPTION OF THE WARRANTIES SET FORTH HEREIN, SES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES, PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL SES, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SES MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO BUYER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

14. INFRINGEMENT INDEMNIFICATION - If SES has received from the manufacturers of the Software and/or systems SES installed hereunder an agreement to indemnify and/or defend any claim or suit or proceeding brought against SES based on a claim that the sale, use or transfer of any system is an infringement of any third party's patent or property rights, then SES shall indemnify Buyer and defend Buyer against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent manufacturers.

15. LIMITED LIABILITY - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED IN BREACH OF WARRANTY, CONTRACT, OR NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, NOTWITHSTANDING THE FOREGOING IF FOR ANY REASON EITHER PARTY IS FOUND TO BE LIABLE UNDER THIS AGREEMENT IN NO EVENT SHALL SUCH PARTY'S LIABILITY EXCEED THE GREATER OF THE AMOUNT PAID UNDER THIS AGREEMENT OR \$75,000.

IN NO EVENT WILL EITHER PARTY OR ITS INSURERS BE LIABLE TO THE OTHER PARTY FOR LOSS OR DAMAGE ARISING FROM OR RELATED TO AN ACT OF TERRORISM. THE PARTIES INTEND FOR THIS WAIVER TO "FLOW DOWN" TO THEIR RESPECTIVE CONTRACTORS.

16. NON-SOLICITATION - During the installation and for a period of not less than one (1) year following Acceptance, Buyer agrees not to solicit as an employee, consultant, agent, subcontractor and/or representative any person who is an employee, consultant, agent, subcontractor and/or representative ("SES Representative") of SES at the time of such solicitation. If this covenant is breached, SES will be entitled to seek injunctive relief to be issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and the subject SES Representative, and each and every other person concerned therein from further violation thereof, and in addition thereto, if a court finds a violation of this clause, any and all other remedies available at law or equity. Solicitation through advertisements directed at the general public or through "head hunters" who contacts an SES Representative without SES's knowledge will not be considered solicitations for purposes of this paragraph.

17. OTHER - Governing Law This Agreement shall be governed by the laws of the State of New York and shall be construed in accordance therewith. Any disputes shall be tried in a court of competent jurisdiction in the State of New York. If any provision of this Agreement is declared by any arbitrator or court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions which shall be fully severable and the Agreement shall be construed and enforced as if such invalid provisions had never been included. For tracking of warranty on purchased equipment SES may attach an SES sticker and/or bar code label to the equipment prior to delivery. Buyer represents that it is not subject to any economic or trade sanctions and will immediately notify SES if it becomes subject to such sanctions, in which event SES shall be entitled to immediately terminate this Agreement.

17. ELECTRONIC SIGNATURE LAW - The parties agree that Buyer's request in any form to receive items, whether by fax, e-mail, or other tangible or nontangible means, shall be sufficient to subject any such items delivered pursuant to such request or otherwise produced or delivered to Buyer, to the terms of this Agreement. Any requirement of a further signed writing to make such a request a binding obligation of Buyer, or to subject any such items is expressly waived by Buyer. The parties agree that application of a cursive or facsimile signature and transmittal of an electronic copy of this Agreement or

237217

other ordering document shall be sufficient to bind each party to the terms of this Agreement, and that an electronic reproduction of this agreement or other ordering documents shall be given the same legal effect as a written document signed by a party. THIS PROPOSAL IS PROVIDED TO BUYER IN RESPONSE TO BUYER'S REQUEST FOR EQUIPMENT AND/OR INSTALLATION SERVICES FROM SES AND BUYER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR THE SELECTION OF THE EQUIPMENT AND FACTORS CONSIDERED IN MAKING SUCH SELECTION (e.g., BUDGET CONSTRAINTS, LIMITED AREAS OF COVERAGE, ETC). BUYER UNDERSTANDS AND AGREES THAT NO WARRANTY OR GUARANTEE

CAN BE MADE THAT A SECURITY SYSTEM WILL PROVIDE COMPLETE PROTECTION FROM ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, AND NO SUCH GUARANTEE OR WARRANTY IS PROVIDED HEREIN. IN CASE OF ANY CONFLICT BETWEEN ANY OTHER DOCUMENT AND THESE TERMS AND CONDITIONS, THESE TERMS AND CONDITIONS SHALL CONTROL. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements with respect thereto, whether written or oral. This Agreement may only be modified in a writing executed by both parties.

IN WITNESS THEREOF, the Parties indicate their intention to be bound by these Terms & Conditions through the signatures of their duly authorized representatives as of the date signed below.

SECURITAS ELECTRONIC SECURITY, INC.

Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

BUYER:
Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

THE PUTNAM COUNTY LEGISLATURE

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

CC: All

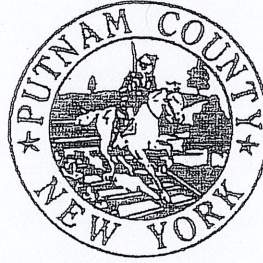
Protective

8/17

Update

#7

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



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

MEMORANDUM

DATE: August 9, 2023

TO: Kevin Byrne
Putnam County Executive

FROM: Ginny Nacerino
Chairwoman Protective Services Committee

Ginny Nacerino

CC: Kevin McConville
Putnam County Sheriff

Mary Smith (via email: mesmith@Brewsterschools.org)
Brewster School District Supervisor of Transportation

John Tully
Putnam County Director of Purchasing

RE: Status – School Bus Safety – Installation of Cameras

Respectfully, I request Director of Purchasing John Tully attend the Thursday, August 17, 2023, Protective Services Meeting at 6:00p.m.

Director Tully's memorandum of June 22, 2023, provided an informative overview of the RFP for the Installation and Operation of a School Bus Monitoring System. I would like for him to provide an update on the progression of the process and the status of the installation of the cameras.

This is a topic and program the Protective Services Committee has been focused on from the beginning. With that said, I look forward to receiving an update that will inform the members of Legislature as to where the County is in this process.

Thank you.

CC: All
Protective
Services

JOHN TULLY
Director



KEVIN M. BYRNE
County Executive

PURCHASING

MEMORANDUM

Date: June 22, 2023

To: Legislator Nacerino,
Chairwoman Protective Services Committee

From: John Tully, Director of Purchasing J.T.

CC: Kevin Byrne, County Executive
Kevin McConville, Putnam County Sheriff
Compton Spain, County Attorney
Anna Diaz, Senior Deputy County Attorney
Mike Grossi, Captain, PCSD Civil Bureau

Re: Status / School Bus Safety / Installation of cameras

2023 JUN 23 AM 9:45
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

On behalf of County Executive Kevin Byrne, please accept this memorandum as my reply to your memorandum of June 20th, regarding the status of our agreement with Bus Patrol in connection with RFP 05-2022 (Installation and Operation of School Bus Monitoring System).

The most recent meeting to review terms and conditions of the contract with Bus Patrol yielded several items that required clarification and, in some instances, changes to the proposed agreement. Last week, the Putnam County Law Department came to agreement with Bus Patrol and finalized the terms and conditions of the contract. Once that was complete, Senior Deputy County Attorney Diaz, and I met with Sheriff McConville, as the department owner of the RFP, to review certain terms and conditions. Sheriff McConville did not see any concerns, has further reviewed the plan with Captain Mike Grossi of the Civil Bureau and is prepared to go live with the system. Anna will work with Bus Patrol on the final draft of the contract, and we anticipate having it signed by County Executive Byrne within the next few days.

During the next week, we will arrange a meeting with Bus Patrol to discuss next steps that may involve the County (public awareness campaign, signage, etc.). After that meeting, Bus Patrols implementation and installation team will reach out to the school districts to coordinate next steps in their approval and implementation phase. We have been advised by Bus Patrol that school districts sometimes have difficulty securing the necessary authorization during the summer months due to school board schedules. We will be available to provide reasonable assistance and support to Bus Patrol should the need arise. Our expectation is that, to the extent possible, Bus Patrol can maximize the summer schedule such that the system can be in place to start the school year.

Protective CC: 411

THE PUTNAM COUNTY LEGISLATURE

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

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



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

MEMORANDUM

DATE: June 20, 2023

TO: Kevin Byrne
County Executive

FROM: Ginny Nacerino
Chairwoman Protective Services Committee

CC: Kevin McConville
Putnam County Sheriff

Mary Smith (via email: mesmith@Brewsterschools.org)
Brewster School District Supervisor of Transportation

RE: Status – School Bus Safety – Installation of Cameras

At your 2023 State of the County you spoke to your plan to have the County enter into an agreement with an outside company to install exterior cameras on all of the school buses in Putnam County. I attended the June 15, 2023, Traffic Safety Board Meeting, where it was reported that there has been no update on this very important initiative.

Respectfully, I request a status on the Request for Proposal (RFP) process, specifically has the bid been awarded. This type of installation would usually take place during the summer months.

I look forward to hearing from you on this matter. Thank you.

CC: ALL
Protective 8/17



PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



Robert A. Lipton
Commissioner of Emergency Services

J. Ralph Falloon
Deputy Commissioner of Emergency Services

Kevin M. Byrne
County Executive

Alex Roehner, EMT-P
Director of Emergency Medical Services

UPDATE
#8

MEMORANDUM

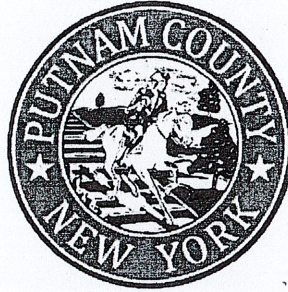
To: Ginny Nacerino, Chairwoman, Protective Services
From: Robert A. Lipton, Commissioner *[Signature]*
Re: August Protective Services Meeting
Date: August 9, 2023

I respectfully request to have the Fire Training Center – with Transfer added to the Protective Services agenda for August.

Thank you.

2023 AUG 10 AM 9:31
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MICHAEL J. LEWIS
Commissioner Of Finance



SHEILA BARRETT
Deputy Commissioner Of Finance

cc: all
Prot 8/17
A+A 8/24

Reso
Approved
#9

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance
RE: Budgetary Amendment - 23A039
DATE: August 9, 2023

2023 AUG 11 AM 8:17
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

General Fund:

Increase Appropriations:

10398900 54710 Maintenance & Repairs \$ 100,000

Decrease Appropriations:

10990100 59020 Transfer Out - Capital Fund 50,000

Increase Estimated Revenues:

10131000 440893 Federal Aid - LACTF Funds CFDA 21.032 50,000

(did not apply for funds)

Capital Fund:

Increase Appropriations:

55197000 532314 51509 Capital - 23CP14 - Fire Training Center \$ 300,000

Decrease Appropriations:

55197000 53000 51509 Capital - Facility Renovation Reserve 200,000

Increase Estimated Revenues:

55197000 428601 51509 Transfer In - General Fund \$ 100,000

Fiscal Impact - 2023 - \$ 0

Fiscal Impact - 2024 - \$ 0

These funds will be earmarked for the demolition, site work, and foundation preparation of the new Fire Training Center project. \$50,000 will be funded from the Local Assistance and Tribal Consistency Funds (LATCF) that were received earlier in the year and the other \$50,000 will be funded from the Bureau of Emergency Services operating budget as shown above.

Pending receipt of \$200,000 from Grant proceeds said funds will be placed back in the Capital Facility Reserve Fund. We will continue to monitor and apply for any grants that would support this important project.

Please forward to the appropriate committee.

Approved

Kevin M. Byrne -County Executive

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

Recipient name and address: Putnam, County of 40 gleneida avenue carmel, New York 10512	UEI Number: Taxpayer Identification Number:
Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): \$ 100000.00 Total Amount of Federal Funds Obligated: \$ 100000.00 The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.	Assistance Listing Number: 21.032 Assistance Listing Title: Local Assistance and Tribal Consistency Fund

Section 605(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund.

Recipient hereby agrees, as a condition to receiving such payment(s) from Treasury, to the terms and conditions attached hereto.

Recipient: Putnam, County of

Authorized Representative: WILLIAM CARLIN
Title: Putnam County Commissioner of Finance
Date signed:

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND
AWARD TERMS AND CONDITIONS FOR ELIGIBLE REVENUE SHARING COUNTY
GOVERNMENTS

1. Payment of Funds.

- a. Recipient understands that the Department of the Treasury (Treasury) will disburse funds under this award (the award funds) in two tranches, subject to any remedial actions taken pursuant to section 7 or any offsets imposed to satisfy any debt owed pursuant to section 9 of these award terms and conditions.
- b. In addition to the limitations provided in paragraph (a), payments under this award will be subject to the availability of funding, and, should the provisions of section 605 of the Social Security Act (42 U.S.C. § 805) addressing allocations or recipient eligibility be amended or the amount of the appropriation for implementation of such section be reduced, Treasury may reallocate the amount of the appropriation that remains available and adjust Recipient's total award amount accordingly. In the event Recipient's total award amount is reduced, the amount of a second tranche payment may be reduced to account for the receipt of amounts disbursed in the first tranche.
- c. If eligible revenue sharing county governments other than Recipient decline or do not claim the amounts allocated to them by Treasury from the Local Assistance and Tribal Consistency Fund, Treasury may supplement this award with an additional allocation to Recipient. The amount of this additional allocation will be determined by Treasury in its discretion as provided in section 605 of the Act and will be subject to the limitations provided in paragraphs a and b.
- d. Any change in an allocation will be deemed an amendment to this award to increase or decrease the total award amount, as applicable, unless, in the case of an increased allocation, Recipient declines the increased total award amount.

2. Use of Funds.

- a. The award funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity, as provided in paragraph b.
- b. Recipients may not use the award funds directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification,

policy, or appropriation.

- c. Recipient must expend and account for the funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to Recipient's expenditure of and accounting for its own funds.
3. Reporting. Recipient agrees to submit an annual project and expenditure report to Treasury for this award in the form provided by Treasury. Recipient acknowledges total award and expenditure amounts may be publicly disclosed.
 4. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
 5. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 605 of the Act and guidance issued by Treasury regarding the Local Assistance and Tribal Consistency Fund program. Recipient acknowledges that the funds constitute federal financial assistance and are subject to federal law applicable to federal financial assistance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders in the course of its use of the award funds.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;

- vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).
- vii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- viii. The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.
- ix. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- x. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- xi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- xii. Generally applicable federal environmental laws and regulations.

6. Maintenance of and Access to Records.

- a. Recipient will maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.
- b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

7. Remedial Actions. In the event of Recipient's noncompliance with section 605 of the Act, these terms and conditions, other applicable laws, guidance, or any reporting or other program requirements, Treasury may take any of the following remedies:

- a. Impose additional conditions on the receipt of the second tranche of the award;
- b. Temporarily withhold the second tranche of the award in whole or in part;

- c. Require recoupment of payments under this award;
 - d. Terminate the Federal award;
 - e. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Treasury regulations; and
 - f. Take other remedies that may be legally available.
8. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
9. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to be subject to a repayment obligation and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph (a). Treasury will take any actions available to it to collect such a debt.
10. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
11. Amendments.
- a. The terms of this award may be amended with the written approval of Recipient and Treasury.
 - b. In addition, Treasury reserves the right to amend the terms of this award if required by U.S. law or regulation without the consent of Recipient.

- c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

PAPERWORK REDUCTION ACT NOTICE

The estimated burden associated with the collection of information provided for in section 6 of the terms and conditions is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

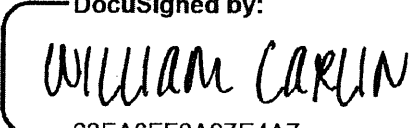
OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Putnam, County of 40 gleneida avenue carmel, New York, 10512	DUNS Number: Taxpayer Identification Number: Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
63EA6FF9A27E4A7...

Authorized Representative: WILLIAM CARLIN

Title: Putnam County Commissioner of Finance

Date signed: 5/12/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Putnam, County of

5/12/2021

Recipient

Date

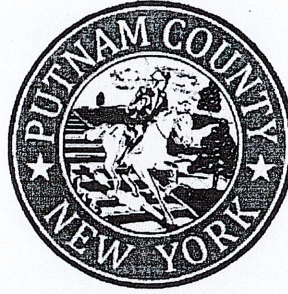
DocuSigned by:
WILLIAM CARLIN
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Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

MICHAEL J. LEWIS
Commissioner Of Finance



SHEILA BARRETT
Deputy Commissioner Of Finance

cc: all
Prot - 8/17
A+A - 8/24

Reso
Approval
#10

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance
RE: Budgetary Amendment – 23A043
DATE: August 9, 2023

2023 AUG 11 AM 8:19
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

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

Capital Fund:

Increase Appropriations:

55197000 532314 51509 Capital - 23CP14 - Fire Training Center (ARPA) \$ 1,000,000

Increase Estimated Revenues:

55197000 449898 51509 Federal Aid - ARPA CFDA 21.027 \$ 1,000,000

Decrease Appropriations:

53097000 53000 51601 Capital - Interoperable Public Safety Communication \$ 1,000,000

Decrease Estimated Revenues:

53097000 449898 51601 Federal Aid - ARPA CFDA 21.027 \$ 1,000,000

Fiscal Impact - 2023 - \$ 0

Fiscal Impact - 2024 - \$ 0

Pursuant to Resolution #135 of 2022, ARPA funds were earmarked to go towards the Statewide Interoperable Communications Grant (SICG) Targeted Grant Program to allow the County to enhance their public safety operations by strengthening communications infrastructure which is critical in emergency situations. Since then, it has been determined that the County will continue to use SICG – Formula Grant awards towards this project and

can repurpose \$1mm to go towards the procurement and installation of the Fire Training Center and other project related costs that will serve the fire fighters from Putnam County's fire departments and surrounding area departments.

In addition, the County's consultant has indicated that the Fire Training Center is an allowable use of ARPA funds which is classified under the 3.4 Public Sector Capacity category which includes investment to support emergency response.

Please forward to the appropriate committee.

Approved

Kevin M. Byrne -County Executive

PUTNAM COUNTY LEGISLATURE

Resolution #135

Introduced by Legislator: Toni Addonizio on behalf of the Rules, Enactments & Intergovernmental Relations Committee at a Regular Meeting held on July 5, 2022.

page 1

APPROVAL/ BUDGETARY AMENDMENT (22A044)/ COMMISSIONER OF FINANCE/ COUNTY ARPA PROJECTS

WHEREAS, the American Rescue Plan Act of 2021 ("ARPA") provides fiscal recovery funds to county governments, as well as other forms of government, pursuant to US Department of Treasury Compliance and Reporting Guidance, for the purpose of alleviating the fiscal stress caused by the COVID-19 pandemic, and

WHEREAS, Putnam County has been allocated \$19.1 million through ARPA, which may be used to provide certain government services; and

WHEREAS, County Executive Odell has proposed that Putnam County ARPA funds be allocated with a focus on infrastructure as it pertains to school safety, mental health, substance abuse, food insecurity, clean water, roads, bridges, and buildings to aid in the recovery from the COVID 19 pandemic; and

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (22A044) to address these infrastructure needs; and

WHEREAS, the Audit & Administration Committee has reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment (22A044) be made:

Increase Estimated Appropriations:

53097000 53000 52223	ARPA – School Safety – Infrastructure Upgrades	2,000,000
53097000 53000 51601	ARPA – Radios – Police & Fire	2,500,000
53097000 53000 52224	ARPA – Sheriff Dept Software	1,500,000
58989000 53000 52225	ARPA – Stabilization Center	2,500,000
58989000 53000 52226	ARPA – Cap Mobile Food Pantry	130,000
58989000 53000 52227	ARPA – Second Chance Food Pantry Refrigeration Units	25,000
58989000 53000 52228	ARPA – Administrative Expenses	30,000
55197000 52660 52204	ARPA – Highway Equipment	100,000
55197000 53000 52229	ARPA – Highway Infrastructure Studies	303,707
55997000 53000 51622	Fair Street - PIN 8756.09	325,000
		<u>9,413,707</u>

Decrease Estimated Revenues:

State of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on July 5, 2022.

Dated: July 7, 2022

Signed:

Diane Schonfeld
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #135

Introduced by Legislator: Toni Addonizio on behalf of the Rules, Enactments & Intergovernmental Relations Committee at a Regular Meeting held on July 5, 2022.

page 2

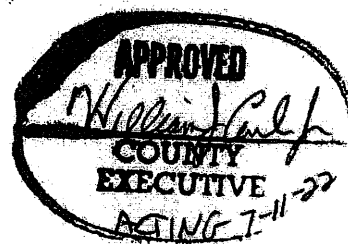
05000 45710L 50245	Bond Proceeds - Peekskill Hollow Rd	1,000,000
05000 45710M 52202	Bond Proceeds - Infrastructure	1,000,000
05000 45710M 52204	Bond Proceeds - Highway Equipment	500,000
05000 45710G 51622	Bond Proceeds - Fair Street	90,000
05000 45710H 51716	Bond Proceeds - Stoneleigh/Drew	185,000
05000 45710M 51912	Bond Proceeds - Drewville Rd Br	988,800
05000 45710M 51914	Bond Proceeds - Sprout Brook Rd Br	<u>520,000</u>
		4,283,800

Increase Estimated Revenues:

53097000 449898 52223	ARPA - School Safety - Infrastructure Upgrades	2,000,000
53097000 449898 51601	ARPA - Radios - Police & Fire	2,500,000
53097000 449898 52224	ARPA - Sheriff Dept Software	1,500,000
58989000 449898 52225	ARPA - Stabilization Center	2,500,000
58989000 449898 52226	ARPA - Cap Mobile Food Pantry	130,000
58989000 449898 52227	ARPA - Second Chance Food Pantry Refrigeration Units	25,000
58989000 449898 52228	ARPA - Administrative Expenses	30,000
55197000 449898 50245	ARPA - Peekskill Hollow Road	1,000,000
55197000 449898 52202	ARPA - Highway Infrastructure	1,000,000
55197000 449898 52206	ARPA - Highway Equipment	600,000
55197000 449848 52229	ARPA - Highway Infrastructure Studies	303,707
55997000 449848 51622	ARPA - Fair Street - PIN 8756.09	415,000
55197000 449848 51716	ARPA - Stoneleigh /Drew PIN 8761.97	185,000
55197000 449848 51912	ARPA - Drewville Rd Bridge PIN 8757.65	988,800
55197000 449848 51914	ARPA - Sprout Brook RD Br PIN 8762.13	<u>520,000</u>
		13,697,507

2022 Fiscal Impact - 0 -
2023 Fiscal Impact - 0 -

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.



State of New York
ss:
County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on July 5, 2022.

Dated: July 7, 2022

Signed: *Diane Schonfeld*

Diane Schonfeld
Clerk of the Legislature of Putnam County



PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



*cc: all
Prot. - 8/17/23
FYI
#11*

Robert A. Lipton
Commissioner of Emergency Services

J. Ralph Falloon
Deputy Commissioner of Emergency Services

Kevin M. Byrne
County Executive

Alex Roehner, EMT-P
Director of Emergency Medical Services

MEMORANDUM

To: Ginny Nacerino, Chairwoman, Protective Services
From: Robert A. Lipton, Commissioner
Re: August Protective Services Meeting
Date: August 1, 2023

I would like to add the 2023 Statewide Interoperable Communications Targeted Grant Program (2023 SICG-Targeted Grant Program) to the Protective Services agenda for August. The application deadline for this grant is September 8, 2023.

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

The information package is attached.

Thank you.

2023 AUG - 2 AM 10: 14
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY



Homeland Security and Emergency Services

New York State Division of Homeland Security and Emergency Services

2023 Statewide Interoperable Communications Grant Program (Targeted Grant Program)

Request for Applications (RFA)

Application Deadline: September 8th, 2023 by 5:00 P.M.

Substantive written questions regarding this RFA will be accepted until 5:00 P.M. EDT on August 3rd, 2023. RFA updates will be posted on August 11th, 2023.

2023

Revision History

Revision #	Date	Description	Pages Affected
1	5/11/2023	Revised to reflect 2023 program	Multiple

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I. General Information

1. Summary Description

The purpose of this Request for Applications (RFA) is to solicit applications for the 2023 Statewide Interoperable Communications Grant Program (SICG) - Targeted Grant Program. Funding for the 2023 SICG-Targeted Program is distributed by an analysis of data related to consolidation and redundancy projects, within the New York State Communications Consortiums, and provided by applicant counties in the 2023 SICG-Formula grant applications and this RFA.

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

The 2023 SICG Targeted Grant Program is a competitive grant program for counties and (New York City), as a single entity, (hereafter "Counties" or "Applicant") to:

- Enhance regionalization by the development or expansion of shared core radio systems and Inter Radio Frequency (RF) Subsystem Interface (ISSI) connections
- Improve redundancy and resiliency of public safety radio systems
- Expand the coverage and frequency band capabilities of the National Interoperability Channels, using existing tower sites.

For the 2023 SICG Targeted Program, a total of \$20,000,000 in State funding is available for the 2022- 2023 (State Fiscal Year) for eligible Counties to support the above core objectives of these program funds.

The SICG-Targeted Program is State support in the form of reimbursement for eligible expenses that concentrate on improving redundancy and interoperability in New York State. The funding is distributed based on the interoperability evaluation and gap analysis.

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

Final awards are contingent upon 1) the submission of a fully completed application from a County meeting all the Eligibility Criteria set forth in this RFA, and 2) an executed, reimbursement-based contract.

A fully completed application is defined as answering all required questions within the application. Any blanks in the application and/or failure to provide adequate answers to follow-up questions will negatively affect the scoring of the application.

Applicants must ensure to answer all questions in the format indicated. Additional or clarifying comments must only be given in the appropriate area provided.

The SICG-Targeted Program is open only to county governments, and New York City as one entity, provided they meet the criteria contained in Part II below. Please refer to Part II for further details on eligibility.

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

2. Goals and Objectives

The Office of Interoperable and Emergency Communications (OIEC) seeks to ensure progress towards the goals and milestones described in the New York State Statewide Communications Interoperability Plan (SCIP) and toward communication priorities identified by the Federal government (i.e., SAFECOM Guidance). The SICG-Targeted Program focuses on closing gaps in the implementation and enhancement of regional alliances, ensuring that county communication systems are capable to support multijurisdictional response, provide redundancy, both inter-county and inter-consortium. The SICG-Targeted Program provides a way forward for providing a safer environment for public safety personnel, integration with other emergent technologies, and the ability to establish technology and performance standards, which is the overall purpose of this program.

Counties and consortiums can enhance regionalization by the development or expansion of shared core radio systems and Inter Radio Frequency (RF) Subsystem Interface (ISSI) connections. These solutions permit radio users to transverse multiple counties and continue to maintain communications, whether for day-to-day activities or during mutual aid response. This goal includes multiple counties connecting their systems together to act as a single system (e.g., shared core), or

connecting individual systems together on a full-time basis in a manner that permits users roaming from system to system with minimal operational changes.

As Land Mobile Radio systems are critical to public safety operation, it is important to support improved redundancy and resiliency of these radio systems. This can be accomplished by diversifying locations of key system components (e.g., core switches at multiple locations), adding additional microwave or fiberoptic routes to reduce single points of failure, enhancing backup power options, and other hardening techniques.

As one of the core capabilities of interoperable communications, the National Interoperability Channels are key to both ad-hoc and pre-planned interoperability. This is enhanced by the expansion of coverage and frequency band capabilities of the National Interoperability Channels, using existing tower sites, throughout the State.

Applicants for the 2023 SICG-Targeted Program must utilize non-proprietary, open standards-based technologies, and equipment.

3. Grant Performance Period

The period of performance for the 2023 SICG-Targeted Program is four (4) years from the execution of the contract, with the potential for extensions given for extraordinary circumstances with significant justification.

4. Funding

The funding for this grant program is appropriated from the Public Safety Communications Account, established by New York State Finance Law Section 97-qq. For the 2023 SICG-Targeted Program, \$20 million has been appropriated.

This funding is available for reimbursing county expenditures as detailed in Section III: Authorized Program Expenditures.

5. Award Distribution and Limitations

The State intends to provide meaningful and fair access to this grant program to as many eligible applicants as possible. However, in view of the limited funds available, it is necessary to place certain limits on the distribution of awards.

Therefore, awards from the 2023 SICG-Targeted Grant will be distributed from funds, as available, according to these parameters:

- 1) No award will be in an amount greater than **\$3 million**.
- 2) Only one application will be accepted from each County (New York City as one entity); and
- 3) Counties submitting multiple applications will be disqualified.

Applicants are advised to read the description of the program and fully complete the category requirements.

6. Standards and Guidelines

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

- 1) **NYS SCIP**
<https://www.dhSES.ny.gov/plans-policies-and-guidelines>
- 2) **New York State Guidelines for Base Station Implementation of Interoperability and Common Channels in New York State**
<https://www.dhSES.ny.gov/plans-policies-and-guidelines>
- 3) **Channel Name and Use of Common Fire VHF Radio Frequency in New York**
<https://www.dhSES.ny.gov/plans-policies-and-guidelines>
- 4) **NYS Minimum Channel Programming of Interoperability and Common Channels for Public Safety Mobile and Portable Radios**
<https://www.dhSES.ny.gov/plans-policies-and-guidelines>

- 5) **NYS Interoperability Channel Naming: 45.88 MHz (LFIRE4D)**
<https://www.dhSES.ny.gov/plans-policies-and-guidelines>
- 6) **NYS 700MHz Public Safety National Interoperability Channel Plan Guideline**
<https://www.dhSES.ny.gov/plans-policies-and-guidelines>
- 7) **NYS Name and Use of 155.370 MHz in New York State (NYLAW1) Guideline**
<https://www.dhSES.ny.gov/plans-policies-and-guidelines>
- 8) **NYS Name and Use of Common EMS VHF Radio Channels in New York Guideline**
<https://www.dhSES.ny.gov/plans-policies-and-guidelines>
- 9) **DHS OEC Guidelines for Encryption in Land Mobile Radio Systems**
<https://www.cisa.gov/publication/encryption>
- 10) **SAFECOM Guidance**
<https://www.cisa.gov/publication/emergency-communications-grant-guidance-documents>
- 11) **The Association of Public-Safety Communications Officials (APCO) Project 25 (P-25) for digital radio systems**
The New York SCIP, as well as DHSES/OIEC Grant Guidance for grant funding, requires that all interoperable communications equipment employ the use of APCO P-25 compliant equipment, a technology that allows the achievement of efficient emergency interoperable communications.
- 12) **New York State 911 Standards (21 NYCRR Chapter LX)**, including adoption of a law enforcement jurisdictional protocol that is used for all 911 calls and all emergency calls received by any other means dispatched for service.
- 13) **Organization for the Advancement of Structural Information Standards (OASIS)**
For Data Standards refer to OASIS at www.oasis-open.org
- 14) **National Plan for Migrating to IP-Enabled 911 Systems**

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

- 15) **National Emergency Number Association (NENA) Standards**
NENA Standards related to NG-11 and PSAPs. See www.nena.org.
- 16) **ANSI/APCO Public Safety Grade Site Hardening Requirements**
APCO ANS 2.106.1-2019
<https://www.apcointl.org/~documents/standard/21061-2019-psg-site-hardening/?layout=default>
- 17) **Alarm Monitoring Company to Emergency Communications Center (ECC) Computer - Aided Dispatch (CAD) Automated Secure Alarm Protocol (ASAP)**
APCO/TMA ANS 2.101.3-2021
<https://www.apcointl.org/~documents/standard/21013-2021-asap-to-psap/?layout=default>

Definitions:

Conventional Radio System: A system consisting of radio base stations at one or more locations to cover a given area which are controlled by a radio console at a dispatch point which are connected to each other utilizing a backhaul of microwave, fiber, or leased telephone lines. Each channel on the radio requires either a single or pair of FCC licensed radio frequencies depending on configuration. This can be analog or P25 conventional.

Trunked Radio System: A smarter more complex system, which is similar to a conventional system, however there is a computer processor which manages a group of FCC licensed radio frequencies for the most efficient use for multiple channels or "talk groups". The computer processor is called a core and is where the administered talk groups are defined, subscriber units (mobile and portable radios) are authorized etc. These systems generally accommodate many more jurisdictions, agencies, and units through its efficient computerized management of a group of frequencies compared to conventional systems and provide better security through administrative control of subscriber units/users permissions.

P25 System: A conventional or trunked radio system which meets the Project 25 (P25) Federal interoperability standards meaning radios/subscriber units from any other P25 system of a different manufacturer can operate on it and be given the suite

of required basic, fundamental features needed to communicate. It does not require all features of a system outside those designated in the standard to be shared with other manufacturers' equipment. Each brand has its own special features that only radios of their make can utilize, although basic communications functionality is shared among all manufacturers.

The Inter Radio Frequency (RF) Subsystem Interface (ISSI) is an interface that provides interoperability between RF Subsystems (RFSS) regardless of the system manufacturer. ISSI greatly amplifies the capabilities of P25 Land Mobile Radio (LMR) Systems by connecting radio systems and associated resources from partnering agencies while maintaining an appropriate level of local control. For more information refer to

https://www.cisa.gov/sites/default/files/publications/ISSI_CSSI_Fact%20Sheet_FINAL_508C_060718.pdf.

II. Eligibility

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

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

- Be a county government within New York State or (New York City requesting funding for the benefit of the county as a single entity). Applications must be submitted by a county government. (The five boroughs which comprise New York City [Bronx, Kings, Queens, New York, and Richmond] must apply as a single entity.) Be an active member of at least one New York State Regional Interoperable Communications Consortium. The consortium must consist of two or more counties; be formed to promote multijurisdictional and multidisciplinary public safety communications and interoperability, including New York State agencies. Applicant's failure to certify a consortium commitment will result in forfeiture of the award. Active member is defined as documented attendance and participation in at least one Consortium meeting per year.
- Have established or will establish within 120 days of the potential notice of award, a single point of contact (the Interoperability Coordinator), to oversee the applicant's interoperability efforts and coordinate interoperability and communication projects. Applicants are expected to keep this information up to date and readily available to DHSES upon request.

- Affirmatively agree to accessibility for other jurisdictions and levels of government, including State agencies, to share communications systems to achieve further statewide cross-jurisdictional and intergovernmental interoperability goals and objectives. This assures the formation of strong cross-jurisdictional and multigovernmental interoperability and system(s) accessibility across counties, regions, and State agencies. For example, to provide accessibility, applicants must reserve a space on newly built towers and/or reserve channels/talk groups for State public safety operations at no cost. As part of this process, the applicant will cooperate with these agencies and jurisdictions in planning and integrating radios, programming, identifiers, and radio procedures.
- Permit DHSES employees and authorized users to transmit on radio channels utilized by public safety radio systems, with the exception of law enforcement specific channels. The applicant will provide programming information and reasonable assistance to DHSES to assist in fulfilling this requirement.
- Dedicate funding (including amounts from all sources, such as county funding, this grant program, federal funding, etc.) to improve governance structure, develop Standard Operating Procedures (SOPs), Standard Operating Guidelines (SOGs), and strengthen training and exercise programs to promote efficient interregional communications, interoperability, cooperation, and overall, first responder readiness. The State recognizes the significance of governance and leadership as a foundation of public safety interoperable communications. Therefore, establishing and/or formalizing governance structure, governance agreements, procedures, and other documents will build higher levels of interoperability across the State between multiple jurisdictions and agencies. Establishing training and exercise programs will assist in achieving a high-level of readiness and preparedness of public safety personnel.
- Ensure that new LMR trunked systems and equipment be public safety grade P-25 Phase 2. The applicant must agree that new LMR systems will be public safety grade operated as P-25 Phase 1 or Phase 2. All subscriber equipment purchased must support and contain all hardware and/or software options to operate P-25 Phase 1 at the time of purchase. Additionally, all subscriber equipment that operates on, or may operate on (through software options, programming, or other methods) trunking system(s) must contain Phase 2 hardware and/or software options at time of purchase.
 - Note: this requirement does not preclude the limited expansion of existing conventional systems in analog mode, although subscriber

equipment must still adhere to the requirements above. Also, as directed by guidelines published by OIEC and DHS's National Interoperability Field Operations Guide, VHF, UHF, and 800 MHz National Interoperability and State Common Channels equipment must meet the above requirements, regardless of how they will be operated in analog mode on those channels.

- Exception: VHF "low band" (e.g., 30-50 MHz) equipment purchased as part of an existing system may be purchased and operated as analog only.
- Utilize Advanced Encryption Standard-256 if encryption is utilized.
- Implement and/or maintain interoperability channels on the infrastructure/system and program interoperability channels in public safety subscriber equipment. Interoperability base stations for VHF, UHF, 700, and 800 MHz National Interoperability and State Common Channels must operate in accordance with guidelines published by OIEC (<https://www.dhSES.ny.gov/plans-policies-and-guidelines>).
- Input and maintain up-to-date information in CASM.
- Be National Incident Management System (NIMS) compliant.
- Include only those costs deemed permissible under the grant.
- Submit 2023 SICG-Targeted application in accordance with the process identified in the RFA and on time by the established deadline.
- Utilize open-standard/vendor-neutral technologies and equipment.
- Comply with Minority-and-Women-Owned Business Enterprises (MWBE) and Equal Employment Opportunity (EEO) Requirements. DHSES recognizes its obligation under New York State Executive Law Article 15-A to promote opportunities for the participation of certified minority-and women-owned business enterprises, as well as the employment of minority group members and women in the performance of DHSES contracts. All DHSES grant contracts require grant recipients to document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of grant contracts, as well as the employment of minority group members and women. Applicants must submit both a 1) Local Assistance

MWBE Subcontractor/Supplier Utilization Proposal Form, and 2) MWBE Equal Employment Opportunity Staffing Plan after award announcement.

- Agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: 1) the nature and extent of any threats or hazards that may pose a risk to the recipient or subrecipient; and 2) the status of any corresponding recipient or subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
- Agree to attend and participate in any DHSES-sponsored conferences, training, workshops, or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.¹

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

¹ Pursuant to Article 26 of New York State Executive Law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters.

III. Authorized Program Expenditures

1. Permissible Costs

All permissible expenses must directly correlate to the Grant Goals and Objectives stated in this RFA. Permissible costs include, but are not limited to, the categories below. DHSES has sole discretion in determining which costs are permissible.

Equipment, Infrastructure, and Technology

- Land Mobile Radio System components (e.g., microwave, base stations, antennas, etc.), as it relates to the implementation of interoperability, inter-county and/or inter-consortium shared systems.
- Towers, as it relates to the implementation of inter-county and/or inter-consortium shared systems.
- Shelters, as it relates to the implementation of inter-county and/or inter-consortium shared systems.
- Gateways, as it relates to the implementation of interoperability, inter-county and/or inter-consortium shared systems.
- Backup power, as it relates to the implementation of inter-county and/or inter-consortium shared systems.
- Fiber and microwave connectivity (i.e., backhaul), as it relates to the implementation of inter-county and/or inter-consortium shared systems.
- Other LMR related expenses, as it relates to the implementation of interoperability, inter-county and/or inter-consortium shared systems. These expenses may be subject to review; and
- Shared cores and/or ISSI's as it relates to inter-county and/or inter-consortium connectivity.

Planning, Administration, and Deployment Costs

- Services related to developing, designing, and implementing an interoperability network and interoperable system development, inter-county and/or inter-consortium shared systems; and
- Project management and administration costs associated with the development and deployment of National Interoperability channels, inter-county and/or inter-consortium shared system projects.

2. Non-Permissible Costs

- Proprietary technologies.

- Salaries, overtime, fringe, indirect, or travel expenses associated with existing or on-going operations.
- Paging receivers.
- Computer Aided Dispatch (CAD) systems and software.
- PSAP furniture, including dispatch furniture (e.g. workstations, chairs, etc.).
- Emergency Services IP network (ESInet).
- Debt service or local municipal bond funding.
- LMR maintenance; and
- Recurring commercial service costs, such as cellular voice, data, or leased time.

IV. Application Format and Content

- A. **Format:** Grant applications MUST be submitted via the automated E-Grants System operated by DHSES. A detailed tutorial on how to use the E-Grants system for 2023 SICG-Targeted Grant submission can be found on DHSES Grants webpage at the following link: <https://dhses.ny.gov/state-funded-program>. It will guide you in a step-by-step process through the E-Grants application submission process.
- B. **Required Application Content:** All applicants must complete the 2023 SICG-Targeted Grant Program Application Worksheet. The worksheet must be completed in its entirety, including the general information, applicant eligibility, and data aggregation sections of the application. **Incomplete applications will not be accepted.**

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

After the successful submission of an application, the E-Grants system will email a notification of receipt to the Signatory Point of Contact that is listed in the application. The Primary Point of Contact will receive a message displayed on their screen that says that the project has been submitted. Please refer to the E-grants tutorial for more details on the process. A step-by-step process through the E-Grants application submission is posted along with the application materials at: (<https://www.dhses.ny.gov/state-funded-programs>) under the “2023 SICG-Targeted Grant” tab.

- C. Budget Development and Budget Submission:** Due to the complexity of the SICG-Targeted Program, DHSES OIEC personnel may assist each county individually or regionally in the development of the project scope for this grant. Requests for individual assistance should be submitted to DHSES: grant.info@dhSES.ny.gov

V. Funding Distribution

Funding distribution is based on a two-tiered approach:

- Tier 1 – Eligibility Requirements (pass/fail); and
- Tier 2 – Evaluation and Gap Analysis.

VI. Application Evaluation

Application Evaluation Criteria.

The Following multi-tiered criteria will be used by DHSES to evaluate each application and to determine grant awards. DHSES will select a multi-unit staff review panel to evaluate applications. All grant awards are approved by the Commissioner of DHSES.

A. Tier 1 Criteria – Eligibility Requirements

Tier 1 criteria are rated either “yes” or “no” and serve as a baseline by DHSES to determine if applicants are eligible and have appropriately submitted all the required application materials. If any of the answers are “no,” the application will not be considered for funding.

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

1. Was the application submitted on time?
2. Was the application complete in its entirety and correctly as directions stated?
3. Did the application meet the eligibility requirements?

B. Tier 2 Criteria -- Evaluation and Gap Analysis.

Applications that meet the Tier 1 review will be included in the Tier 2 funding distribution. Tier 2 is based on specific factors, including verifiable and auditable information a county provides in its application.

Distribution of funding for the SICG-Targeted Program is based on overall interoperability evaluation and gap analysis. Interoperability evaluation is conducted utilizing a combination of the data submitted by the counties in 2023 SICG-Targeted applications, most recent SICG Formula Grant, and direct communications with counties during data verification and validation process. The below multi-tiered criteria will be used by DHSES to evaluate each application and to determine grant awards. DHSES will select a multi-unit staff review panel to evaluate applications. All grant awards are approved by the Commissioner of DHSES.

1	Most recent SICG-Formula RFA application response
1.1	VCALL10 operational
1.2	UCALL40 operational
1.3	7CALL50/8CALL90 operational
1.4	LFIRE4D operational
2	2023 SICG-Targeted application
2.1	County will permit DHSES employees and authorized users to transmit on radio channels utilized by public safety radio systems, except for law enforcement specific channels, established within the county to implement cooperative use of interoperable radio communications, and the applicant will provide programming information and reasonable assistance to DHSES to assist in fulfilling this requirement.
3	Previous SICG Targeted Awards
3.1	Did NOT receive a 2018 SICG Targeted Phase 1 Award, 2018 SICG Phase 2 Award, or a 2022 SICG Targeted Award
3.2	Received a 2018 SICG Targeted Phase 1 Award, but no other SICG Targeted awards
3.3	Received a 2018 SICG Targeted Phase 2 Award, but no other SICG Targeted awards
3.4	Received 2022 SICG Targeted Award (full requested amount)
3.5	Received 2022 SICG Targeted Award (less than the full requested amount)

4	2023 SICG-Targeted Application Spreadsheet – Applications will be assigned points for categories to include Shared Core, ISSI, backhaul/connectivity.
4.1	County must confirm the intent to collaborate and work with DHSES OIEC on developing the project scope to implement interoperability in their county, as indicated in this RFA.
4.2	Proposed Build of National Interoperability CALLing Channels
4.3	Proposed Build of National Interoperability TAC Channels
4.4	Shared Radio Core
4.5	How many counties on shared core
4.5.1	2-3 Counties
4.5.2	4-7 Counties
4.5.3	8+ Counties
4.6	ISSI Connection
4.7	How many counties/systems interconnected with ISSI
4.7.1	2-3 Counties/Systems
4.7.2	4-7 Counties/Systems
4.7.3	8+ Counties/Systems
4.8	New Backhaul
4.9	Backhaul to carry Core/ISSI/LMR
4.10	Completion (final) of a previous SICG Grant project
4.11	Does the project increase the redundancy or resilience of the system?
5	2023 SICG-Targeted applications – Panel Review
5.1	Applicant has clearly explained the proposed project in the Narrative Section of the application
5.2	The proposed project enhances regional interoperability
5.3	The proposed project improves the ability of State agencies to communicate in the county/region.
5.4	Applicant County has an identified mechanism for sustainment of the proposed project.

After each application is assigned specific points, all points are summed on to a DHSES application scoring sheet. Applicants are sorted from the highest score to lowest to determine a priority order in which applications may be awarded, up to the amount of funding available. After an announcement of an intent to award, the County will work with DHSES to execute a grant contract.

In the event that available funds are insufficient to award the full amount requested to the last potential awardee, the applicant county will receive a partial award up to the amount of funds available.

C. Award Amount Determination and Results.

After evaluation process of applications is complete, the next step is determination of award amounts.

1. OIEC may contact applicant counties to discuss technical details, any required clarifications, and scope of work needed to meet the goals set forth by this grant program.
2. OIEC will review the application, budget form, project scope for eligibility, technical details, and decide to either: (a)approve; (b)request revisions/clarifications; or (c)deny the proposed scope of work. This is an iterative process, subject to OIEC review and discretion. No award shall exceed \$3 million total.

VII. Timeline and Checklist of Required Documentation

- Applications are due to DHSES by **September 8th, 2023 by 5:00 P.M.**
- Applications & Budget must be submitted via E-Grants. Applications and budget forms that are not received by the due date may not be considered for funding.
- Complete applications must include answers to all questions listed in the application.
- Complete budget forms must be included as an attachment as part of the E-Grants application.

- Counties can attach documents to an application if they would like to provide additional explanations of their projects.

VIII. Award of Funds and Vendor Responsibility

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

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

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

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

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

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

IX. Administration of Grant Contracts

DHSES Grants Program Office will negotiate and develop a grant contract with the awardee based on the contents of the 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 2023 SICG-Targeted Program is four (4) years from the origination of the contract, with the potential for extension.

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

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 E-Grants System operated by DHSES. The system allows an agency to complete an application electronically and submit it over the Internet using a secure portal. If upon reading this RFA you are interested in completing a grant application, and you have not previously been registered to use the DHSES E-Grants system, your agency will need to register and be assigned a username and password. The Registration Request Form to use the E-Grants system is available at: <https://www.dhses.ny.gov/e-grants>.

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

C. Reserved Rights

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

1. Reject any and all applications received in response to this RFA;
2. Withdraw the RFA at any time at DHSES' sole discretion;
3. Make an award under the RFA in whole or in part;
4. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA;
5. Disqualify applicants due to untimely submission of any requested supporting documentation;
6. Seek clarifications and revisions of the applications;
7. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to DHSES' request for clarifying information in the course of evaluation and/or selection under the RFA;
8. Prior to the application opening, direct applicants to submit application modifications addressing subsequent RFA amendments;
9. Prior to the application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
10. Make amendments and/or alter funding levels of any recipient based on any new information discovered that would have originally affected the scoring;
11. Waive or modify minor irregularities in applications received after prior notification to the applicant;
12. Adjust or correct cost figures with the concurrence of the applicant if errors exist and cannot be documented to the satisfaction of DHSES and the State Comptroller;
13. Change any of the scheduled dates;
14. Eliminate any mandatory, non-material specifications that cannot be complied with by all the prospective applicants;
15. Waive any requirements that are not material;
16. Negotiate with successful applicants within the scope of the RFA in the best interests of the State;
17. Conduct contract negotiations with the next responsible applicant, should DHSES be unsuccessful in negotiating with the selected applicant;
18. Utilize any and all ideas submitted in the applications received;

19. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the application opening;
20. Require clarification at any time during the application process and /or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant's proposal and/or to determine an applicant's compliance with the requirements of this RFA;
21. Award grants based on geographic or regional considerations to serve the best interests of the State;
22. Terminate, renew, amend or renegotiate contracts with recipients at the discretion of DHSES;
23. Periodically monitor the applicant's performance in all areas mentioned above, in addition to the activities in the contract;
24. Revoke funds awarded to an applicant, or enforce any available sanction against any applicant, who materially alters the activities or is in material noncompliance under the grant award, or who does not implement an approved project within 60 days of the final contract approval;
25. Not fund any application that fails to submit a clear and concise work plan and/or budget;
26. Consider all applications and documentation submitted as State agency records subject to the New York State Freedom of Information Law (Public Officers Law, Article 6). Any portions 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 RFA 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

1. Standard Cost Reimbursement Contract

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

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

For purposes of this RFA, these terms and conditions are incorporated by references 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/e-grants>. Payments will be made subject to proper documentation and compliance with reimbursement procedures and all other contractual requirements.

2. 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, familial status, marital status or domestic violence victim status, and shall also follow the requirements of Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

Article 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. Applicants are reminded that they must continue to utilize small, minority, and women-owned businesses consistent with current State law. A business enterprise can be either a MWBE or a SDVOB for the purposes of achieving the set goals of MWBE and SDVOB participation, but not both.

Sexual Harassment Prevention

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

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

Worker's Compensation and Disability Benefits Insurance Coverage

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

Iran Divestment Act: The Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added section 165-a to the State Finance Law effective April 12, 2012. The Act is available at: <https://ogs.ny.gov/system/files/documents/2021/12/iran-divestment-act-of-2012.pdf>

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

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

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

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

and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Vendor Responsibility

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

1) Suspension of Work for Non-Responsibility:

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

DHSES or his or her designee issues a written notice authorizing the resumption of performance under the Contract.

2) Termination for Non-Responsibility:

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

Satisfactory Progress

Satisfactory progress toward implementation includes but is not limited to executing contracts and submitting payment requests in a timely fashion; retaining consultants; obtaining quotes and ordering equipment, 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. Extensions will only be considered in extraordinary circumstances and applicants are encouraged to complete the projects in the proposed timeline. Applicants should not expect or rely on an extension to complete their project.

F. General Specifications

By submitting the application, the Applicant attests that:

- 1) Applicant's signatory contact person has express authority to submit on behalf of the applicant's agency.

- 2) Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this document, including Appendices A-1 and C, and all other terms and conditions of the award contract.
- 3) The application and any resulting grant, if awarded, must adhere to, and be in full compliance with any, resulting contract(s), and relevant federal and State policies and regulations or be subject to termination; and
- 4) Any not-for-profit recipients or subrecipients are required to be prequalified, prior to contract execution, by the State of New York upon application submission through the New York State Grants Gateway (<https://grantsgateway.ny.gov>).
- 5) If your organization is not currently doing business with NYS, you will need to submit a Substitute W-9 form to obtain a NYS Vendor ID. The form is available on the Office of the State Comptroller website at: http://www.osc.state.ny.us/vendor_management/forms.htm.
- 6) Contract Changes - Contracts with Recipients/Contractors may be executed, terminated, renewed, increased, reduced, extended, amended, or renegotiated at the discretion of the Commissioner of DHSES, in light of a Recipient's/Contractor's performance, changes in project conditions, or otherwise.
- 7) Records – Recipients/Contractors must keep books, ledgers, receipts, work records, consultant agreements and inventory records pertinent to the project; and in a manner consistent with DHSES contractual provisions and mandated guidelines.
- 8) Liability - Nothing in the contract between DHSES and the Sub-recipients shall impose liability on the State of New York or DHSES for injury incurred during the performance of approved activities or caused by use of equipment purchased with grant funds.
- 9) Reports - A provider agency shall submit to the DHSES reports in a format and time schedule specified in the grant contract, which shall include a description of the program efforts undertaken during the report period and the current status of the project.
- 10) Tax Law Section 5-a Certification – In accordance with section 5–a of the Tax Law, sub-recipients will be required, prior to the approval of any contract awarded as a result of this RFA, to certify that it and its affiliates, subcontractors, and subcontractors' affiliates have registered with the New York State Tax Department for the purpose of collection and remittance of sales and use taxes. In order to trigger this certification requirement, a Sub-recipient or its affiliates, subcontractor, or subcontractors' affiliates must have made more than \$300,000 in sales of tangible personal property or taxable services to location within New York State and the

contract must be valued in excess of \$15,000. Certification will take the form of a completed Tax Form ST-220.

- 11) Standard Contract Provisions - Grant contracts executed as a result of this RFA process will be subject to the standard clauses for New York State Contracts as referenced herein and as located at:
<https://ogs.ny.gov/procurement/appendix>
- 12) Compliance with Procurement Requirements - The applicant shall certify to DHSES that all applicable statutory and contractual procurement procedures were followed and complied with for all procurements.

G. Special Conditions

New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Recipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.
4. All recipients and sub-recipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the recipients or sub-recipients; and (2) the status of any corresponding recipients or sub-recipients plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded recipients and sub-recipients agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.
7. Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made with 15 calendar days of notification by DHSES that the Bid submitted by the Bidder was not selected for award. An unsuccessful Bidder's written request for a debriefing shall be submitted to DHSES Director of Grants Program Administration. The debriefing shall be scheduled with 10 business days of receipt of the written request by DHSES or as soon as practicable under the circumstances.

X. Questions

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