

**HEALTH, SOCIAL, EDUCATIONAL & ENVIRONMENTAL COMMITTEE
(Chairwoman Sayegh, Legislators Crowley & Gouldman)**

- 6b. Approval - DSS - Authorization to Establish a Mental Health Petty Cash Account**

**PHYSICAL SERVICES COMMITTEE
(Chairman Ellner, Legislators Castellano & Crowley)**

- 6c. Approval - Adopt Putnam County's Proposed Disadvantaged Business Enterprise (DBE) Program Plan in Conformance with and as Required by the U.S. Department of Transportation (USDOT) 49 CFR PART 26**
- 6d. Approval - Ratification of Applications Submitted for Grant Funding Available Through the 2024 Consolidated Funding Application (CFA) Program Aimed to Increase Local Economic Development and Encourage Growth in Putnam County**

**PROTECTIVE SERVICES COMMITTEE
(Chairwoman Nacerino, Legislators Addonizio & Sayegh)**

- 6e. Approval - Budgetary Amendment (24A050) - Sheriff's Department/ Vehicle Accident Claim - Insurance Recovery**
- 6f. Approval - Budgetary Amendment (24A053) – Probation - Stop DWI HVEC (High Visibility Engagement Campaign)**
- 6g. Approval - Budgetary Amendment (24A054) - Sheriff's Department - Utilize Federally Seized Asset Forfeiture Funds**
- 6h. Approval - Budgetary Amendment (24A055) - Sheriff's Department - Utilize Federally Seized Asset Forfeiture Funds**
- 6i. Approval - Budgetary Amendment (24A056) - Sheriff's Department - Utilize Federally Seized Asset Forfeiture Funds**
- 6j. Approval - Budgetary Amendment (24A057) - Sheriff's Department - Sheriff Response Team (SRT)**
- 6k. Approval - Grant Application - Bureau of Emergency Services - FY 2024 Emergency Management Performance Grant (EMPG) Program**

PERSONNEL COMMITTEE
(Chairman Jonke, Legislators Castellano & Nacerino)

- 6L. Approval – Fund Transfer (24T152) – District Attorney – Temporary**
- 6m. Approval – Confirmation – Appointment – Director of Tourism**

AUDIT & ADMINISTRATION COMMITTEE
(Chairman Castellano, Legislators Ellner & Gouldman)

- 6n. Approval – Budgetary Amendment (24A048) – Health Department – Adolescent Tobacco Use Prevention Act (ATUPA) – Grant Award – Tobacco Enforcement Program**
- 6o. Approval – Budgetary Amendment (24A049) – Department of Social Services – Suicide Prevention & Crisis Services**
- 6p. Approval – Budgetary Amendment (24A052) – Social Services – Child Advocacy Center (CAC) – NYS Office of Children & Family Services (OCFS) Supplemental Grant Funding**
- 6q. Approval - Budgetary Amendment (24A058) – DPW – 2023 County-Wide Pavement Maintenance & Rehabilitation Program**
- 7. Other Business**
- 8. Recognition of Public on Agenda Items**
- 9. Recognition of Legislators**
- 10. Adjournment**

Proclamation

Designating July 24-July 29, 2024 as "Putnam County 4-H Showcase Week"

WHEREAS, the Putnam 4-H Showcase, sponsored by Cornell Cooperative Extension of Putnam County is celebrating its 2nd year; and

WHEREAS, the Putnam County 4-H Showcase showcases for the many interests and accomplishments of Putnam's children, adults, and programs; and continues to grow as an educational, cultural, and fun event that provides a wholesome experience for families from Putnam and the surrounding region; and

WHEREAS, the Putnam County 4-H Showcase enjoys the support and dedication of 4-H Club Leaders, members and families, Master Gardeners volunteers, and community service organizations including Rotary Clubs, as well as many local businesses; and

WHEREAS, the Putnam County 4-H Showcase provides a unique opportunity to learn about our community and view educational displays and exhibits created by the many talented young and young at heart residents of Putnam; and

WHEREAS, the Putnam County 4-H Showcase provides an exhibit for arts and an array of accomplished artists from the Hudson Valley Region; and

WHEREAS, the Putnam County 4-H Showcase delights visitors throughout the weekend with activities at the Cornell Cooperative Extension Expo Barn, local artists and craftsmen tents, Touch A Truck, crafts and face painting, and Livestock and Poultry Barn, inflatable activities, food trucks, Duck Derby and more; now therefore be it

RESOLVED, that the week of July 24th - July 29th, 2024 will be designated "Putnam County 4H Showcase Week"; and be it further

RESOLVED, that the Putnam County Executive and the Putnam County Legislature recognize and congratulate the 2nd Annual 4-H Showcase and invite all Putnam County residents to attend.

Kevin Byrne, Putnam County Executive

Paul E. Jonke, Chair, Putnam County Legislature

Proclamation

Pretrial, Probation, Parole Supervision Week - July 21-27, 2024

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals work in partnership with community agencies and groups; and

WHEREAS, community corrections professionals promote prevention, intervention, and advocacy; and

WHEREAS, community corrections professionals provide services, support, and protection for victims; and

WHEREAS, community corrections professionals advocate community and restorative justice; and

WHEREAS, community corrections professionals are a true Force for Positive Change in their communities; now therefore be it

RESOLVED, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim the week of July 21-27, 2024 as Pretrial, Probation, Parole Supervision Week and encourage all Putnam County residents to honor these community corrections professionals and to recognize their achievements.

Kevin Byrne, Putnam County Executive

Paul E. Jonke, Chair, Putnam County Legislature

#4(1)

REGULAR MEETING
OF THE
PUTNAM COUNTY LEGISLATURE
HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512

Tuesday May 7, 2024 7:00 P.M.

The meeting was called to order at 7:00 P.M. by Chairman Jonke who requested Legislator Ellner lead in the Pledge of Allegiance and Legislator Nacerino lead in the Legislative Prayer. Upon roll call, Legislators Montgomery, Gouldman, Addonizio, Nacerino, Ellner, Castellano, Sayegh and Chairman Jonke were present. Legislator Crowley was absent. Also present was Legislative Counsel Firriolo.

PROCLAMATIONS

Chairman Jonke recognized Legislator Toni Addonizio who presented the “2024 Sale of Buddy Poppies” proclamation to Joan Russell and Carol Russell of the VFW Auxiliary Post #1374.

SUPPORT OF THE 2024 SALE OF BUDDY POPPIES

WHEREAS, the annual sale of Buddy Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by government leaders since 1922; and

WHEREAS, V.F.W. Buddy Poppies are assembled by disabled veterans and the proceeds of this worthy fundraising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans; and

WHEREAS, the basic purpose of the annual sale of Buddy Poppies by Veterans of Foreign Wars is eloquently reflected in the desire to “Honor the Dead by Helping the Living”; now therefore be it

RESOLVED, that the Putnam County Executive and the Putnam County Legislature do hereby urge the citizens of this community to recognize the merits of this cause by contributing generously to its support through the purchase of Buddy Poppies on the day set aside for the distribution of these symbols of appreciation for the sacrifices of our honored dead; and be it further

RESOLVED, that we urge all patriotic citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this country who have risked their lives in defense of the freedom which we continue to enjoy as American citizens.

Chairman Jonke recognized Legislator Sayegh who presented the “Mental Health Awareness” proclamation to Commissioner of Social Services Sara Servadio, Chair of the Philipstown Behavioral Health Hub Rebecca Pearsall, Coordinator of the Office for Individuals with Disabilities in Putnam County Dana Touponse, and Department of Mental Health Dual Recovery Coordinator Laura Johnson.

MAY 2024 AS MENTAL HEALTH AWARENESS MONTH

WHEREAS, mental health symptoms and diagnoses affect millions of New York Residents translating to 1 in 4 New Yorkers who have symptoms of a mental health disorder; and

WHEREAS, some populations are more at risk of certain mental health diagnoses, mental health symptoms can affect anyone regardless of their age, gender, race, religion or socioeconomic status; and

WHEREAS, four million children and adolescents in the United States suffer from a serious mental health diagnosis that causes significant functional impairments at home, at school and with peers; and

WHEREAS, the disease burden or total cost of mental health diagnoses exceeds that caused by all cancers; and

WHEREAS, having a mental health diagnosis is the number one risk factor for suicide and about 90% of individuals who die by suicide meet criteria for a mental health diagnosis, oftentimes, it is undiagnosed or untreated; and

WHEREAS, Putnam County Residents report a decreasing perception that there are sufficient quality mental health providers, high levels of pandemic impact on self-reported mental health, increasing social isolation, and increasing frequency of drug use for non-medical purposes demonstrate an overall increased burden of mental health challenges; and

WHEREAS, about a third of all people experiencing mental health diagnoses and about half of people living with severe mental illnesses also experience substance misuse making access to effective treatment even more difficult; and

RESOLVED, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim May 2024 as Mental Health Awareness Month and along with Putnam County Department of Mental Health and all mental health providers in Putnam County encourage all residents to challenge their own stigma about mental health, learn more about local resources and reach out for help as needed.

Chairman Jonke recognized Legislator Gouldman who presented the “Older Americans” proclamation to the Director of the Office for Senior Resources Michael Cunningham, Deputy Director of the Office for Senior Resources Marlene Barrett and Senior Caseworker Yvonne Niles.

MAY 2024 AS OLDER AMERICANS MONTH “POWERED BY CONNECTION”

WHEREAS, May is Older Americans Month, a time for us to recognize and honor Putnam County’s older adults and their immense influence on every facet of American society; and

WHEREAS, Putnam County includes a growing number of older Americans who guide our younger generations and carry forward abundant cultural and historical knowledge through their wealth of life experience and wisdom; and

WHEREAS, older Americans improve our communities through intergenerational relationships, community service, civic engagement, and many other activities; and

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

WHEREAS, Putnam County can work to build an even better community for our older residents by ensuring that older adults have the resources and support needed to stay involved in their community, planning programs that encourage independence, maintaining our commitment to inclusivity and connectedness; now therefore be it

RESOLVED, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim May 2024 to be Older Americans Month with the theme of “Powered

by Connection”. This theme emphasizes the profound impact of meaningful interactions and social connection on the well-being and health of older adults in our community. We urge every resident to recognize the contributions of our older citizens, help to create an inclusive society, and join efforts to promote programs and activities that foster connection, inclusion, and support for older adults.

Chairman Jonke recognized Legislator Sayegh who presented the “National Safe Boating” proclamation to Charlie Melchner Jr., Sheriff Kevin McConville, Mahopac Volunteer Fire Department Chief Gabe Rivera and 2nd Assistant Chief Brandon Timmins and Carmel Volunteer Fire Department Chief Scott Efferen.

NATIONAL SAFE BOATING MONTH – MAY 2024

WHEREAS, recreational boating is a fun and enjoyable sport while being an excellent source of relaxation; however, boating can be a risky sport for the unprepared; and

WHEREAS, knowledge and skills are important in reducing human error and improving judgment when boating. If a person is aware of the risks, they are likely to take precautionary measures to protect themselves, their family, and their friends; and

WHEREAS, Putnam County Sheriff’s Department and Carmel Police Department have served the County providing boating education courses, making marine dealer visitations, conducting boating safety checks, and tending multi-mission patrols. Using their own boats and equipment, reducing boating accidents and fatalities; and

WHEREAS, these vital services offered by the Coast Guard Auxiliary, Putnam County Sheriff’s Department, Carmel Police Department, Mahopac Fire Department, Mahopac Falls Fire Department, Putnam Lake Fire Department, and Carmel Fire Department work in conjunction with local law enforcement, specifically the Carmel Police Department and Putnam County Sheriff’s Department, to maintain safety on the water. As a result of the careful attention placed on boating, the waters of Putnam County are made safer through spreading messages of boating safety, not only during National Safe Boating Month, but throughout the entire year; now therefore be it

RESOLVED, that the Putnam County Executive and the Putnam County Legislature do hereby support the goals of the North American Safe Boating Campaign and proclaim May 2024 as “National Safe Boating Month” in Putnam County and the start of the year-round effort to promote safe boating.

Chairman Jonke recognized Legislator Nancy Montgomery who presented the “Water Safety” proclamation to Rebecca Pearsall – Philipstown Behavioral Health Hub Board Chair and Director of Clinical Services at St. Basil’s Academy, and Chrisana Hickey – Educator at St. Basil’s Academy.

MAY 2024 AS WATER SAFETY MONTH

WHEREAS, New York’s future depends on the long-term health, safety, and wellness of its community of children and teens in our state; and

WHEREAS, drowning is the single leading cause of death for children ages 1-4 and the second leading cause of injury-related death for children up to age 14 in the United States, affecting not only the victims but also families, emergency personnel and hospitals of our community as a whole; and

WHEREAS, drowning and aquatic-related injuries are preventable; and

WHEREAS, evidence-based strategies like the National Drowning Prevention

Alliance's 5 Layers of Protection, which includes using barriers and alarms, constant adult water supervision, adults and children learning basic swim and water competency skills, use of life jackets around open bodies of water, and emergency preparation with CPR with rescue ventilation, will engage our community in water safety for all ages; and

WHEREAS, throughout the year M2O Swim has engaged with the local community in offering swimming lessons with mindfulness to all ages, promoting advocacy around drowning prevention, and teaching water safety classes; and

WHEREAS, Putnam County recognizes that May is Water Safety Month and applauds the work of M2O Swim and their collaboration with the National Drowning Prevention Alliance, Philipstown Recreation Department, Saint Basil Academy, Philipstown Behavioral Health Hub and other community organizations; now therefore be it

RESOLVED, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim May 2024 to be Water Safety Month and urge all citizens of Putnam County to participate in efforts to reduce the risk of drowning and aquatic injuries.

Chairman Jonke recognized Legislator Castellano who presented the "Global Youth Traffic Safety" proclamation to Executive Director of the Putnam County Youth Bureau Janeen Cunningham, Carmel High School Student Zyla Bumbery – Junior at Carmel High School.

MAY 2024 AS GLOBAL YOUTH TRAFFIC SAFETY MONTH

WHEREAS, May has been designated as Global Youth Traffic Safety Month to raise awareness of safety issues associated with teen driving and encourage and empower youth to develop and lead traffic safety education projects, support law enforcement and actively promote legislation to protect youth passengers and teen drivers; and

WHEREAS, According to the Centers for Disease Control and Prevention, traffic-related crashes are the leading cause of death for youth in the United States. Young drivers from the ages of 16 to 19 years old are three times more likely to be in a fatal car crash than drivers over the age of 20. In addition to summertime, a teen driver's risk of a fatal crash increases with each additional passenger, at night, on the weekends, and during his or her first months of driving; and

WHEREAS, Considering drivers in this age group only account for four percent of drivers on the roadways yet are involved in eight percent of all crashes on the road today, and the need for intense effort on youth traffic safety is apparent; and

WHEREAS, The New York State Governor's Traffic Safety Committee is endorsing the Putnam County Youth Bureau's initiatives to spread awareness and ensure that youth are equipped with the information they need to make safe decisions while driving. Youth can drive safer by putting away their phones when they drive, buckling up, choosing the safest route available, only driving with those with whom they feel safe and by never getting into a vehicle with someone they suspect has been drinking; now therefore be it

RESOLVED, that the Putnam County Executive and the Putnam County Legislature do hereby proclaim May 2024 as Global Youth Traffic Safety Month.

Item #4 – Acceptance of Minutes – Special Meeting – March 12, 2024
Regular Meeting – April 2, 2024

The minutes were accepted as submitted.

- Item #5 – Correspondence
 a) County Auditor was duly noted.

Item #6 – Pre-filed resolutions:

PERSONNEL COMMITTEE
 (Chairman Jonke, Legislators Castellano & Nacerino)

Item #6a – Approval/ Budgetary Amendment (24A029)/ DPW/ Reorganization/ Reclassification was next. On behalf of the members of the Personnel Committee, Legislators Castellano and Nacerino, Chairman Jonke moved the following:

RESOLUTION #97

APPROVAL/ BUDGETARY AMENDMENT (24A029)/ DPW/ REORGANIZATION/ RECLASSIFICATION

WHEREAS, the Commissioner of DPW has requested a budgetary amendment (24A029) to account for the following proposed changes in the Department of Public Works:

- Salary Increase of \$17,800 for the Soil & Water Conservation District Manager, upon passing of exam, from \$82,200 to \$100,000 - retroactive to January 1, 2024.
- Reclassify Park Attendant to Senior Account Clerk in the Parks Department with a Salary Increase of \$4,168 from \$44,659 to \$48,827 effective June 1, 2024.
- Increase Temporary line to cover Auto Mechanic for the remainder of 2024. Auto Mechanic currently working 2 days per week, at an hourly rate of \$30.00.

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

RESOLVED, that Resolution #274 of 2023 setting the Salaries for Officers and Employees paid from County Funds is hereby amended for the following position:

Budget Line:	Position:	Salary:
10874500 51000 802110107	Soil & Water Conservation District Manager	82,200 to 100,000

And be it further

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10874500 51000 (107)	Pers. – Soil & Water Conservation District Manager	17,800
10874500 58002 (107)	Social Security	1,362
10711000 51000 (111)	Pers. – DPW Parks – Sr. Acct Clerk	<u>4,168</u>
		23,330

Decrease Appropriations:

10711000 51094	DPW Parks – Temporary	4,168
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Increase Estimated Revenues:

10874500 439105	Soil & Water – Performance Measure Part C	19,162
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COUNTY ROAD:

Increase Appropriations:

10511000 59055	Transfer Out – Road Machinery	26,913
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Decrease Appropriations:

10511000 51000 (101)	Pers. – Construction Material & Highway Dispatcher	25,000
10511000 58002 (101)	Social Security	<u>1,913</u>
		26,913

ROAD MACHINERY:

Increase Estimated Revenues:

10513000 51094	Temporary	25,000
10513000 58002	Social Security	<u>1,913</u>
		26,913

Increase Estimated Revenues:

10513000 428601	Transfer In – County Road	26,913
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2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #6b – Approval/ Budgetary Transfer (24T079)/ Social Services/ Temporary/ Administrative & Legal Training was next. On behalf of the members of the Personnel Committee, Legislators Castellano and Crowley, Chairman Jonke moved the following:

RESOLUTION #98

APPROVAL/ BUDGETARY TRANSFER (24T079)/ SOCIAL SERVICES/ TEMPORARY/ ADMINISTRATIVE & LEGAL TRAINING

WHEREAS, upon retirement, the former Director of Children and Family Services transitioned into a temporary position to support the Department of Social Services Legal Department; and

WHEREAS, although weekly hours may vary depending on workload, the Commissioner of Social Services has requested a budgetary transfer (24T079) to utilize funding from several vacant administrative positions to support an average of 20 hours per week for 43 weeks (3/4/24 – 12/31/24); and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said budgetary transfer; now therefore be it

RESOLVED, that the following budgetary transfer be made:

GENERAL FUND:

Increase Appropriations:

10120000 51094	Temporary – Legal/Administration	56,751
10120000 58002	Social Security	<u>3,842</u>
		60,593

Decrease Appropriations:

10120000 51000 (114)	Pers. Serv. – Acct Clerk/Typist II	11,292
10120000 51000 (118)	Pers. Serv. – Senior Typist	11,292
10120000 51000 (121)	Pers. Serv. – Acct Clerk II	11,292
10120000 51000 (115)	Pers. Serv. – Steno Secretary	12,741
10120000 51000 (117)	Pers. Serv. – Pr Office Assistant	<u>13,976</u>
		60,593

2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

**RULES, ENACTMENTS & INTERGOVERNMENTAL RELATIONS COMMITTEE
(Chairwoman Addonizio, Legislators Ellner & Nacerino)**

Item #6c – Approval/ Budgetary Amendment (24A026)/ Veterans Service Agency/ Peer to Peer Program was next. Chairman Jonke recognized Legislator Addonizio, Chairwoman of the Rules, Enactments & Intergovernmental Relations Committee. On behalf of the members of the Committee, Legislators Ellner and Nacerino, Legislator Addonizio moved the following:

Legislator Addonizio stated that this program helps our Veterans to feel less isolated as they find support and guidance to help overcome challenges. She stated that she was happy to see this funding approved for 2024.

Legislator Sayegh reiterated how important this program was. She stated that we just presented a proclamation that recognized May as Mental Health Awareness Month. She stated that there is a huge mental health crisis in the Veteran community. She stated that every day we lose 22 of our Veterans to suicide. She stated that it was very important to support our Veteran's mental health. She thanked the state of New York for funding this program again.

RESOLUTION #99

APPROVAL/ BUDGETARY AMENDMENT (24A026)/ VETERANS SERVICE AGENCY/ PEER TO PEER PROGRAM

WHEREAS, Putnam County has been notified by the NYS Office of Mental Health of \$199,800 in funding for the Putnam County Veterans Service Agency Peer to Peer Support Pilot Program for SFY 23-24; and

WHEREAS, these funds are to assist Veterans suffering from post-traumatic stress syndrome or other related combat stress disorders through individual and small group peer-to-peer counseling methods; and

WHEREAS, the funds are available for the calendar year of 2024; and

WHEREAS, the Department of Social Services, Mental Health has requested a budgetary amendment (24A026) to account for these funds; and

WHEREAS, the Rules, Enactments & Intergovernmental Relations Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it

RESOLVED, that the following budgetary amendment be made:

Increase Revenues:

10651000 437895 10105	Veterans Peer to Peer Program	199,800
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Increase Appropriations:

10651000 54646 10105	Veterans Peer to Peer Program – Contracts	199,800
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2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #6d – Approval/ Litigation Settlement/ Manzoeillo v. County of Putnam was next. On behalf of the members of the Rules, Enactments & Intergovernmental Relations Committee, Legislators Ellner and Nacerino, Legislator Addonizio moved the following:

RESOLUTION #100

APPROVAL/ LITIGATION SETTLEMENT/ MANZOEILLO V. COUNTY OF PUTNAM

WHEREAS, on May 17, 2021, a police cruiser operated by defendant Sergeant William E. Quick on Route 301, a police officer employed by the Putnam County Sheriff's Department, collided with a dump truck being driven by Plaintiff Marc Manzoeillo (Plaintiff). As a result of such collision, Plaintiff was ejected from his vehicle and sustained multiple severe injuries; and

WHEREAS, on or about January 14, 2022 Plaintiff commenced action against the County of Putnam, Putnam County Sheriff's Office and Sergeant William E. Quick, alleging that his injuries were caused, *inter alia*, by defendants' negligence, carelessness and/or recklessness, specifically that defendant Sergeant William E. Quick, driving recklessly/negligently on Route 301 caused a collision with Plaintiff's vehicle; and

WHEREAS, Plaintiff sought recovery for compensatory damages in an undetermined amount as well as costs, disbursements, attorney's fees, and interest; and

WHEREAS, the County's insurer, the New York Municipal Insurance Reciprocal (NYMIR), assigned the Portale Randazzo law firm, James A. Randazzo, Esq., to defend the County's interests in this matter which litigation has been handled by counsel since action was commenced in 2022; and

WHEREAS, the Claims Committee for NYMIR recently arrived at a settlement value for this case of seven hundred and seventy-five thousand (\$775,000.00) dollars; and

WHEREAS, Plaintiff agreed to a settlement with the County, subject to the Legislature's approval, in which the County agreed to pay Plaintiff the sum of seven hundred and seventy-five thousand (\$775,000.00) dollars; and

WHEREAS, the County Attorney, the County's outside counsel, James A. Randazzo, Esq., and NYMIR's claims representative have recommended the settlement as an alternative to trial; and

WHEREAS, counsel for the County of Putnam has in fact settled the matter with Plaintiff for the sum of seven hundred and seventy-five thousand (\$775,000.00) dollars, and Plaintiff has executed the required General Release which, upon approval by the Legislature will be filed with the Court, thereby discontinuing this matter, and allowing Plaintiff to receive his settlement payment in the agreed upon amount; and

WHEREAS, the aforementioned settlement is in the public interest and avoids the costs of further litigation, additional attorney's fees and costs and the risk of a high jury verdict; now therefore be it

RESOLVED, that the proposed settlement of this matter for the sum of seven hundred and seventy-five thousand (\$775,000.00) dollars is hereby approved.

RESOLVED, that the County Executive is hereby authorized to sign any required settlement documents on behalf of the County including a Settlement Agreement and Release with respect thereto.

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #6e – Approval/ Fund Transfer (24T078)/ County Attorney/ Judgment & Claims/ Manzoello v. County of Putnam was next. On behalf of the members of the Rules, Enactments & Intergovernmental Relations Committee, Legislators Ellner and Nacerino, Legislator Addonizio moved the following:

RESOLUTION #101

APPROVAL/ FUND TRANSFER (24T078)/ COUNTY ATTORNEY/ JUDGMENT & CLAIMS/ MANZOEILLO V. COUNTY OF PUTNAM

WHEREAS, the County Attorney has requested a fund transfer (24T078) to cover costs associated with the Manzoello vs. County of Putnam settlement pursuant to Resolution #100 of 2024; and

WHEREAS, the Rules, Enactments & Intergovernmental Relations Committee and the Audit & Administration Committee have reviewed and approved said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:

10199000 54980	General Contingency	250,000
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Increase:

10193000 54933	Judgment & Claims	250,000
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2024 Fiscal Impact - \$250,000

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #6f – Approval/ Local Law to Amend Article 5 of the Putnam County Charter Entitled “Executive Department” was next.

Legislator Addonizio explained at the April 9, 2024 Rules Committee meeting, in Section 5.03 the Committee approved the requirement of having the County Executive appoint the Director of IT instead of the appointment being made by the Commissioner of the Department of General Services. She stated that she realized after the meeting that although the appointment was to be made by the County Executive, confirmation by the Legislature was not contained in the revision from the Law Department. She stated that the Revised Item 6f(1) contains said wording, “subject to the confirmation of the County Legislature.”

Legislator Addonizio made a motion to amend to substitute Item #6f(1) for Item 6f; seconded by Chairman Jonke. All in favor.

A LOCAL LAW TO AMEND ARTICLE 5 OF THE PUTNAM COUNTY CHARTER ENTITLED “EXECUTIVE DEPARTMENT”

Be it enacted by the Legislature of the County of Putnam as follows:

Section 1.

Article 5 of the Putnam County Charter is hereby REPEALED and REPLACED as provided hereinafter:

ARTICLE 5

DEPARTMENT OF GENERAL SERVICES

§ 5.01 Department of General Services; Commissioner.

There shall be a Department of General Services under the direction of a Commissioner of General Services who shall be appointed by the County Executive, subject to confirmation by the County Legislature. The appointment shall be on the basis of education, professional experience, and qualifications for the duties of the office. The Commissioner shall hold at minimum a Bachelor's degree and four (4) years' experience as a buyer, purchaser or an equivalent position. He or she shall have the authority within budgetary appropriations, and in accordance with County policy or as may be otherwise required by law, to appoint and remove such staff as may be necessary. The Commissioner shall be directly responsible to and serve at the pleasure of the County Executive.

The Commissioner shall not hold any other public or political office, whether elected or appointed, as long as he or she remains in the current position of County employment. He or she and all full-time managerial employees in the department shall serve on a full-

time basis and shall not engage in any private practice, nor be employed in their field of expertise with the County by any private or other government entity.

§ 5.02 Commissioner of General Services; powers and duties.

Except as otherwise provided by law, the Commissioner of General Services shall have the following duties:

- A. Have charge, oversight, and supervision of the Department;**
- B. Make all purchases of materials, supplies, and equipment, and contract for rentals and servicing of equipment for the County in accordance with applicable law;**
- C. Assure suitable specifications or standards for all materials, supplies, and equipment to be purchased and assure inspection of all deliveries to determine their compliance with such specifications and standards;**
- D. Make purchases for municipalities or other civil divisions of the County upon the written request of the governing body thereof;**
- E. Have authority to transfer or reassign equipment, material, and supplies among offices, departments and agencies of the County upon approval of the County Executive;**
- F. Be responsible for disposing of any surplus, obsolete or unwanted County property in a manner provided by state law;**
- G. Manage the County's vehicle fleet, with the exception of those heavy vehicles which maintain, improve, and plow County highways.**
- H. Administer all central administrative services for the County government, including but not limited to mail and messenger service, printing and reproduction, telephone, and other related operational services;**
- I. Monitor and enforce procurement and contract compliance practices throughout County government and coordinate training to ensure such compliance;**
- J. Identify and evaluate grant initiatives of benefit to the County; provide assistance and training to units of County government with application drafting, contract monitoring, reporting and compliance requirements; ensure that procurement practices and contracts are in compliance with the terms and conditions of all applicable federal or state grants, including all applicable laws, regulations, and policies related thereto;**
- K. Be responsible for the continuing development of programs designed to provide accurate, sufficient and timely information for decision making and service**

provisions by all units of Putnam County Government, and any entity contracting with Putnam County for such services;

- L. Exercise such further power and authority as the Legislature of Putnam County may, from time to time, delegate by local law or resolution or as the County Executive may delegate in his or her administrative capacity; and
- M. Perform all the duties now or hereafter conferred or imposed by law.

§ 5.03 Division of Information Technology/Geographic Information Systems; Director.

There shall be within the Department of General Services an independent Division of Information Technology/Geographic Information Systems (IT/GIS), which shall be headed by a Director of Information Technology/GIS. The Director shall be appointed by the County Executive on the basis of professional training, experience in IT, education, and other qualifications appropriate to the responsibilities of the office in the manner provided by state law. The Director shall have the authority, within budgetary appropriations and in accordance with County policy or as may be otherwise required by law, to appoint and remove such staff as he or she deems necessary.

§ 5.04 Director of Information Technology/GIS; powers and duties.

Except as otherwise provided in this Charter, the Director of Information technology shall have the power to:

- A. Coordinate, plan, and develop all information technology systems and resources, which shall include all computer, telephone and radio hardware, fax machines, software, peripherals, applications (including electronic and voice mail), networks and network connections (including to the Internet), documentation and other capabilities intended for the purpose of processing, transferring or storing data to conduct County business and provide access to government information and government services;
- B. Administer the storage and security of electronic data as may be required by departments and agencies, and in compliance with federal and/or state governmental requirements. In furtherance of this, the Director of Information Technology shall consult with the County Clerk to meet records retention requirements;
- C. Provide and support the communications and technology infrastructure as may be required by departments and agencies;
- D. Develop and administer policies and protocols governing information technology systems employed by the County and to ensure maximum intra- and interdepartmental compatibility;

- E. Have charge of the management and processing of information and data for all units of Putnam County Government and all other local governments or other entities that may contract with Putnam County for such services;
- F. Be responsible for the ongoing development of efficient information systems including data and word processing, and other information management techniques;
- G. Coordinate and consult with all units of Putnam County Government and any entity contracting with Putnam County for such services, relating to the planning, development, organization and use of information management techniques;
- H. Advise and assist the Putnam County Legislature in matters and decisions related to the selection and implementation of information technology services;
- I. Perform such other and related duties required by the County Executive or County Legislature and work with the Commissioner of General Services to assist in completing the responsibilities required under this Article.

Section 2.

This Local Law shall take effect forty-five (45) days after its passage and is subject to permissive referendum.

Item #6f(1) - Approval/ Local Law to Amend Article 5 of the Putnam County Charter Entitled "Executive Department" was next.

Legislator Addonizio moved the following revised local law.

Chairman Jonke clarified that this was not giving any authority to the Legislature that we did not already have.

Chairman Jonke called for a Roll Call.

RESOLUTION #102

A LOCAL LAW TO AMEND ARTICLE 5 OF THE PUTNAM COUNTY CHARTER ENTITLED "EXECUTIVE DEPARTMENT"

Be it enacted by the Legislature of the County of Putnam as follows:

Section 1.

Article 5 of the Putnam County Charter is hereby REPEALED and REPLACED as provided hereinafter:

ARTICLE 5

DEPARTMENT OF GENERAL SERVICES

§ 5.01 Department of General Services; Commissioner.

There shall be a Department of General Services under the direction of a Commissioner of General Services who shall be appointed by the County Executive, subject to confirmation by the County Legislature. The appointment shall be on the basis of education, professional experience, and qualifications for the duties of the office. The Commissioner shall hold at minimum a Bachelor's degree and four (4) years' experience as a buyer, purchaser or an equivalent position. He or she shall have the authority within budgetary appropriations, and in accordance with County policy or as may be otherwise required by law, to appoint and remove such staff as may be necessary. The Commissioner shall be directly responsible to and serve at the pleasure of the County Executive.

The Commissioner shall not hold any other public or political office, whether elected or appointed, as long as he or she remains in the current position of County employment. He or she and all full-time managerial employees in the department shall serve on a full-time basis and shall not engage in any private practice, nor be employed in their field of expertise with the County by any private or other government entity.

§ 5.02 Commissioner of General Services; powers and duties.

Except as otherwise provided by law, the Commissioner of General Services shall have the following duties:

- A. Have charge, oversight, and supervision of the Department;
- B. Make all purchases of materials, supplies, and equipment, and contract for rentals and servicing of equipment for the County in accordance with applicable law;
- C. Assure suitable specifications or standards for all materials, supplies, and equipment to be purchased and assure inspection of all deliveries to determine their compliance with such specifications and standards;
- D. Make purchases for municipalities or other civil divisions of the County upon the written request of the governing body thereof;
- E. Have authority to transfer or reassign equipment, material, and supplies among offices, departments and agencies of the County upon approval of the County Executive;
- F. Be responsible for disposing of any surplus, obsolete or unwanted County property in a manner provided by state law;
- G. Manage the County's vehicle fleet, with the exception of those heavy vehicles which maintain, improve, and plow County highways.

- H. Administer all central administrative services for the County government, including but not limited to mail and messenger service, printing and reproduction, telephone, and other related operational services;
- I. Monitor and enforce procurement and contract compliance practices throughout County government and coordinate training to ensure such compliance;
- J. Identify and evaluate grant initiatives of benefit to the County; provide assistance and training to units of County government with application drafting, contract monitoring, reporting and compliance requirements; ensure that procurement practices and contracts are in compliance with the terms and conditions of all applicable federal or state grants, including all applicable laws, regulations, and policies related thereto;
- K. Be responsible for the continuing development of programs designed to provide accurate, sufficient and timely information for decision making and service provisions by all units of Putnam County Government, and any entity contracting with Putnam County for such services;
- L. Exercise such further power and authority as the Legislature of Putnam County may, from time to time, delegate by local law or resolution or as the County Executive may delegate in his or her administrative capacity; and
- M. Perform all the duties now or hereafter conferred or imposed by law.

§ 5.03 Division of Information Technology/Geographic Information Systems; Director.

There shall be within the Department of General Services an independent Division of Information Technology/Geographic Information Systems (IT/GIS), which shall be headed by a Director of Information Technology/GIS. The Director shall be appointed by the County Executive, subject to confirmation by the County Legislature. The Director of Information Technology/GIS shall be appointed on the basis of professional training, experience in IT, education, and other qualifications appropriate to the responsibilities of the office in the manner provided by state law. The Director shall have the authority, within budgetary appropriations and in accordance with County policy or as may be otherwise required by law, to appoint and remove such staff as he or she deems necessary.

§ 5.04 Director of Information Technology/GIS; powers and duties.

Except as otherwise provided in this Charter, the Director of Information technology shall have the power to:

- A. Coordinate, plan, and develop all information technology systems and resources, which shall include all computer, telephone and radio hardware, fax machines, software, peripherals, applications (including electronic and voice mail), networks and network connections (including to the Internet), documentation and other

capabilities intended for the purpose of processing, transferring or storing data to conduct County business and provide access to government information and government services;

- B. Administer the storage and security of electronic data as may be required by departments and agencies, and in compliance with federal and/or state governmental requirements. In furtherance of this, the Director of Information Technology shall consult with the County Clerk to meet records retention requirements;
- C. Provide and support the communications and technology infrastructure as may be required by departments and agencies;
- D. Develop and administer policies and protocols governing information technology systems employed by the County and to ensure maximum intra- and interdepartmental compatibility;
- E. Have charge of the management and processing of information and data for all units of Putnam County Government and all other local governments or other entities that may contract with Putnam County for such services;
- F. Be responsible for the ongoing development of efficient information systems including data and word processing, and other information management techniques;
- G. Coordinate and consult with all units of Putnam County Government and any entity contracting with Putnam County for such services, relating to the planning, development, organization and use of information management techniques;
- H. Advise and assist the Putnam County Legislature in matters and decisions related to the selection and implementation of information technology services;
- I. Perform such other and related duties required by the County Executive or County Legislature and work with the Commissioner of General Services to assist in completing the responsibilities required under this Article.

Section 2.

This Local Law shall take effect forty-five (45) days after its passage and is subject to permissive referendum.

BY ROLL CALL VOTE: EIGHT AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #6g – Approval/ Local Law to Amend Section 7.05 of the Putnam County Charter Entitled “Capital Program and Capital Budget” was next. On behalf of the members of the Rules, Enactments & Intergovernmental Relations Committee, Legislators Ellner and Nacerino, Legislator Addonizio moved the following:

RESOLUTION #103

A LOCAL LAW TO AMEND SECTION 7.05 OF THE PUTNAM COUNTY CHARTER ENTITLED "CAPITAL PROGRAM AND CAPITAL BUDGET"

Be it enacted by the Legislature of the County of Putnam as follows:

Section 1.

Subsection 3 of Section 7.05(B) of the Putnam County Charter is hereby amended to read as follows:

§ 7.05 Capital program and capital budget.

3. Review by the Capital Projects Committee. There shall be a Capital Projects Committee consisting of the County Executive as Chairman, the Commissioner of Finance as Vice-Chairman, the Commissioner of General Services, the Commissioner of Planning, Development and Public Transportation, the Commissioner of Public Works, the Chairman of the County Legislature, a designee of the Budget and Finance Committee and a member of the County Legislature representing the minority political party, if another party is represented, or a member elected without party endorsement, to review the capital project requests in consideration of the capital program and the capital budget. In the event there is no member of the County Legislature representing another party nor any member of the County Legislature elected without party endorsement, then the County Legislature shall select any other member of the County Legislature not serving on the Capital Projects Committee as the additional member of this Committee.

Section 2.

This Local Law shall take effect forty-five (45) days after its passage and is subject to permissive referendum.

BY ROLL CALL VOTE: EIGHT AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #6h – Approval/ Local Law to Amend Chapter 117 Entitled "Apprenticeship Training Program" and Chapter 140 Entitled "Contracts and Procurement" of the Putnam County Code in Relation to the Creation of the Department of General Services was next. On behalf of the members of the Rules, Enactments & Intergovernmental Relations Committee, Legislators Ellner and Nacerino, Legislator Addonizio moved the following:

RESOLUTION #104

A LOCAL LAW TO AMEND CHAPTER 117 ENTITLED "APPRENTICESHIP TRAINING PROGRAM" AND CHAPTER 140 ENTITLED "CONTRACTS AND PROCUREMENT" OF THE

**PUTNAM COUNTY CODE IN RELATION TO THE CREATION OF THE DEPARTMENT OF
GENERAL SERVICES**

Be it enacted by the Legislature of the County of Putnam as follows:

<<PUTNAM COUNTY CODE CHAPTER 117>>

Section 1.

Section 117-5 of the Putnam County Code is hereby amended to read as follows:

§ 117-5 Enforcement.

The Commissioner of General Services is hereby authorized, empowered and directed to promulgate and, from time to time amend, such rules and regulations that he deems necessary for the implementation and enforcement of any provisions of this chapter. However, this local law shall not preclude the Commissioner of General Services, along with the Putnam County Attorney, from negotiating such terms and conditions with the construction contract contractor to assure a sufficient labor workforce on the job so as not to delay timely completion of the construction contract project.

Section 2.

Section 117-8 of the Putnam County Code is hereby amended to read as follows:

§ 117-8 Effective date.

This chapter shall become effective 90 days after its filing in the office of the Secretary of the State pursuant to Municipal Home Rule Law, provided, however, that any regulations of the Commissioner of General Services may be promulgated prior to the effective date of this chapter.

<<PUTNAM COUNTY CODE CHAPTER 140>>

<<ARTICLE I: General Provisions>>

Section 3.

Section 140-1.3 of the Putnam County Code is hereby amended to read as follows:

§ 140-1.3 Exemptions.

Unless otherwise ordered by regulation the following commodities, supplies or services need not be procured through the Department of General Services in accordance with the County's Procurement Policy, and shall be procured by the appropriate agency, department or committee:

- A. Works of art for public display.**

Section 4.

Section 140-1.6 of the Putnam County Code is hereby amended to read as follows:

§ 140-1.6 Definitions.

CHANGE ORDER

A written order signed and issued by the Commissioner of General Services, directing the contractor to make changes in relation to a specific purchase order or County contract.

<<ARTICLE II: Office of the Commissioner Of General Services>>

Section 5.

Section 140-2.1 of the Putnam County Code is hereby amended to read as follows:

§ 140-2.1 Authority and duties.

- A. Principal public purchasing official. Except as otherwise provided herein, the Commissioner of General Services shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies, services, equipment, and public works projects in accordance with this policy, as well as the management and disposal of supplies, services, and equipment.**
- B. Duties. In accordance with this policy, the Commissioner of General Services shall:**
- (1) Procure or supervise the procurement of all supplies, services, materials and equipment, as well as public works projects.**
 - (2) Exercise direct supervision over the County's central stores and general supervision over all other inventories of supplies belonging to the County;**
 - (3) Sell, trade, or otherwise dispose of surplus supplies belonging to the County; and**
 - (4) Establish and maintain programs for specification development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services, and construction.**
- C. Operational procedures. Consistent with this policy, the Commissioner of General Services may adopt operational procedures relating to the execution of its duties.**

Section 6.

Section 140-2.2 of the Putnam County Code is hereby amended to read as follows:

§ 140-2.2 Delegations to other County officials.

With the approval of the County Executive, the Commissioner of General Services may delegate authority to purchase certain supplies, services, equipment, or construction items to other County officials, if such delegation is deemed necessary for the effective procurement of those items.

Section 7.

Section 140-2.3 of the Putnam County Code is hereby amended to read as follows:

§ 140-2.3 Procurement card program.

- A. With the approval of the County Executive, the Commissioner of General Services, under the authority provided in § 140-2.1 of this policy, may establish a procurement card program to improve efficiency and streamline the purchasing process of small-dollar items, thereby eliminating the need for many petty cash accounts, and also reducing the volume of individual purchase orders and payments processed by the County to suppliers. Audits shall be required to ensure that the cardholders and their respective department head or commissioner are adhering to proper policies and procedures.**
- B. Conditions for use. The Commissioner of General Services and the Commissioner of Finance shall develop procurement card policies and procedures that detail the regulations which will govern the program. The Procurement Card Policy shall be reviewed annually by the County Legislature in conjunction with its annual review of the County's Procurement Policy. The Procurement Card Policy shall include:**
- (1) Purpose of the procurement card program.**
 - (2) Scope of the program.**
 - (3) Detailed listing of all card holders, card limits, and approved uses.**
 - (4) Applicability of the policies and procedures.**
 - (5) Responsibilities.**
 - (6) Assignment and control of the procurement cards.**
 - (7) Card holder use of the procurement card.**
 - (8) Prohibited use of the procurement card.**
 - (9) Procedures for making and paying for purchases.**
 - (10) Procedures for disputes.**

(11) Review of purchases by departments.

(12) Audit requirements.

<<ARTICLE III: Source Selection, Bidder Qualifications, Contract Formation and Administration >>

Section 8.

Section 140-3.1 of the Putnam County Code is hereby amended to read as follows:

140-3.1 Competitive sealed bidding; lowest responsible bidder.

- A. Conditions for use. All contracts of the County of Putnam shall be awarded by competitive sealed bidding except as otherwise provided in §§ 140-3.3 (Competitive sealed proposals), 140-3.5 (Contracting for legal services), 140-3.7 (Small purchases), 140-3.8 (Sole source procurement), 140-3.9 (Emergency procurements).**
- B. Invitation for bids. An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.**
- C. Public notice. Adequate public notice of the invitation for bids shall be given, not less than 14 calendar days prior to the date set forth therein for the opening of bids, unless it is determined by the Commissioner of General Services, in writing, that a public notice of less than 14 days is adequate. In no instance shall the public notice be less than five business days. Such notice shall include publication in the newspaper(s) of general circulation as designated by the County Legislature. The public notice shall state the place, date, and time of the bid opening.**
- D. Bid opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Commissioner of General Services deems appropriate, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection in accordance with § 140-1.7 (Public access to procurement information).**
- E. Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria that are not set forth in the invitation for bids may be used in bid evaluations.**

F. Correction or withdrawal of bids; cancellation of awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, correction of bids shall not be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a bidder alleging a material mistake of fact may be permitted to withdraw his bid if:

(1) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or

(2) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by written determination made by the Commissioner of General Services.

G. Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

H. Receipt of bids.

(1) Bids are to be packaged, sealed and submitted to the location stated in the bid specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the bid specification prior to the stated bid opening date/time; or

(2) If authorized by the bid specification, bids may be submitted in an electronic format. Submission in an electronic format may not, however, be required as the sole method for the submission of bids.

(a) The receiving device designated by the County of Putnam will be the Empire State Purchasing Group's e-Procurement software from Bidnet or the Bonfire e-Procurement software and will be identified in the bid specification. Both receiving devices will:

[1] Document the time and date of each bid received electronically;

[2] Authenticate the identity of the sender;

[3] Ensure the security of the information transmitted; and

[4] Ensure confidentiality of the bid until the time and date established for opening of the bids.

- (b) The timely submission of an electronic bid in compliance with instructions provided for such submission in the advertisement for bids and/or specifications shall be the sole responsibility of each bidder or prospective bidder. The County shall not incur any liability from delays of or interruptions in the receiving device designated for the submission and receipt of electronic bids.

Section 9.

Section 140-3.2 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.2 Best value awards.

- A. Purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the Labor Law) may be awarded on the basis of best value, as defined in § 163 of the State Finance Law and as authorized in § 103 of the General Municipal Law, to a responsive and responsible offeror.
- B. Where the basis for award is the best value offer, the Commissioner of General Services shall document, in the procurement record and in advance of the initial receipt of offers, the determination of the evaluation criteria, which, whenever possible, shall be quantifiable, the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted.
- C. The Commissioner of General Services shall select a formal competitive procurement process and document its determination in the procurement record. The process shall include, but is not limited to, a clear statement of need; a description of the required specifications governing performance and related factors; a reasonable process for ensuring a competitive field; a fair and equal opportunity for offerors to submit responsive offers; and a balanced and fair method of award. Where the basis for the award is best value, documentation in the procurement record shall, where practicable, include a quantification of the application of the criteria to the rating of proposals and the evaluation results or, where not practicable, such other justification which demonstrates that best value will be achieved.
- D. The solicitation shall prescribe the minimum specifications or requirements that must be met in order to be considered responsive and shall describe and disclose the general manner in which the evaluation and selection shall be conducted. The solicitation shall identify the relative importance and/or weight of cost and the overall evaluation criterion to be considered by the County in its determination of best value.
- E. In assessing best value when awarding the purchase contract, non-price factors can be considered. Non-price factors can include, but are not limited to, reliability of a product, efficiency of operation, difficulty/ease of maintenance, useful lifespan, ability to meet needs regarding timeliness of performance and experience of a service

provider with similar contracts. The basis for a best value award, however, must reflect, whenever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerors that are small businesses or certified minority- or women-owned business enterprises as defined in Subdivisions 1, 7, 15 and 20 of § 310 of the Executive Law.

Section 10.

Section 140-3.3 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.3 Competitive sealed proposals.

- A. Conditions for use.** When the Commissioner of General Services determines, in writing, that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by the use of the competitive sealed proposal method.
- B. Request for proposals.** Proposals shall be solicited through a request for proposals.
- C. Public notice.** Adequate public notice of the request for proposal shall be given in the same manner as provided in § 140-3.1C (Competitive sealed bidding, public notice), provided the minimum time shall be 14 calendar days.
- D. Receipt of proposals.** No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.
- E. Evaluation factors.** The request for proposals shall state the importance of price and other evaluation factors.
- F. Discussion with responsible offerors and revisions to proposals.** As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offerors. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.
- G. Award.** Award shall be made to the responsible offeror whose proposal is determined, in writing, to offer the best value to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or

criteria shall be used in the evaluation. The contract file shall contain the basis on which the award was made.

Section 11.

Section 140-3.7 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.7 Purchases not subject to competitive bidding.

A. The following purchases are not subject to competitive bidding:

- (1) Purchases of \$20,000 or less for commodities, equipment, materials, supplies and services.**
- (2) Purchases of \$35,000 or less for public works projects.**
- (3) Purchases through preferred sources pursuant to § 162 of the state Finance Law.**
- (4) Purchases in excess of \$500, of materials, equipment and supplies (except printed material) through the New York State Office of General Services (OGS), subject to rules established by OGS (see State Finance Law, § 163).**
- (5) Purchases through other New York State counties contracts, pursuant to General Municipal Law § 103(3).**
- (6) Purchases of surplus and secondhand supplies, materials or equipment from the federal government, the State of New York or from any other political subdivision, district or public benefit corporation with the state, pursuant to General Municipal Law § 103(6).**
- (7) Purchases through contracts let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value.**

B. Section 104-b of the New York State General Municipal Law requires that procedures for purchasing goods and services that fall below the monetary bid limits be established and approved by the governing board. The following shall constitute Putnam County policy:

(1) Cumulative purchases.

- (a) Purchases shall be evaluated with attention given to cumulative dollar amounts expected in a given fiscal year. The Commissioner of General Services shall canvas using agencies to determine yearly value of a commodity or service. Past history can be taken into consideration when evaluating yearly costs associated with the purchase of a commodity or**

service. If the bid limit is suspected to be exceeded, competitive bidding shall be used. This decision shall rest with the Commissioner of General Services.

- (b) If there are several comparable separate public works projects for the same or various locations, in a foreseeable time frame, whose expected cumulative total is more than \$10,000, written quotes must be obtained from a minimum of three suppliers.

(2) Methods of procurement not covered by competitive bidding.

- (a) Purchases for commodities, equipment, supplies, materials and services in the amount of \$3,000 or less shall be awarded at the discretion of the Commissioner of General Services; purchases of more than \$3,000 up to and including \$20,000 shall require a minimum of three electronic or written quotes. All purchases of more than \$20,000 shall be competitively bid.

- (b) Purchases that are defined as public works projects in the amount of \$10,000 or less shall be awarded at the discretion of the Commissioner of General Services; purchases of more than \$10,000 up to and including \$35,000 shall require a minimum of three written or electronic quotes. All purchases of more than \$35,000 shall be competitively bid.

- (c) Purchases and contracts defined as professional services in the amount of \$50,000 or less shall be awarded at the discretion of the County Executive, Commissioner of General Services and the Commissioner or Director of the using agency. Purchases and contracts of more than \$50,000 shall require the issuing of a formal request for proposal and the approval of the County Executive.

- (3) Award.** All awards from telephone, facsimile, e-mail or written quotes shall be made to the supplier offering the best value to the County. In determining the best value for the County, the purchase price and whether the goods or services meet specifications are the most important considerations. However, the Commissioner of General Services may consider other relevant factors, including:

- (a) Installation costs;

- (b) Life cycle costs;

- (c) The quality and reliability of the goods and services;

- (d) The delivery terms;

- (e) Indicators of probable supplier performance under the contract such as past supplier performance, the supplier's financial resources and ability to perform, the supplier's experience or demonstrated capability and responsibility, and the supplier's ability to provide reliable maintenance agreements and support;

- (f) The cost of any employee training associated with a purchase;
 - (g) The effect of a purchase on agency productivity; and
 - (h) Other factors relevant to determining the best value for the County in the context of a particular purchase, including the status of the vendor as a Putnam County based small business.
- (4) Documentation. All quotes (written or telephone) shall be documented in the procurement record and shall be filed in the respective year's quote files or attached to the Department of General Services' copy of the purchase order. All purchases resulting from a written, electronic or telephone quote shall have the quote number referenced on the electronic purchase order or voucher, thus creating an audit trail.

Section 12.

Section 140-3.8 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.8 Sole source procurement.

- A. A contract may be awarded without competition when the Commissioner of General Services determines in writing, after conducting a good faith review of available resources that there is only one source for the required commodity, supply, service or construction item. The Commissioner of General Services shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of sole source procurements shall be maintained as a public record and shall list each supplier's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification number of each contract file.
- B. In determining whether procurement qualifies as a sole source, the Department of General Services and the agency requesting the procurement shall show, at a minimum:
 - (1) The unique benefits to the County of the item as compared to other products available in the marketplace;
 - (2) That no other product provides substantially equivalent or similar benefits;
 - (3) That, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace;
 - (4) That there is no possibility of competition, as from competing dealers or distributors.

Section 13.

Section 140-3.9 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.9 Emergency procurements.

Notwithstanding any other provisions of this policy, the Commissioner of General Services, with the approval of the County Executive and the Chairman of the Legislature, may make or authorize others to make emergency procurements of commodities, supplies, services, or construction items when there exists a threat to public health, welfare, or safety, or County property, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular supplier shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the supplier's name, the amount and type of contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

- A. All Departments, except for Department of Public Works: During periods of emergency, such as (1) natural catastrophes such as landslides, snowfalls, flooding or other acts of nature which prevent normal operations, (2) damage to buildings, roads, or other structures requiring immediate repair to prevent further deterioration or losses, and (3) breakdown of essential mechanical systems and machinery, such as boilers, electrical circuits, water mains or pipes, the normal purchasing procedures are not practical. Therefore, special emergency procedures are established to aid the departments in their operations. In those cases of emergency requiring immediate actions, the department head responsible for that operation will assume charge for the operation. The following procedure will then be used:**
- (1) If possible, immediately notify the Commissioner of General Services of the nature of the emergency and your plans to cope with the situation.**
 - (2) Contact the vendor immediately and arrange the purchase.**
 - (3) Notify the Department of General Services, as soon as practical, that the emergency purchases are necessary and being arranged.**
 - (4) Within five days after the emergency purchase is made, the department head will prepare and forward to the Department of General Services a receiving report, indicating descriptions of the purchase and other information.**
- B. Department of Public Works: For field employees: If an emergency purchase is required, such as natural catastrophes (e.g., landslides, snowfalls, flooding or other acts of nature which prevent normal operations), damage to buildings, roads, or other structures requiring immediate repair to prevent further deterioration or losses. Breakdown of essential mechanical systems and machinery, such as boilers, electrical circuits, water mains or pipes:**
- (1) Normal purchasing procedures are not practical. Therefore, the following should be followed:**

- (a) Contact vendor.
- (b) Notification to your supervisor and/or commissioner.
- (c) Make purchase.

(2) For Public Works Administration Office only:

- (a) Public Works Administration only will provide documentation as to the item/service purchased, vendor, date and justification as to why this procedure was utilized to the Department of General Services via letter or e-mail.
- (b) The Department of General Services will then document verification of purchase to audit.

Section 14.

Section 140-3.11 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.11 Responsibility of bidders and offerors.

- A. **Determination of nonresponsibility.** If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the Commissioner of General Services. The unreasonable failure of a bidder or offeror promptly to supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. The final determination shall be made part of the contract file and be made a public record.
- B. **Right of nondisclosure.** To the extent possible under the New York State Freedom of Information Law (FOIL), information furnished by a bidder or offeror pursuant to this section shall not be disclosed by the County outside of the office of the Commissioner of General Services, or using agency, without prior written consent of the bidder or offeror.

Section 15.

Section 140-3.13 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.12 Cost or pricing data.

- A. **Required submissions relating to the award of contracts.** A prospective contractor shall submit cost or pricing data when the contract is expected to exceed \$100,000 and is to be awarded by competitive sealed proposals (§ 140-3.3, Competitive sealed

proposals), or by sole source procurement authority (§ 140-3.8, Sole source procurement).

- B. Exceptions. The submission of cost or pricing data relating to the award of a contract is not required when:**
- (1) The contract price is based on adequate price competition;**
 - (2) The contract price is based on established catalog prices or market prices;**
 - (3) The contract price is set by law or regulation; or**
 - (4) It is determined, in writing, by the Commissioner of General Services that the requirements of § 140-3.12A (Cost or pricing data, Required submissions relating to the award of contracts) may be waived, and the determination states the reasons for such a waiver.**
- C. Required submissions relating to change orders or contract modifications. A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed 10% of the original contract amount.**
- D. Exceptions. The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience.**
- E. Certification required. A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.**
- F. Price adjustment provision required. Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the County of Putnam, including profit or fee, shall be adjusted to exclude any significant sums by which the County of Putnam finds that such price was increased because the contractor-furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between the County of Putnam and the contractor.**

Section 16.

Section 140-3.14 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.14 Bid and performance bonds on supply or service contracts.

- A. Bid and performance bonds or other security may be requested for supply contracts or service contracts as the Commissioner of General Services or head of a using agency deems advisable to protect the County of Putnam's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder's or offeror's responsibility.**
- B. The County reserves its right to approve the form, sufficiency, or manner of execution of surety bonds and contracts of insurance furnished by the surety company selected by the bidder to underwrite such bonds or contracts. In addition, all surety companies shall be licensed by the State of New York and have a Best's rating on bonds and contracts of insurance of an A- or better.**
- C. In addition, the County reserves the right to approve or reject the contractor's proposed surety company. The County shall notify potential bidders, as part of the bid solicitation, of any surety company that has been deemed unacceptable to the County.**

Section 17.

Section 140-3.15 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.15 Types of contracts.

- A. General authority. Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the County of Putnam may be used. A cost reimbursement contract may be used only when a determination is made, in writing, that such contract is likely to be less costly to the County of Putnam than any other type or that it is impracticable to obtain the supply, service, or construction item required under such a contract.**
- B. Multiterm contracts.**
 - (1) Specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the County of Putnam, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriations of funds thereafter.**
 - (2) Determination prior to use. Prior to the utilization of a multiterm contract, it shall be determined in writing that:**

- (a) Estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - (b) Such a contract will serve the best interests of the County of Putnam by encouraging effective competition or otherwise promoting economies in County of Putnam procurements.
- (3) Cancellation due to unavailability of funds in succeeding fiscal periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled.

C. Multiple source contracting.

- (1) **General.** A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County of Putnam's actual requirements is limited by the provision of Uniform Commercial Code § 2-306(1).
- (2) **Limitations on use.** A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of § 140-3.1 (Competitive sealed bidding), § 140-3.2 (Competitive sealed proposals), § 140-3.7 (small purchases), and § 140-3.9 (Emergency procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County of Putnam's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the actual requirements.
- (3) **Contract and solicitation provisions.** All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:
 - (a) The County of Putnam shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and
 - (b) The County of Putnam shall reserve the right to take bids separately if the Commissioner of General Services approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the County of Putnam.
- (4) **Intent to use.** If a multiple source award is anticipated prior to issuing a solicitation, the County of Putnam shall reserve the right to make such an award, and the criteria for award shall be stated in the solicitation.

- (5) **Determination required.** The Commissioner of General Services shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

D. Multiple source contracting: purchase of office furnishings by percentage discount awards.

- (1) **General.** A multiple source award for office furnishings is an award of an indefinite quantity contract on one or more office furnishings manufacturer's product lines to more than one bidder or offeror. The obligation to order the County of Putnam's actual requirements is limited by the provisions of Uniform Commercial Code Section 2-306(1).
- (2) **Limitations of use.** A multiple source award may be made when award to two or more bidders or offerors for similar product lines is necessary for adequate delivery, service or product compatibility. All multiple source awards shall be made in accordance with the provisions of § 140-3.1 (Competitive sealed bidding), § 140-3.2 (Competitive sealed proposals), § 140-3.7 (small purchases), and § 140-3.9 (Emergency procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County of Putnam's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet actual requirements.
- (3) **Contract and solicitation provisions.** Specifications shall be drafted to include and utilize a mini-bid system to ensure that the County receives the best value for dollars expended.
- (4) **Mini-bid procurement process.** The Department of General Services shall issue bids for discounts off of manufacturers' product lines and suggested retail price list. Award will be made by product line to the bidder offering the highest discount. Departments may request a specific brand and item based on the bid awards made. The Department of General Services shall review the requested requisition and obtain a minimum of three additional quotations from a minimum of three additional contract vendors for an "equivalent" item from other manufacturers. The Department of General Services shall review all of the mini-bid quotations and select the vendor/manufacturer that meets the form, function, utility and quality of the requesting agency, and also offers the lowest price.
- (5) **Waiver of mini bid procurement process.** The Commissioner of General Services may waive the requirement of the mini-bid process for those procurements that are additions to and alterations of existing systems furniture groups. The reasons for such waiver shall be documented, in writing, and made part of the procurement record.

E. Design service contracts for office furnishings.

- (1) General.** The Commissioner of General Services or his/her designee may enter into separate contracts for design services or space planning services as deemed necessary for a particular project.
- (2) Limitations on use.** A design services or space planning services contract may be entered into in accordance with the provisions of § 140-3.2 (Competitive sealed proposals), § 140-3.7 (small purchases), and § 140-3.9 (Emergency procurements), as applicable.
- (3) Contract and solicitation provisions.** All solicitations and contracts for design services and space planning services shall include the following requirements:
 - (a)** All specifications prepared under this contract shall be drafted so as to promote overall economy for the purpose intended and encourage competition in satisfying the County's needs and shall not be unduly restrictive. Design service contractors are prohibited from recommending or specifying any manufacturer's products or brand names in their plans and specifications if the design services contractor currently holds a bid award for that product line/manufacturer with the County of Putnam.
 - (b)** When brand names are used in the plans and specifications developed by the Contractor, the contractor shall identify a minimum of three brand names that will satisfy the requirements of the plans and specifications.

Section 18.

Section 140-3.16 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.16 Contract clauses and their administration.

- A. Contract clauses.** All County of Putnam contracts for supplies, services, materials and equipment, as well as public works projects, shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Commissioner of General Services, after consultation with the County Attorney, may issue clauses appropriate for supply, service, or public works contracts, addressing among others, the following subjects:
- (1)** The unilateral right of the County of Putnam to order, in writing, the changes in the work within the scope of the contract;
 - (2)** The unilateral right of the County of Putnam to order, in writing, temporary stopping of the work or delaying performance that does not alter the scope of the contract;

- (3) Variations occurring between estimated quantities of work in contract and actual quantities;**
- (4) Defective pricing;**
- (5) Liquidated damages;**
- (6) Specified excuses for delay or nonperformance;**
- (7) Termination of the contract for default;**
- (8) Termination of the contract, in whole or in part, for the convenience of the County of Putnam;**
- (9) Suspensions of work on a construction project or by the County of Putnam; and**
- (10) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:**
 - (a) When the contract is negotiated;**
 - (b) When the contractor provides the site or design; or**
 - (c) When the parties have otherwise agreed with respect to the risk of differing site conditions.**

B. Price adjustments.

- (1) Adjustments in price resulting from the use of contract clauses required by Subsection A of this section shall be computed in one or more of the following ways:**
 - (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;**
 - (b) By unit prices specified in the contract or subsequently agreed upon;**
 - (c) By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;**
 - (d) In such other manner as the contracting parties may mutually agree.**
- (2) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of § 140-3.12 (Cost or pricing data).**

- C. **Standard clauses and their modification.** The Commissioner of General Services, after consultation with the County of Putnam County Attorney, may establish standard contract clauses for use in County of Putnam contracts. If the Commissioner of General Services establishes any standard clauses addressing the subjects set forth in Subsection A of this section, such clauses may be varied, provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of any such material variation be stated in the invitation for bids or requests for proposals.

Section 19.

Section 140-3.17 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.17 Approval of accounting system.

Except with respect to firm fixed-price contracts, no contract shall be awarded unless it has been determined in writing by the Commissioner of General Services that:

- A. The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- B. The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

Section 20.

Section 140-3.21 of the Putnam County Code is hereby amended to read as follows:

§ 140-3.21 Procurement records.

1. **Contract file.** All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained by the County of Putnam in a contract file by the Commissioner of General Services.
2. **Retention of procurement records.** All procurement records shall be retained and disposed of by the County of Putnam in accordance with record retention guidelines and schedules approved by the State of New York.

<<ARTICLE IV: Specifications>>

Section 21.

Section 140-4.2 of the Putnam County Code is hereby amended to read as follows:

§ 140-4.2 Brand name or equal specification.

- A. Use. Brand name or equal specifications may be used when the Commissioner of General Services determines in writing that:**
- (1) No other design or performance specification is available;**
 - (2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;**
 - (3) The nature of the product or the nature of the County of Putnam's requirements makes use of a brand name or equal specification suitable for the procurement; or**
 - (4) Use of a brand name or equal specification is in the County of Putnam's best interests.**
- B. Designation of several brand names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.**
- C. Required characteristics. Unless the Commissioner of General Services determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics that are required.**
- D. Nonrestrictive use of brand name or equal specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.**

Section 22.

Section 140-4.3 of the Putnam County Code is hereby amended to read as follows:

§ 140-4.3 Brand name specification.

- 1. Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the Commissioner of General Services makes a written determination that only the identified brand name item or items will satisfy the County of Putnam's needs. After the Commissioner of General Services prepares the written determination, a request shall be forwarded to the County Legislature to pass a standardization resolution. Under no circumstances shall any solicitation offered by the County contain only one brand name, without allowing for "or equal" products, unless a standardization resolution has been passed by the County Legislature.**

2. **Competition.** The Commissioner of General Services shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under § 140-3.8 (Sole source procurement).

<<ARTICLE V: Debarment or Suspension>>

Section 23.

Section 140-5.1 of the Putnam County Code is hereby amended to read as follows:

§ 140-5.1 Authority to debar or suspend.

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Commissioner of General Services, after consultation with the County Attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the County Attorney, the Commissioner of General Services is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity that might lead to debarment. The suspension shall be for a period not to exceed three years. The causes for debarment include:

- A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract;
- B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County of Putnam contractor;
- C. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- D. Violation of contract provisions, as set forth below, of a character which is regarded by the Commissioner of General Services to be so serious as to justify debarment action:
 - a. Deliberate failure, without good cause, to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure

to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

- E. Any other cause the Commissioner of General Services determines to be so serious and compelling as to affect responsibility as a County of Putnam contractor, including debarment by another governmental entity for any cause listed in this policy; and
- F. For violation of the ethical standards set forth in Article VII (Ethics in Public Contracting).

Section 24.

Section 140-5.2 of the Putnam County Code is hereby amended to read as follows:

§ 140-5.2 Decision to debar or suspend.

The Commissioner of General Services shall issue a written decision to debar or suspend. The decision shall state the reasons for action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

<<ARTICLE VI: Appeals and Remedies>>

Section 25.

Section 140-6.1 of the Putnam County Code is hereby amended to read as follows:

§ 140-6.1 Bid protests.

- A. Right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Executive. Protestors are urged to seek resolution of their complaints initially with the Commissioner of General Services. A protest with respect to an invitation for bids or request for proposals shall be submitted, in writing, prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within three calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
- B. Stay of procurements during protests. In the event of a timely protest under Subsection A of this Section, the Commissioner of General Services shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the County Executive makes a

determination on the record that the award of a contract without delay is necessary to protect substantial interests of the County of Putnam.

Section 26.

Section 140-6.2 of the Putnam County Code is hereby amended to read as follows:

§ 140-6.2 Contract claims.

- A. Decision of the Commissioner of General Services. All claims by a contractor against the County of Putnam relating to a contract, except bid protests, shall be submitted in writing to the Commissioner of General Services for a decision. The contractor may request a conference with the Commissioner of General Services on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of a contract, mistake, misrepresentation, or other causes for contract modification or rescission.**
- B. Notice to the contractor of the Commissioner of General Services' decision. The decision of the Commissioner of General Services shall be promptly issued, in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under Subsection C of this section.**
- C. Finality of Commissioner of General Services' decision; contractor's right to appeal. The Commissioner of General Services' decision shall be final and conclusive unless, within five calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the County Executive or commences an action in a court of competent jurisdiction.**
- D. Failure to render timely decision. If the Commissioner of General Services does not issue a written decision regarding any contract controversy within 20 days after written request for a final decision, or within such longer period as may be agreed upon between parties, then the aggrieved party may proceed as if an adverse decision had been received.**

Section 27.

Section 140-6.4 of the Putnam County Code is hereby amended to read as follows:

§ 140-6.4 Authority of Commissioner of General Services to settle bid protests and contract claims.

The Commissioner of General Services is authorized to settle any protest regarding the solicitation or award of a County of Putnam contract, or any claim arising out of the performance of a County of Putnam contract, prior to an appeal to the County Executive or the commencement of an action in a court of competent jurisdiction.

Section 28.

Section 140-6.5 of the Putnam County Code is hereby amended to read as follows:

§ 140-6.5 Remedies for solicitations or awards in violation of law.

- A. Prior to bid opening or closing date for receipt of proposals. If, prior to the bid opening or closing date for receipt of proposals, the Commissioner of General Services, after consultation with the County Attorney, determines that a solicitation is in violation of federal, state, or municipal law, then the solicitation shall be cancelled or revised to comply with applicable law.**
- B. Prior to award. If, after bid opening or the closing date for receipt of proposals, the Commissioner of General Services, after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award shall be cancelled.**
- C. After award. If, after an award, the Commissioner of General Services, after consultation with the County Attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:
 - (1) If the person awarded the contract has not acted fraudulently or in bad faith:
 - (a) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the County of Putnam; or**
 - (b) The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or****
 - (2) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the County of Putnam.****

<<ARTICLE VII: Ethics in Public Contracting>>

Section 29.

Section 140-7.8 of the Putnam County Code is hereby amended to read as follows:

§ 140-7.8 Sanctions.

- A. Employees. Sanctions against employees shall be in accordance with Chapter 55 of the Laws of Putnam County (Code of Ethics).**

B. Nonemployees. The Commissioner of General Services may impose any one or more of the following sanctions on a non-employee for violations of ethical standards:

(1) Written warnings or reprimands;

(2) Termination of contracts; or

(3) Debarment or suspension as provided in § 140-5.1 (Authority to debar or suspend).

<<ARTICLE VIII: Disposition of Surplus Personal Property>>

Section 30.

Section 140-8.1 of the Putnam County Code is hereby amended to read as follows:

§ 140-8.1 Purpose.

No statute prescribes a procedure for the sale of unneeded County personal property, and, therefore, there is no statutory mandate that such property be sold only after public advertisement for sealed bids or advertisement for public auction. The method chosen for sale is within the sound discretion of the Commissioner of General Services, subject to the approval of the County Executive. However, in order to fill a fiduciary duty, the method of sale adopted should be one which is thought to bring the best price or maximum benefits and may include sale by either auction, private negotiation, or competitive bidding.

<<ARTICLE IX: Additional Requirements for Federal Transit Administration Funded Contracts>>

Section 31.

Section 140-9.4 of the Putnam County Code is hereby amended to read as follows:

§ 140-9.4 Duty to inquire into vendor's election not to submit a bid.

Should any request for bid or request for proposal result in only one submitted bid or proposal, the Department of General Services will contact all vendors that received a bid or RFP package and inquire into why they elected not to submit a bid or proposal.

Section 32.

Section 140-9.5 of the Putnam County Code is hereby amended to read as follows:

§ 140-9.5 Procedures to implement provisions.

The Commissioner of General Services shall develop and implement procedures for the execution of this article.

<<ARTICLE X: Uniform Guidance for Compliance for Federal Awards>>

Section 33.

Section 140-10.2 of the Putnam County Code is hereby amended to read as follows:

§ 140-10.2 General policy statement.

B.(13) County departments will be required to notify the Department of General Services and Department of Law that federal funding will be used for a certain procurement/contract. When requesting a written contract, the County Department will be responsible for running the vendor/contractor's name through the System for Award Management (SAM) to determine any exclusions. A copy of the SAM search will be included with the contract request. Prior to issuing a purchase order using federal funds, the Department of General Services will check the SAM to determine if any exclusions exist for the vendor/contractor. If a vendor/contractor is found to be suspended or debarred, the County will immediately cease to do business with the vendor.

Section 34.

This Local Law shall take effect forty-five (45) days after its passage and is subject to permissive referendum.

BY ROLL CALL VOTE: EIGHT AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

**PHYSICAL SERVICES COMMITTEE
(Chairman Ellner, Legislators Castellano & Crowley)**

Item #6i – Approval/ Budgetary Amendment (24A028)/ DPW/ Insurance Recovery/ Guardrail Damages/ Farmers Mills Road & Croton Falls Road was next. Chairman Jonke recognized Legislator Ellner, Chairman of the Physical Services Committee. On behalf of the members of the Committee, Legislators Castellano and Crowley, Legislator Ellner moved the following:

RESOLUTION #105

**APPROVAL/ BUDGETARY AMENDMENT (24A028)/ DPW/ INSURANCE RECOVERY/
GUARDRAIL DAMAGES/ FARMERS MILLS ROAD & CROTON FALLS ROAD**

WHEREAS, the Department of Public Works has been compensated a total of \$15,197.50 for guardrail damages resulting from two (2) separate accidents; and

WHEREAS, compensation has been received in the amount of \$4,573.90 from Progressive Insurance for guardrail damages on Farmers Mills Road, and \$10,623.60 from Utica National Insurance Group for guardrail damages on Croton Falls Road; and

WHEREAS, Risk Manager Mat Bruno requested a budgetary amendment (24A028) to proceed with the repair of said guardrails; and

WHEREAS, the Physical Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:

Increase Revenues:

10511000 426801	DPW – Rd/Bridges – Insurance Recoveries	15,197.50
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Increase Expenses:

10511000 54410	DPW – Rd/Bridges – Supplies & Materials	6,661.50
10511000 54647	DPW – Rd/Bridges – Sub-Contractors	<u>8,536.00</u>
		15,197.50

2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #6j – Approval/ SEQRA/ Intent to Serve as Lead Agency/ County Office Building ADA Ramp and Entry Door Project/ Town of Carmel was next. On behalf of the members of the Physical Services Committee, Legislators Castellano and Crowley, Legislator Ellner moved the following:

Legislator Nacerino believed that making the County Office Building more ADA accessible should have been done a long time ago. She was happy to see this move forward.

RESOLUTION #106

APPROVAL/ SEQRA / INTENT TO SERVE AS LEAD AGENCY/ COUNTY OFFICE BUILDING ADA RAMP AND ENTRY DOOR PROJECT/ TOWN OF CARMEL

WHEREAS, the Putnam County Legislature is considering the approval of a Putnam County Department of Public Works project to install an ADA ramp and entry door for public visitor, elected official and county employee access to the main entrance of the Putnam County David D. Bruen County Office Building located at 40 Gleneida Avenue, Carmel, New York; and

WHEREAS, the proposed ramp will consist of a switchback design with a minimum of 42 inches unobstructed width at all points, a maximum 1:12 grade on sloped areas, a 60-inch unobstructed radius on both platforms and a safety railing where required. The entry door will be a 3/0 x 6/8 steel frame full glass outswing design complete with a handicap access sill and automatic opener/closer activated by push

buttons located on both the interior and exterior walls of the building. The ramp and entry door will be constructed using applicable ADA & NYS Building Code compliant practices; and

WHEREAS, the proposed action is subject to review under the State Environmental Quality Review Act and the Regulations promulgated thereunder (“SEQRA 6 NYCRR Part 617”); and

WHEREAS, other potential involved or interested agencies have been identified in regards to the proposed action; and

WHEREAS, a full Environmental Assessment form (EAF) has been prepared for the proposed project along with supporting documentation, which is attached hereto and made a part hereof; and

WHEREAS, the Putnam County Legislature, after a review of SEQRA 6 NYCRR Part 617 *et seq.*, finds that the proposed action is Type I action “occurring wholly or partially within, or substantially contiguous to, any historic building, structure, facility, site or district or prehistoric site that is listed on the National Register of Historic Places (Volume 36 of the *Code of Federal Regulations*, parts 60 and 63, which is incorporated by reference pursuant to Section 617.17 of this Part), or that is listed on the State Register of Historic Places or that has been determined by the Commissioner of the Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places pursuant to sections 14.07 or 14.09 of the Parks, Recreation and Historic Preservation Law”; now therefore be it

RESOLVED, the Putnam County Legislature hereby declares its intent to act as the Lead Agency under the procedures and requirements of SEQRA and will conduct a coordinated SEQRA environmental review for the proposed action; and be it further

RESOLVED, that this Resolution shall take effect immediately.

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #6k – Approval/ Department of Public Works/ Use of Capital Facility Reserve/ Amend (22CP01) (Flooring Repair & Replacement at Various County Facilities) was next. On behalf of the members of the Physical Services Committee, Legislators Castellano and Crowley, Legislator Ellner moved the following:

RESOLUTION #107

APPROVAL/ DEPARTMENT OF PUBLIC WORKS/ USE OF CAPITAL FACILITY RESERVE/ AMEND (22CP01) (Flooring Repair & Replacement at Various County Facilities)

WHEREAS, by Resolution #109 of 2022, the Putnam County Legislature approved the use of the Capital Facility Reserve fund for Project #22CP01 – Flooring Repair & Replacement at Various County Facilities of \$100,000, to fund specific and programmatic replacement of aging, worn, and damaged flooring in County facilities; and

WHEREAS, by Resolution #261 of 2022, the Putnam County Legislature approved an amendment to Project #22CP01, adding an additional \$75,000 to continue the program; and

WHEREAS, by Resolution #100 of 2023, the Putnam County Legislature approved an amendment to Project #22CP01, adding an additional \$80,000 to continue the program; and

WHEREAS, by Resolution #248 of 2023, the Putnam County Legislature approved an amendment to Project #22CP01, adding an additional \$100,000 to continue the program; and

WHEREAS, the Commissioner of DPW has proposed an additional amount of \$100,000 for the continuation of this flooring program on an as needed basis throughout our County facilities to keep them safe and in a state of good repair; and

WHEREAS, the Physical Services Committee has reviewed and approved this request; now therefore be it

RESOLVED, that the Putnam County Legislature approved and authorized the expenditure of \$100,000 from the County Facility Reserve fund budget line 55197000 53000 51509 as follows:

22CP01 – Flooring Repair & Replacement at Various County Facilities

\$120,000 – Approved by Resolution #109 of 2022
75,000 - Approved by Resolution #261 of 2022
80,000 - Approved by Resolution #100 of 2023
100,000 – Approved by Resolution #248 of 2023
100,000 – Request for additional funding
\$475,000 – Total Project cost not to be exceeded

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

**PROTECTIVE SERVICES COMMITTEE
(Chairwoman Nacerino, Legislators Addonizio & Sayegh)**

Item #6L – Approval/ Budgetary Amendment (24A030)/ Sheriff's Department / Emergency Services/ FY2023 State Homeland Security Program (SHSP) Grant/ Re-Allocate Funding from Resolution #223 of 2023 was next. Chairman Jonke recognized Legislator Nacerino, Chairwoman of the Protective Services Committee. On behalf of the members of the Committee, Legislators Addonizio and Sayegh, Legislator Nacerino moved the following:

RESOLUTION #108

APPROVAL/ BUDGETARY AMENDMENT (24A030)/ SHERIFF'S DEPARTMENT / EMERGENCY SERVICES/ FY2023 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT/ RE-ALLOCATE FUNDING FROM RESOLUTION #223 OF 2023

WHEREAS, the Putnam County Legislature approved Resolution #223 of 2023 to account for the FY2023 State Homeland Security Program (SHSP) Grant award in the amount of \$234,731; and

WHEREAS, per Federal guidelines, at least 35% (\$82,156) of the grant award must be directed towards law enforcement terrorism prevention activities; and

WHEREAS, Resolution #223 of 2023 accounted for and complied with said guidelines; and

WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A030) to reallocate \$42,156 of the \$82,156 SHSP Grant award for the purchase of equipment; and

WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

17311000 52195 10210	PCSO Rd Patrol – Rescue Equipment	7,500
17311000 52695 10210	PCSO Rd Patrol - Rescue Equipment	10,000
17311000 52680 10210	PCSO Rd Patrol – Other Equipment	18,925
17311000 52180 10210	PCSO Rd Patrol – Other Equipment	<u>5,731</u>
		42,156

Decrease Appropriations:

10364501 54646 10210	PCSO DHSES – Contracts	42,156
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Increase Estimated Revenues:

17311000 440891 10210	PCSO – SHSP 2023	42,156
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Decrease Estimated Revenues:

10364501 440891 10210	PCSO DHSES – SHSP 2023	42,156
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2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #6m – Approval/ Grant Application/ Bureau of Emergency Services/ Hazard Mitigation Grant Program (HMGP) was next. On behalf of the members of the Protective Services Committee, Legislators Addonizio and Sayegh, Legislator Nacerino moved the following:

Legislator Nacerino explained that an updated Hazard Mitigation Plan is required every five (5) years. She stated that we are still two (2) years away, however Commissioner Lipton indicated that this process takes approximately 18 months - two (2) years to complete.

Legislator Montgomery expressed the importance of this program, especially now with all the recent storms. She stated that we have recognized all of our vulnerable areas throughout our County, especially our villages and towns who have been hit so hard. She stated that if those areas are not in the mitigation plan it is hard to recover funds to do repairs. She stated that it is good that we are working on this now. She stated that sometimes it is often hard to get the other municipalities to participate. She appreciated the Commissioner’s initiative to get this going now.

RESOLUTION #109

APPROVAL/ GRANT APPLICATION/ BUREAU OF EMERGENCY SERVICES/ HAZARD MITIGATION GRANT PROGRAM (HMGP)

WHEREAS, the Bureau of Emergency Services Commissioner had requested permission to apply for the Hazard Mitigation Grant Program (HMGP) under the New York State (NYS) Division of Homeland Security and Emergency Services (DHSES); and

WHEREAS, funding will be used for the update of the Hazard Mitigation Plan; and

WHEREAS, the amount of the grant is \$150,000; with a Federal share of \$112,500 and 25% matching County funds of \$37,500; and

WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said grant application; now therefore be it

RESOLVED, that the Bureau of Emergency Services is authorized to apply for grant funding in the amount of \$150,000 through the New York State (NYS) Division of Homeland Security and Emergency Services (DHSES) the Hazard Mitigation Grant for the Hazard Mitigation Grant Program (HMGP).

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

AUDIT & ADMINISTRATION COMMITTEE
(Chairman Castellano, Legislators Ellner & Gouldman)

Item #6n – Approval/ Budgetary Amendment (23A095)/ Finance / Year End Journal Entry #4 was next. Chairman Jonke recognized Legislator Castellano, Chairman of the Audit & Administration Committee. On behalf of the members of the Committee, Legislators Ellner and Gouldman, Legislator Castellano moved the following:

RESOLUTION #110

APPROVAL/ BUDGETARY AMENDMENT (23A095)/ FINANCE/ YEAR END JOURNAL ENTRY #4

WHEREAS, the Commissioner of Finance has requested a budgetary amendment (23A095) for the 4th Year End Entry for the year ending December 31, 2023; and

WHEREAS, further entry(s) will follow as more information becomes available during the year end closing process; and

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

RESOLVED, that the following budgetary amendment be made:

CAPITAL FUND:

Increase Appropriations: SEE ATTACHED SHEET	10,031.00
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Increase Estimated Revenues: SEE ATTACHED SHEET	10,031.00
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GENERAL FUND:

Increase Appropriations: SEE ATTACHED SHEET	33,814.00
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Decrease Appropriations:
SEE ATTACHED SHEET 33,814.00

DEBT SERVICE FUND:

Increase Appropriations:
SEE ATTACHED SHEET 33,814.00

Increase Estimated Revenues:
SEE ATTACHED SHEET 33,814.00

2023 Fiscal Impact – 0 –
2024 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #60 – Approval/ Budgetary Amendment (24A032)/ Social Services/ Child Advocacy Center was next. On behalf of the members of the Audit & Administration Committee, Legislators Ellner and Gouldman, Legislator Castellano moved the following:

RESOLUTION #111

APPROVAL/ BUDGETARY AMENDMENT (24A032)/ SOCIAL SERVICES/ CHILD ADVOCACY CENTER

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (24A032) to amend the 2024 DSS budget to include expenses other than Personnel Services funded in accordance with the contract renewal awarded to the Child Advocacy Center (CAC) for the period 10/01/23 – 9/30/24; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Estimated Revenue:
22071000 446131 OEOP Crime Victims' Board 39,473

Increase Estimated Appropriations:
22071000 52110 Furniture 7,157
22071000 52130 Computer Equipment 5,500
22071000 54640 Education & Training 8,917
22071000 54646 Contracts 16,070
22071000 54675 Travel 250
22071000 55370 Chargeback Automotive 1,579
3,9473

2024 Fiscal Impact – 0 –
2025 Fiscal Impact – 0 –

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #6p – Approval/ Semi-Annual Mortgage Tax Report/ October 1, 2023 through March 31, 2024 was next. On behalf of the members of the Audit & Administration Committee, Legislators Ellner and Gouldman, Legislator Castellano moved the following:

Legislator Castellano read the amounts that the towns would receive.

RESOLUTION #112

APPROVAL/SEMI-ANNUAL MORTGAGE TAX REPORT/ OCTOBER 1, 2023 THROUGH MARCH 31, 2024

WHEREAS, upon receipt of approval of the Semi-Annual Report showing the amounts to be credited to each district of the County of the money collected during the period October 1, 2023 through March 31, 2024 from the New York State Department of Taxation and Finance, the Putnam County Audit and Administration Committee reviewed and hereby forwards same to the Putnam County Legislature; now therefore be it

RESOLVED, that pursuant to Section 261 of the Tax Law, the Putnam County Legislature issues tax warrants for the payment to the respective districts of the amounts so credited and authorizes and directs the Commissioner of Finance to make a payment of said amounts to the respective district in accordance with the report as follows:

Town of Carmel	\$ 398,314.10
Town of Kent	142,963.14
Town of Patterson	124,798.17
Town of Philipstown	
Village of Cold Spring	9,961.31
Village of Nelsonville	2,812.11
Town Outside	119,661.71
Town of Putnam Valley	130,295.73
Town of Southeast	
Village of Brewster	10,054.87
Town Outside	<u>324,990.79</u>
Total	<u>\$1,263,851.93</u>

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #6q – Approval/ Authorizing the Filing of an Application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Master Grant Contract, Under the Appropriate Laws of New York State was next. On behalf of the members of the Audit & Administration Committee, Legislators Ellner and Gouldman, Legislator Castellano moved the following:

RESOLUTION #113

APPROVAL/ AUTHORIZING THE FILING OF AN APPLICATION FOR A STATE ASSISTANCE FROM THE HOUSEHOLD HAZARDOUS WASTE (HHW) STATE ASSISTANCE PROGRAM AND SIGNING OF THE ASSOCIATED STATE MASTER GRANT CONTRACT, UNDER THE APPROPRIATE LAWS OF NEW YORK STATE

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS, Putnam County, herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

NOW THEREFORE BE IT RESOLVED by the Putnam County Legislature

- 1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.**
- 2. That the Commissioner of Health or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application, to sign the resulting contract if said application is approved by the STATE; and to provide such additional information as may be required.**
- 3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for share of such costs as indicated in the contract.**
- 4. That two (2) certified copies of this Resolution be prepared and sent to the New York State Department of Environmental Conservation together with a complete application.**
- 5. That this resolution shall take effect immediately.**

BY POLL VOTE: ALL AYES. LEGISLATOR CROWLEY WAS ABSENT. MOTION CARRIES.

Item #7 – Other Business

There was no other business submitted to the meeting.

Item #8 – Recognition of Pubic on Agenda Items

There were no members of the public wishing to speak.

Item #9 - Recognition of Legislators

Legislator Nacerino wished all the mothers a Happy Mother's Day. She stated that she would be thinking about all the mothers who are no longer with us on that special day.

Legislator Sayegh stated that as a member of the Mahopac Rotary Club, she informed everyone that on Friday, May 10th, there will be a Rock-n-Roll Spectacular at the Mahopac High School. She stated that it is one (1) of the Mahopac Rotary's biggest fundraisers of the year where they will give out grants and scholarships to students. She encouraged everyone to attend this fabulous show.

Legislator Castellano reminded everyone about the Memorial Day events taking place throughout the County. He stated that in his opinion Putnam County was the most patriotic state.

Chairman Jonke read a statement explaining that the subject to consider video recording Committee meetings, similarly to the current video recording of Full Legislative meetings, has been deliberated by the Legislature during his tenure as a Legislator, especially over the last five (5) years. He stated it is not currently required by law, as our Legislative Counsel Firriolo has consistently and thoroughly monitored any changes to the public meetings or public officer's laws. He stated that in October of 2022, the previous Chairman of the Legislature, Legislator Neal Sullivan, included funds in the 2023 Legislative budget to modify the setup in Legislative Conference Room #318 to allow for the Committee meetings to be video recorded. Throughout 2023, Legislator Jonke stated that, as Chairman of the Legislature, he met with the Director of IT, Thomas Lannon, multiple times to discuss our options of how to best implement video recording. He stated that given the technical difficulties we experienced during the COVID-19 webinars, we were sensitive to ensuring that this process goes as smoothly as possible. Subsequently he placed orders for the necessary equipment and made plans for its installation. After some delays due to equipment supply, he stated that he was happy to report that thanks to efforts by the County's IT Department and Legislative staff, we are now ready to begin video recording Committee meetings in May starting with the Health, Social, Educational & Environmental Committee meeting and the Personnel Committee meeting scheduled for May 14th. He stated that it has been a concerted effort to make this possible in the most efficient and fiscally responsible manner. He stated that these recordings will not require any additional staff or production team, which will add no new cost to taxpayers. He stated that this is a great step forward for an additional layer of transparency for the people of Putnam County that we represent.

There being no further business, at 7:50 P.M., Chairman Jonke made a motion to adjourn; seconded by Legislator Sayegh. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

PERSONNEL COMMITTEE
(Chairman Jonke, Legislators Castellano & Nacerino)

- 6a. **Approval/ Budgetary Amendment (24A029)/ DPW/ Reorganization/ Reclassification**
- 6b. **Approval/ Budgetary Transfer (24T079)/ Social Services/ Temporary/ Administrative & Legal Training**

RULES, ENACTMENTS & INTERGOVERNMENTAL RELATIONS COMMITTEE
(Chairwoman Addonizio, Legislators Ellner & Nacerino)

- 6c. **Approval/ Budgetary Amendment (24A026)/ Veterans Service Agency/ Peer to Peer Program**
- 6d. **Approval/ Litigation Settlement/ Manzoello v. County of Putnam**
- 6e. **Approval/ Fund Transfer (24T078)/ County Attorney/ Judgment & Claims/ Manzoello v. County of Putnam**
- 6f. **Approval/ Local Law to Amend Article 5 of the Putnam County Charter Entitled "Executive Department"**
 - 6f(1). **Approval/ Proposed Amendment / Local Law to Amend Article 5 of the Putnam County Charter Entitled "Executive Department"**
(further revision of Section 5.03)
- 6g. **Approval/ Local Law to Amend Section 7.05 of the Putnam County Charter Entitled "Capital Program and Capital Budget"**
- 6h. **Approval/ Local Law to Amend Chapter 117 Entitled "Apprenticeship Training Program" and Chapter 140 Entitled "Contracts and Procurement" of the Putnam County Code in Relation to the Creation of the Department of General Services**

PHYSICAL SERVICES COMMITTEE
(Chairman Ellner, Legislators Castellano & Crowley)

- 6i. **Approval/ Budgetary Amendment (24A028)/ DPW/ Insurance Recovery/ Guardrail Damages/ Farmers Mills Road & Croton Falls Road**
- 6j. **Approval/ SEQRA/ Intent to Serve as Lead Agency/ County Office Building ADA Ramp and Entry Door Project/ Town of Carmel**
- 6k. **Approval/ Department of Public Works/ Use of Capital Facility Reserve/ Amend (22CP01) (Flooring Repair & Replacement at Various County Facilities)**

PROTECTIVE SERVICES COMMITTEE
(Chairwoman Nacerino, Legislators Addonizio & Sayegh)

- 6L. Approval/ Budgetary Amendment (24A030)/ Sheriff's Department / Emergency Services/ FY2023 State Homeland Security Program (SHSP) Grant/ Re-Allocate Funding from Resolution #223 of 2023**
- 6m. Approval/ Grant Application/ Bureau of Emergency Services/ Hazard Mitigation Grant Program (HMGP)**

AUDIT & ADMINISTRATION COMMITTEE
(Chairman Castellano, Legislators Ellner & Gouldman)

- 6n. Approval/ Budgetary Amendment (23A095)/ Finance / Year End Journal Entry #4**
- 6o. Approval/ Budgetary Amendment (24A032)/ Social Services/ Child Advocacy Center**
- 6p. Approval/ Semi-Annual Mortgage Tax Report/ October 1, 2023 through March 31, 2024**
- 6q. Approval/ Authorizing the Filing of an Application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Master Grant Contract, Under the Appropriate Laws of New York State**
- 7. Other Business**
- 8. Recognition of Public on Agenda Items**
- 9. Recognition of Legislators**
- 10. Adjournment**

#4 (2)

**SPECIAL MEETING
OF THE
BUDGET & FINANCE COMMITTEE
OF THE
PUTNAM COUNTY LEGISLATURE
CALLED BY THE CLERK AT THE REQUEST OF THE CHAIRMAN
HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512**

Tuesday June 4, 2024
(Immediately Following the Regular Meeting)

The meeting was called to order at 7:22 P.M. by Chairman Jonke who requested Legislator Gouldman lead in the Pledge of Allegiance and Legislator Sayegh lead in the Legislative Prayer. Upon roll call, Legislators Montgomery, Gouldman, Castellano, Sayegh, Crowley and Chairman Jonke were present. Legislators Addonizio, Nacerino and Ellner were absent. Also present was Legislative Counsel Firriolo.

Item #4 – Consideration and/or Adoption of the 2025 Decentralized Budget Process.

Chairman Jonke explained that this is the process that the Legislature will use when reviewing the 2025 budget. He stated that this is the same procedure as in the past, only the dates have been changed. Chairman Jonke made a motion to approve the following Decentralized Budget Review Process/2025; seconded by Legislator Crowley. All in favor.

DECENTRALIZED BUDGET REVIEW PROCESS/2025

CONTENTS:

- A. PROPOSAL SUMMARY**
- B. COMMITTEE REVIEWS AND RESPONSIBILITIES**
- C. RELEVANT BUDGET DEADLINES**
- D. RECOMMENDED ACTIONS**
- E. GUIDELINES FOR COUNTY EXECUTIVE**
- F. CONCLUSION**
- G. RESOLUTION**

A. PROPOSAL SUMMARY:

The review and adoption of the annual budget is among the most important functions of the Putnam County Legislature. The various Committees of the Legislature have increasingly important roles in this approach. The respective Committee Chairs and all

members of the Legislature also are called upon to contribute their expertise in several capacities.

The Budget Adoption Process for an ensuing fiscal year effectively began on March 5th of this year when the County Executive filed his Annual Report on the State of the County. In addition, the various Department Heads at this time submitted a written report detailing the activities of their unit of government. By July 15th, the County Legislature must determine policy guidelines for expenditures, limits and priorities so that they can be distributed to the Head of each Administrative Unit. The materials submitted in March and the policy guidelines approved by July 15th form an important background foundation for the entire process.

B. COMMITTEE RESPONSIBILITIES

Each committee shall meet in a timely fashion and consider the various departmental budget requests under its overview.

It shall schedule and obtain necessary information from the Executive Branch at its Committee deliberations and produce a brief and concise written report on its recommendations.

Care should be taken by the Chair to be certain that the Committee records a reason or rationale behind each recommendation. Failure to disclose a reason or rationale behind a recommendation to amend the tentative budget usually results in unnecessary delay and discussion. Observance of these responsibilities will benefit the Full Legislature in its deliberations on the suggestions of each Committee.

C. RELEVANT BUDGET DEADLINES PURSUANT TO THE PUTNAM COUNTY CHARTER

- i. BUDGET DUE: Section 7.04 A(5b) – By the 1st day of October the County Executive shall submit the Tentative 2025 Fiscal Year Budget to the Clerk of the Legislature by 5:00 P.M. Recommended date – October 1, 2024 (TUESDAY).**
- ii. Tentative Budget posted on the County Internet Website by 5:00 P.M. Recommended date – October 2, 2024 (WEDNESDAY)**
- iii. BUDGET AND FINANCE COMMITTEE MEETS WITH THE COUNTY EXECUTIVE: Section 7.04 B(2) – Within five (5) days after the transmittal of the Tentative Budget of the County Executive and the Commissioner of Finance shall meet with the Budget and Finance Committee to review the Tentative Budget. Recommended date – October 3, 2024 (THURSDAY) – at 7:00 P.M.**
- iv. BUDGET AND FINANCE HEARING: Section 7.04 B(3) – The Budget and Finance Committee shall conduct a Public Hearing on the Tentative Budget with the County Executive and Commissioner of Finance present to answer questions. Recommended date - October 3, 2024 (THURSDAY) – at 8:00 P.M.**

- v. **COMMITTEE REVIEW: Section 7.04 B(3) – After the Public Hearing, the Budget and Finance Committee shall review the Tentative Budget as submitted by the County Executive. Recommended dates for Sub-committees are October 4th through October 15, 2024. The Full Budget and Finance Committee will meet on October 17, 2024 (THURSDAY) to review the Tentative 2025 budget.**
- vi. **COMMITTEE ACTION: section 7.04 B(3) – On or before October 24, 2024 the Budget and Finance Committee shall file with the Clerk of the Legislature its report on the Tentative Budget and shall include any recommendations made by the Committee. Recommended date for this action is October 22, 2024.**
- vii. **LEGISLATIVE HEARING: Section 7.04 B(4) – On or before the 26th day of October, the County Legislature shall conduct a Public Hearing on the Tentative Budget and the Report of the Budget and Finance Committee. Recommended date: October 24, 2024 (THURSDAY) at 7:00 P.M.**
- viii. **LEGISLATIVE CONSIDERATION: Section 7.04B(5) – Prior to the thirty-first (31st) day of October, the Legislature shall commence consideration of the annual budget. Recommended dates: October 29, 2024 (TUESDAY) to October 30, 2024 (THURSDAY).**
- ix. **BUDGET ADOPTION: Section 7.04 B(6) – If a Budget has not been adopted on or before November 1, 2024, the Tentative Budget as submitted by the County Executive shall be the Budget for the ensuing fiscal year. Recommended Budget Adoption date: October 29, 2024 (TUESDAY).**
- x. **DELIVERY TO COUNTY EXECUTIVE: Section 7.04B(7) - Within three (3) business days following the adoption of the annual budget, the Clerk of the Legislature shall forward to the County Executive the changes made to the tentative budget.**
- xi. **EXECUTIVE VETO: Section 7.04 B(7) – The County Executive shall approve or veto any or all changes by line item and return the same to the Clerk of the Legislature by the 8th day of November.**
- xii. **LEGISLATIVE CONSIDERATION: Section 7.04 B(8) – The Legislature shall convene on or before November 15th for the purpose of reconsidering each vetoed item.**

TO BE ADOPTED FOR ACTION:

D. RECOMMENDED ACTIONS:

The Clerk of the Putnam County Legislature shall advertise in a timely fashion during the month of September for the public hearing to be held according to Action IV and during the month of October for the public hearing to be held according to Action VII below:

1. The County Executive will be submitting the tentative budget to the Clerk of the Legislature on or before October 1, 2024.

2. All Legislators should be present to discuss the budget with the County Executive at the meeting held with the County Executive and the Commissioner of Finance.
3. All Legislators should be present to observe and participate at the public hearing on the County Executive's Budget. The County Executive and the Commissioner of Finance shall be present to answer questions about the budget.
4. It is recommended that the above two separate actions be conducted on October 3, 2024 as follows:
Legislators meet with the County Executive at 7:00 p.m.
Public Hearing will be held on October 3, 2024 at 8:00 p.m.
5. Between October 4, 2024 and until October 15, 2024, each Committee, including:
 - a. Economic Development
 - b. Health
 - c. Personnel
 - d. Physical
 - e. Protective
 - f. Rules
 - g. Audit

shall meet and consider the budgets as defined under that particular Committee's responsibilities and submit a concise, written report of changes, exceptions, additions and comments to the Clerk, including the reasoning behind each recommendation.

6. The Budget and Finance Committee will meet on October 17, 2024 (THURSDAY) to consider and adopt the various Committee Reports. The Budget Committee shall file a report with the Clerk of the Legislature by October 22, 2024 (TUESDAY).
7. Legislature shall hold its Public Hearing on October 24, 2024 (THURSDAY) at 7:00 P.M.
8. The County Legislature shall meet during a period beginning on October 27, 2024 and if necessary, through October 31, 2024 at the call of the Chair of the Legislature, to consider all recommended actions and to adopt the budget. In all cases, it shall be the responsibility of the various committee Chairs to see that all majority recommendations of the Committee are considered by the Full Legislature.
9. In any case, the budget must be adopted by November 1, 2024.
10. Within three (3) business days of budget adoption, the Clerk will deliver the budget and changes to the County Executive for approval or veto.
11. The last day for the County Executive to veto the budget resolutions is November 8, 2024 (FRIDAY).
12. Upon receipt of a veto message by the County Executive, the County Legislature shall convene on or before November 15, 2024 (FRIDAY) to consider each specific veto and shall vote to sustain or override each separate question.

E. GUIDELINES TO THE COUNTY EXECUTIVE ADOPTED BY THE LEGISLATURE FOR DETERMINING EXPENDITURES, LIMITS AND PRIORITIES:

- 1. In the Tentative Budget submission, the term “Capital Project” as used in Section 7.05 (a) of the Putnam County Charter shall not include the routine repairing and re-surfacing of highways and routine repair of guardrails (guiderrails) nor shall said routine repairs be subject to long term bonding and that such routine repairs shall be included in the Operating Budget. The Capital Projects Committee shall determine which requested projects meet the criteria to be defined as a Capital Project as set forth above, and their recommendations will be included in the applicable operating and capital budget procedures contained within the Putnam County Charter.**
- 2. In the Tentative Budget submission, the term “Capital Projects” so used in Section 7.05 (a) of the Putnam County Charter shall not include replacement of existing equipment and machinery, and that such replacement shall not be included in the Operating Budget. The Capital Projects Committee shall determine which requested projects meet the criteria to be defined as a Capital Project as set forth above, and their recommendations will be included in the applicable operating and capital budget procedures contained within the Putnam County Charter. A detailed narrative identifying the preceding five (5) year’s Capital Projects Budgets and any additions or changes to same including the dates on which the additions or changes to same took place.**
- 3. The County Executive will submit a detailed narrative explaining any differences between the Department’s request and the County Executive’s recommendation and the reason for not granting the request or increasing any such request.**
- 4. Any subsequent information that the County Executive is aware of that the Department Head did not submit relating to the request and recommendation must also be included in the narrative.**
- 5. The revenues are to be reported and itemized in each individual department’s budget for the fiscal year and not in the budget of the Commissioner of Finance, or any other department, where applicable.**
- 6. Each revenue account shall indicate in the Tentative Budget the amount of revenue requested and the amount of revenue projected and actually received to date from the prior fiscal year.**
- 7. All proposed changes in grades, promotions or reclassifications in position in management or non-management be collated and presented as a separate part of the Tentative Budget, including a detailed narrative for each.**
- 8. a) The names of all employees engaged in employment for the County of Putnam in more than one department be separately listed and disclosed apart from the budget document with the name of the position for the current fiscal year and the next fiscal year separately.
b) The names of all employees engaged in employment for the County of Putnam who have had overtime be listed with the amount of dollars for overtime for 2023 and 2024 year-to-date separately.**

9. All current and expected personnel vacancies be identified by line item in the budget or in supporting documents throughout the entire budget process.
10. a) Each department head shall identify those personnel positions within his/her department that were entitled to either New York State or Federal Government reimbursement, either by statute, grant or otherwise, including the rate of reimbursement, amount of reimbursement actually received and amount of reimbursement expected to be received until the end of the fiscal year.
b) Also to be included is a separate list of personnel positions funded fully or partially by grant funds expected to expire and include the expected grant expiration date.
11. Each department head shall identify all line items in their department that are entitled to either New York State or Federal Government reimbursement and maximum allowable reimbursement, if applicable.
12. The Commissioner of Finance shall supply this information with the Tentative Budget.
13. Each department head shall complete a Motor Vehicle Inventory Control Form for any and all vehicles being used by said department.
14. An organizational chart by department for 2024 shall be provided along with an organizational chart for 2025 highlighting all proposed changes.
15. If the County Executive plans on out-sourcing or privatizing any department, or part thereof in the total departmental budget, in the 2025 budget, the County Executive must provide a detailed statement of the rationale and his/her proposed recommendations to the Legislature no later than August 1, 2024.
16. Certain budget lines are considered approved with specific limitations or conditions on how the funds shall be applied and this limitation shall not be disregarded without the formal approval of the Legislature. Any violation of these limitations may result in withdrawal of funding for these or other budget lines within the department.
17. The County Executive will present an inventory of all County vehicles including a report on the condition, mileage and maintenance of each vehicle. The report will be supplied with the Tentative Budget.
18. Any personnel positions which are vacant at the time of the submission of the Tentative Budget to the County Legislature shall state the calendar date at which time the position first became vacant.
19. Any and all revenue projections for the 2025 budget shall only include revenue that falls within the jurisdiction and approval of the Putnam County Legislature and requires no other jurisdiction's approval (federal, state or other). Any revenue projections that require approval from an outside jurisdiction (federal, state or other) shall not be budgeted unless the revenue has been approved by

that outside jurisdiction prior to the submission of the budget to the Legislature.

20. Any not-for-profits seeking funding from the County must submit to the Administration along with their request for funding the following documentation, which documents shall be forwarded to the Legislature along with the Tentative Budget:

- Any distributed summary or report of the strategic plan and the accomplishments of the Non-For-Profit (NFP);
- A list of the NFP's current serving directors, including contact information for each, the date and length of their respective terms and their conflict disclosures;
- A complete list of the NFP's employees;
- Complete copies of the NFP's current by-laws and the minutes for any board and committee meetings conducted in the last two (2) years;
- Copies of each independent audit and/or auditor compilation of the NFP's financial reports for the last three (3) years;
- Copies of the NFP's current Code of Conduct and any Administrative Policies, including but not limited to policies that address check signing authority, opening of bank accounts, or use of credit cards;
- Copies of the NFP's Conflict of Interest and Related Party policies, if any;
- Records relating to review and approval by the NFP of the engagement and salary for any compensated positions; and
- Copies of the NFP's IRS 990 or IRS 990EZ filed for the last three (3) years and the records relating to review and approval by the NFP's board for said filings.

21. The Tentative Budget shall breakout the "Contracts" line as shown in previous budgets of the Golf Facility and Tilly Foster Farm, and shall delineate any Capital improvements to each facility or its grounds.

22. The budget will break out in each department the cell phone expense from the total telephone expense and provide a separate account number for this cell phone item.

23. Any additional new items, if desired.

F. CONCLUSION:

Implementation of this Legislative Budget Review System will bring the expertise of the various Legislative Committees and their Chairs to bear on one of the most important functions of the Legislature.

It is expected that proposal acceptance will result in increased budget efficiency and greatly reduced cost to the County.

G. PROPOSED RESOLUTION:

WHEREAS, the Budget and Finance Committee has reviewed and recommended the adoption of the attached Decentralized Budget Review Process for implementation in 2024 of the adoption of the 2025 budget; now therefore be it

RESOLVED, that the Putnam County Legislature hereby adopts the attached budget review process; and be it further

RESOLVED, that pursuant to Putnam County Charter Section 7.04 the Putnam County Legislature hereby adopts and notifies the County Executive of the policy and practice guidelines contained in Section E of this Decentralized Budget Review Process/2025 to be complied with by the County Executive.

There being no further business, at 7:25 P.M., Chairman Jonke made a motion to adjourn; seconded by Legislator Crowley. All in favor.

Respectfully submitted by Diane Schonfeld, Clerk.

THE PUTNAM COUNTY LEGISLATURE

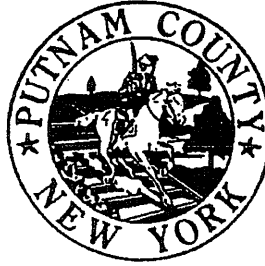
40 Gleneida Avenue

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

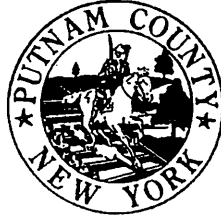
**AGENDA
SPECIAL MEETING
OF THE
BUDGET & FINANCE COMMITTEE
OF THE
PUTNAM COUNTY LEGISLATURE
TO BE HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512**

**Tuesday June 4, 2024
(Immediately Following the Regular Meeting)**

- 1. Pledge of Allegiance**
- 2. Legislative Prayer**
- 3. Roll Call**
- 4. Consideration and/or Adoption of the 2025 Decentralized Budget Review Process**
- 5. Adjournment**

Michele Alfano- Sharkey
County Auditor

Francine Romeo
Deputy County Auditor



COUNTY AUDITOR

5a

County Office Building
40 Gleneida Avenue
Carmel, New York 10512
Main (845)808-1040
Fax (845)808-1900

TO: Putnam County Legislature

FROM: Michele Alfano-Sharkey
County Auditor *MAS*

DATE: June 25, 2024

RE: Refund of Taxes

This is the report for June 25, 2024 provided by Real Property Tax Law- Section 556, Paragraph (c).

There was no activity during this reporting period.

#6a

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

APPROVAL/ 2025 DECENTRALIZED BUDGET REVIEW PROCESS FOR PREPARATION AND ADOPTION OF THE 2025 COUNTY BUDGET

WHEREAS, the Budget and Finance Committee has reviewed and recommended the adoption of the attached Decentralized Budget Review Process for implementation in 2024 of the adoption of the 2025 budget; now therefore be it

RESOLVED, that the Putnam County Legislature hereby adopts the attached budget review process; and be it further

RESOLVED, that pursuant to Putnam County Charter Section 7.04 the Putnam County Legislature hereby adopts and notifies the County Executive of the policy and practice guidelines contained in Section E of this Decentralized Budget Review Process/2025 to be complied with by the County Executive.

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____

DECENTRALIZED BUDGET REVIEW PROCESS/2025

CONTENTS:

- A. PROPOSAL SUMMARY**
- B. COMMITTEE REVIEWS AND RESPONSIBILITIES**
- C. RELEVANT BUDGET DEADLINES**
- D. RECOMMENDED ACTIONS**
- E. GUIDELINES FOR COUNTY EXECUTIVE**
- F. CONCLUSION**
- G. RESOLUTION**

A. PROPOSAL SUMMARY:

The review and adoption of the annual budget is among the most important functions of the Putnam County Legislature. The various Committees of the Legislature have increasingly important roles in this approach. The respective Committee Chairs and all members of the Legislature also are called upon to contribute their expertise in several capacities.

The Budget Adoption Process for an ensuing fiscal year effectively began on March 5th of this year when the County Executive filed his Annual Report on the State of the County. In addition, the various Department Heads at this time submitted a written report detailing the activities of their unit of government. By July 15th, the County Legislature must determine policy guidelines for expenditures, limits and priorities so that they can be distributed to the Head of each Administrative Unit. The materials submitted in March and the policy guidelines approved by July 15th form an important background foundation for the entire process.

B. COMMITTEE RESPONSIBILITIES

Each committee shall meet in a timely fashion and consider the various departmental budget requests under its overview.

It shall schedule and obtain necessary information from the Executive Branch at its Committee deliberations and produce a brief and concise written report on its recommendations.

Care should be taken by the Chair to be certain that the Committee records a reason or rationale behind each recommendation. Failure to disclose a reason or rationale behind a recommendation to amend the tentative budget usually results in unnecessary delay and discussion. Observance of these responsibilities will benefit the Full Legislature in its deliberations on the suggestions of each Committee.

C. RELEVANT BUDGET DEADLINES PURSUANT TO THE PUTNAM COUNTY CHARTER

- i. BUDGET DUE: Section 7.04 A(5b) – By the 1st day of October the County Executive shall submit the Tentative 2025 Fiscal Year Budget to the Clerk of the Legislature by 5:00 P.M. Recommended date – October 1, 2024 (TUESDAY).**
- ii. Tentative Budget posted on the County Internet Website by 5:00 P.M. Recommended date – October 2, 2024 (WEDNESDAY)**
- iii. BUDGET AND FINANCE COMMITTEE MEETS WITH THE COUNTY EXECUTIVE: Section 7.04 B(2) – Within five (5) days after the transmittal of the Tentative Budget of the County Executive and the Commissioner of Finance shall meet with the Budget and Finance Committee to review the Tentative Budget. Recommended date – October 3, 2024 (THURSDAY) – at 7:00 P.M.**
- iv. BUDGET AND FINANCE HEARING: Section 7.04 B(3) – The Budget and Finance Committee shall conduct a Public Hearing on the Tentative Budget with the County Executive and Commissioner of Finance present to answer questions. Recommended date - October 3, 2024 (THURSDAY) – at 8:00 P.M.**
- v. COMMITTEE REVIEW: Section 7.04 B(3) – After the Public Hearing, the Budget and Finance Committee shall review the Tentative Budget as submitted by the County Executive. Recommended dates for Sub-committees are October 4th through October 15, 2024. The Full Budget and Finance Committee will meet on October 17, 2024 (THURSDAY) to review the Tentative 2025 budget.**
- vi. COMMITTEE ACTION: section 7.04 B(3) – On or before October 24, 2024 the Budget and Finance Committee shall file with the Clerk of the Legislature its report on the Tentative Budget and shall include any recommendations made by the Committee. Recommended date for this action is October 22, 2024.**
- vii. LEGISLATIVE HEARING: Section 7.04 B(4) – On or before the 26th day of October, the County Legislature shall conduct a Public Hearing on the Tentative Budget and the Report of the Budget and Finance Committee. Recommended date: October 24, 2024 (THURSDAY) at 7:00 P.M.**
- viii. LEGISLATIVE CONSIDERATION: Section 7.04B(5) – Prior to the thirty-first (31st) day of October, the Legislature shall commence consideration of the annual budget. Recommended dates: October 29, 2024 (TUESDAY) to October 30, 2024 (THURSDAY).**
- ix. BUDGET ADOPTION: Section 7.04 B(6) – If a Budget has not been adopted on or before November 1, 2024, the Tentative Budget as submitted by the County Executive shall be the Budget for the ensuing fiscal year. Recommended Budget Adoption date: October 29, 2024 (TUESDAY).**

- x. **DELIVERY TO COUNTY EXECUTIVE: Section 7.04B(7) - Within three (3) business days following the adoption of the annual budget, the Clerk of the Legislature shall forward to the County Executive the changes made to the tentative budget.**
- xi. **EXECUTIVE VETO: Section 7.04 B(7) – The County Executive shall approve or veto any or all changes by line item and return the same to the Clerk of the Legislature by the 8th day of November.**
- xii. **LEGISLATIVE CONSIDERATION: Section 7.04 B(8) – The Legislature shall convene on or before November 15th for the purpose of reconsidering each vetoed item.**

TO BE ADOPTED FOR ACTION:

D. RECOMMENDED ACTIONS:

The Clerk of the Putnam County Legislature shall advertise in a timely fashion during the month of September for the public hearing to be held according to Action IV and during the month of October for the public hearing to be held according to Action VII below:

- 1. The County Executive will be submitting the tentative budget to the Clerk of the Legislature on or before October 1, 2024.**
- 2. All Legislators should be present to discuss the budget with the County Executive at the meeting held with the County Executive and the Commissioner of Finance.**
- 3. All Legislators should be present to observe and participate at the public hearing on the County Executive’s Budget. The County Executive and the Commissioner of Finance shall be present to answer questions about the budget.**
- 4. It is recommended that the above two separate actions be conducted on October 3, 2024 as follows:
Legislators meet with the County Executive at 7:00 p.m.
Public Hearing will be held on October 3, 2024 at 8:00 p.m.**
- 5. Between October 4, 2024 and until October 15, 2024, each Committee, including:**
 - a. Economic Development**
 - b. Health**
 - c. Personnel**
 - d. Physical**
 - e. Protective**
 - f. Rules**
 - g. Audit**

shall meet and consider the budgets as defined under that particular Committee’s responsibilities and submit a concise, written report of changes, exceptions, additions and comments to the Clerk, including the reasoning behind each recommendation.

- 6. The Budget and Finance Committee will meet on October 17, 2024 (THURSDAY) to consider and adopt the various Committee Reports. The**

Budget Committee shall file a report with the Clerk of the Legislature by October 22, 2024 (TUESDAY).

- 7. Legislature shall hold its Public Hearing on October 24, 2024 (THURSDAY) at 7:00 P.M.**
- 8. The County Legislature shall meet during a period beginning on October 27, 2024 and if necessary, through October 31, 2024 at the call of the Chair of the Legislature, to consider all recommended actions and to adopt the budget. In all cases, it shall be the responsibility of the various committee Chairs to see that all majority recommendations of the Committee are considered by the Full Legislature.**
- 9. In any case, the budget must be adopted by November 1, 2024.**
- 10. Within three (3) business days of budget adoption, the Clerk will deliver the budget and changes to the County Executive for approval or veto.**
- 11. The last day for the County Executive to veto the budget resolutions is November 8, 2024 (FRIDAY).**
- 12. Upon receipt of a veto message by the County Executive, the County Legislature shall convene on or before November 15, 2024 (FRIDAY) to consider each specific veto and shall vote to sustain or override each separate question.**

E. GUIDELINES TO THE COUNTY EXECUTIVE ADOPTED BY THE LEGISLATURE FOR DETERMINING EXPENDITURES, LIMITS AND PRIORITIES:

- 1. In the Tentative Budget submission, the term "Capital Project" as used in Section 7.05 (a) of the Putnam County Charter shall not include the routine repairing and re-surfacing of highways and routine repair of guardrails (guiderails) nor shall said routine repairs be subject to long term bonding and that such routine repairs shall be included in the Operating Budget. The Capital Projects Committee shall determine which requested projects meet the criteria to be defined as a Capital Project as set forth above, and their recommendations will be included in the applicable operating and capital budget procedures contained within the Putnam County Charter.**
- 2. In the Tentative Budget submission, the term "Capital Projects" so used in Section 7.05 (a) of the Putnam County Charter shall not include replacement of existing equipment and machinery, and that such replacement shall not be included in the Operating Budget. The Capital Projects Committee shall determine which requested projects meet the criteria to be defined as a Capital Project as set forth above, and their recommendations will be included in the applicable operating and capital budget procedures contained within the Putnam County Charter. A detailed narrative identifying the preceding five (5) year's Capital Projects Budgets and any additions or changes to same including the dates on which the additions or changes to same took place.**
- 3. The County Executive will submit a detailed narrative explaining any differences between the Department's request and the County Executive's recommendation and the reason for not granting the request or increasing any such request.**

4. Any subsequent information that the County Executive is aware of that the Department Head did not submit relating to the request and recommendation must also be included in the narrative.
5. The revenues are to be reported and itemized in each individual department's budget for the fiscal year and not in the budget of the Commissioner of Finance, or any other department, where applicable.
6. Each revenue account shall indicate in the Tentative Budget the amount of revenue requested and the amount of revenue projected and actually received to date from the prior fiscal year.
7. All proposed changes in grades, promotions or reclassifications in position in management or non-management be collated and presented as a separate part of the Tentative Budget, including a detailed narrative for each.
8. a) The names of all employees engaged in employment for the County of Putnam in more than one department be separately listed and disclosed apart from the budget document with the name of the position for the current fiscal year and the next fiscal year separately.
b) The names of all employees engaged in employment for the County of Putnam who have had overtime be listed with the amount of dollars for overtime for 2023 and 2024 year-to-date separately.
9. All current and expected personnel vacancies be identified by line item in the budget or in supporting documents throughout the entire budget process.
10. a) Each department head shall identify those personnel positions within his/her department that were entitled to either New York State or Federal Government reimbursement, either by statute, grant or otherwise, including the rate of reimbursement, amount of reimbursement actually received and amount of reimbursement expected to be received until the end of the fiscal year.
b) Also to be included is a separate list of personnel positions funded fully or partially by grant funds expected to expire and include the expected grant expiration date.
11. Each department head shall identify all line items in their department that are entitled to either New York State or Federal Government reimbursement and maximum allowable reimbursement, if applicable.
12. The Commissioner of Finance shall supply this information with the Tentative Budget.
13. Each department head shall complete a Motor Vehicle Inventory Control Form for any and all vehicles being used by said department.
14. An organizational chart by department for 2024 shall be provided along with an organizational chart for 2025 highlighting all proposed changes.

- 15. If the County Executive plans on out-sourcing or privatizing any department, or part thereof in the total departmental budget, in the 2025 budget, the County Executive must provide a detailed statement of the rationale and his/her proposed recommendations to the Legislature no later than August 1, 2024.**
- 16. Certain budget lines are considered approved with specific limitations or conditions on how the funds shall be applied and this limitation shall not be disregarded without the formal approval of the Legislature. Any violation of these limitations may result in withdrawal of funding for these or other budget lines within the department.**
- 17. The County Executive will present an inventory of all County vehicles including a report on the condition, mileage and maintenance of each vehicle. The report will be supplied with the Tentative Budget.**
- 18. Any personnel positions which are vacant at the time of the submission of the Tentative Budget to the County Legislature shall state the calendar date at which time the position first became vacant.**
- 19. Any and all revenue projections for the 2025 budget shall only include revenue that falls within the jurisdiction and approval of the Putnam County Legislature and requires no other jurisdiction's approval (federal, state or other). Any revenue projections that require approval from an outside jurisdiction (federal, state or other) shall not be budgeted unless the revenue has been approved by that outside jurisdiction prior to the submission of the budget to the Legislature.**
- 20. Any not-for-profits seeking funding from the County must submit to the Administration along with their request for funding the following documentation, which documents shall be forwarded to the Legislature along with the Tentative Budget:**
 - Any distributed summary or report of the strategic plan and the accomplishments of the Non-For-Profit (NFP);**
 - A list of the NFP's current serving directors, including contact information for each, the date and length of their respective terms and their conflict disclosures;**
 - A complete list of the NFP's employees;**
 - Complete copies of the NFP's current by-laws and the minutes for any board and committee meetings conducted in the last two (2) years;**
 - Copies of each independent audit and/or auditor compilation of the NFP's financial reports for the last three (3) years;**
 - Copies of the NFP's current Code of Conduct and any Administrative Policies, including but not limited to policies that**

address check signing authority, opening of bank accounts, or use of credit cards;

- Copies of the NFP's Conflict of Interest and Related Party policies, if any;
- Records relating to review and approval by the NFP of the engagement and salary for any compensated positions; and
- Copies of the NFP's IRS 990 or IRS 990EZ filed for the last three (3) years and the records relating to review and approval by the NFP's board for said filings.

21. The Tentative Budget shall breakout the "Contracts" line as shown in previous budgets of the Golf Facility and Tilly Foster Farm, and shall delineate any Capital improvements to each facility or its grounds.

22. The budget will break out in each department the cell phone expense from the total telephone expense and provide a separate account number for this cell phone item.

23. Any additional new items, if desired.

F. CONCLUSION:

Implementation of this Legislative Budget Review System will bring the expertise of the various Legislative Committees and their Chairs to bear on one of the most important functions of the Legislature.

It is expected that proposal acceptance will result in increased budget efficiency and greatly reduced cost to the County.

G. PROPOSED RESOLUTION:

WHEREAS, the Budget and Finance Committee has reviewed and recommended the adoption of the attached Decentralized Budget Review Process for implementation in 2024 of the adoption of the 2025 budget; now therefore be it

RESOLVED, that the Putnam County Legislature hereby adopts the attached budget review process; and be it further

RESOLVED, that pursuant to Putnam County Charter Section 7.04 the Putnam County Legislature hereby adopts and notifies the County Executive of the policy and practice guidelines contained in Section E of this Decentralized Budget Review Process/2025 to be complied with by the County Executive.

66

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

APPROVAL - DSS - AUTHORIZATION TO ESTABLISH A MENTAL HEALTH PETTY CASH ACCOUNT

WHEREAS, the Commissioner of Social Services, Mental Health & Youth Bureau has requested the establishment of a \$100 petty cash fund which will be used to assist our MH/SPOA clients in deescalating crisis situations and provide them with some basic necessities, like toiletries and food; and

WHEREAS, the Commissioner of Finance has approved this request; and

WHEREAS, the Health, Social, Educational & Environmental Committee and the Audit & Administration Committee have considered and approved this request; now therefore be it

RESOLVED, that the Putnam County Legislature authorizes the Putnam County Commissioner of Finance to establish a \$100 petty cash fund for the Commissioner of Social Services, Mental Health & Youth Bureau office for use in providing assistance to MH/SPOA clients in deescalating crisis situations and provide them with some basic necessities, like toiletries and food.

Legislator Addonizio _____
 Legislator Castellano _____
 Legislator Crowley _____
 Legislator Ellner _____
 Legislator Gouldman _____
 Legislator Montgomery _____
 Legislator Nacerino _____
 Legislator Sayegh _____
 Chairman Jonke _____

KEVIN BYRNE
County Executive



Health
Tune

SARA SERVADIO
Commissioner
Sara.Servadio@putnamcountyny.gov

cc: All

DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

TO: Michael Lewis
Commissioner of Finance

FROM: Sara Servadio (45)
Commissioner of Mental Health, Social Services & Youth Bureau

DATE: 5/13/24

RE: Request for Approval to Establish a Mental Health Petty Cash Fund

I am requesting \$100 to establish a Mental Health Petty Cash Fund, which will be used for our MH/SPOA clients to assist in deescalating crisis situations. It will also allow us to provide them with some basic necessities, like toiletries and food. Your assistance with this request would be greatly appreciated.

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

2024 MAY 14 AM 11:32

#6C

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

APPROVAL - ADOPT PUTNAM COUNTY'S PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PLAN IN CONFORMANCE WITH AND AS REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) 49 CFR PART 26

WHEREAS, the U.S. Department of Transportation ("USDOT"), by and through the Federal Transit Administration ("FTA"), provides funding and/or financial assistance to transit providers to, among other things, develop new transportation systems and improve, maintain and operate existing systems; and

WHEREAS, the County of Putnam ("County") is a direct recipient of Federal funding and/or financial assistance, as defined in FTA C 4702.1B (the "Circular"), such funding authorized under Titles I, II, V and VI and, as such, compliance with the respective mandate thereunder is required, more specifically here, to ensure that DBEs have an equitable opportunity to participate in the County's USDOT-assisted contracts, to wit: (i) ensure non-discrimination in the award and administration of USDOT-assisted contracts; (ii) create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts; (iii) ensure the County's DBE Program is narrowly tailored in accordance with applicable law; (iv) ensure that only firms that fully meet 49 CFR Part 26, et seq., eligibility standards are permitted to participate as DBEs; (v) help remove barriers to the participation of DBEs in USDOT-assisted contracts; and (vi) promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by respective recipients; and

WHEREAS, the County, by and through the Department of Planning, Development and Public Transportation, in furtherance of the aforesaid objectives and as required by the FTA, has prepared, for submission to and approval by the FTA, the Putnam County DBE Program Plan (the "Plan"), supporting the integration into the County's services, programs and activities the considerations, goals and mandate of USDOT 49 CFR Part 26, et seq.; and

WHEREAS, the Plan's objectives include, without limitation, ensuring no person shall be excluded from participation in, deny any person the benefits of, or otherwise discriminate against anyone on the basis of race, color, sex or national origin in connection with the award and performance of any contract covered by USDOT 49 CFR Part 26, et seq; now therefore be it

RESOLVED, that the County Executive, together with the Putnam County Legislature, support the County's continued participation in approved FTA services, programs and activities, as well as continue to be a recipient of FTA funding and/or financial assistance therefor; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, approve and adopt the Putnam County DBE Program Plan, which is attached hereto and made a part hereof as Schedule A, and support, approve and authorize the Department of Planning, Development and Public Transportation to submit to the FTA for its review and approval the County's DBE Program Plan, which conforms to the mandate set forth and required by USDOT 49 CFR Part 26, et seq; and be it further

RESOLVED, that this resolution shall take effect immediately.

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____

From: Commissioner of Planning Barbara Barosa.
6/3/24
cc: all
Phys.

APPROVE/ADOPT PUTNAM COUNTY'S PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PLAN IN CONFORMANCE WITH AND AS REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) 49 CFR PART 26

WHEREAS, the U.S. Department of Transportation ("USDOT"), by and through the Federal Transit Administration ("FTA"), provides funding and/or financial assistance to transit providers to, among other things, develop new transportation systems and improve, maintain and operate existing systems; and

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WHEREAS, the County, by and through the Department of Planning, Development and Public Transportation, in furtherance of the aforesaid objectives and as required by the FTA, has prepared, for submission to and approval by the FTA, the Putnam County DBE Program Plan (the "Plan"), supporting the integration into the County's services, programs and activities the considerations, goals and mandate of USDOT 49 CFR Part 26, *et seq.*; and

WHEREAS, the Plan's objectives include, without limitation, ensuring no person shall be excluded from participation in, deny any person the benefits of, or otherwise discriminate against anyone on the basis of race, color, sex or national origin in connection with the award and performance of any contract covered by USDOT 49 CFR Part 26, *et seq.*; now therefore be it

RESOLVED, that the County Executive, together with the Putnam County Legislature, support the County's continued participation in approved FTA services, programs and activities, as well as continue to be a recipient of FTA funding and/or financial assistance therefor; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, approve and adopt the Putnam County DBE Program Plan, which is attached hereto and made a part hereof as Schedule A, and support, approve and authorize the Department of Planning,

Development and Public Transportation to submit to the FTA for its review and approval the County's DBE Program Plan, which conforms to the mandate set forth and required by USDOT 49 CFR Part 26, *et seq*; and be it further

RESOLVED, that this resolution shall take effect immediately.

PUTNAM COUNTY DBE PROGRAM PLAN

June 2024

PUTNAM COUNTY DBE PROGRAM PLAN

Definitions of Terms

The terms used in this program have the meanings defined in 49 CFR 26.5.

Objectives /Policy Statement (26.1, 26.23)

The County of Putnam has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The County of Putnam has received Federal financial assistance from the DOT, and as a condition of receiving this assistance, the County of Putnam has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the County of Putnam to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the County of Putnam's policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients.

Sean Bennett, Planner, with the Putnam County Department of Planning, Development & Public Transportation, has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the County of Putnam in its financial assistance agreements with the Department of Transportation.

Putnam County has disseminated this policy statement to the County Legislature and all the components of our organization. Putnam County has distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by direct mail.

Signed: _____ Date: _____

Kevin M. Byrne, Putnam County Executive

GENERAL REQUIREMENTS

Objectives (Section 26.1, 26.23)

The objectives are found in the policy statement on the first page of this program.

Applicability (Section 26.3)

Putnam County is the recipient of federal transit funds authorized under Titles I, II, V and VI of the Intermodal Surface Transportation Efficiency Act (ISTEA), Pub. L. 102-240 or by federal transit laws in Title 49, U. S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 102-240, or by Federal transit laws in Title 49, U.S. Code, or Titles I, II and V of the Teas-21, Pub. L 105-178. As such, Putnam County is required to establish a Disadvantaged Business Enterprise (DBE) Program. This document sets forth the policies and procedures to be implemented to ensure that DBEs have an equitable opportunity to participate in Putnam County's U.S. DOT-assisted contracts.

Definitions (Section 26.5)

Putnam County will adopt the definitions contained in the Codes of Federal Regulations listed in 49 CFR Part 26 Section 26.3 for this program.

Non-discrimination Requirements (Section 26.7)

Putnam County will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the County of Putnam will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Record Keeping Requirements (Section 26.11)

Uniform Report of DBE Awards or Commitments and Payments: 26.11(a)

Putnam County will report DBE participation to the Federal Transit Administration (FTA) using the Uniform Report of DBE Awards or Commitments and Payments, found in the DBE regulation. **See, Attachment A.**

Bidders List: 26.11(c)

Putnam County will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidder list approach to calculate overall goals. The bidder list will include the name, address, DBE or non-DBE status, age, and annual gross receipts of firms.

Putnam County will obtain this information through a contract clause requiring prime bidders to report the name, addresses, DBE status, age, and annual gross receipts of all firms who quote to them on themselves and subcontracts. This information will be collected by Putnam County by receiving a copy of the quote with the information requested.

Assurances (Section 26.13)

Federal Financial Assistance Agreement Assurance: 26.13(a)

Putnam County, as the recipient, shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Putnam County of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Note: This language will appear in financial assistance agreements with sub-recipients and it will be used verbatim as required.

Contract Assurance: 26.13(b)

Putnam County will ensure that the following clause is placed verbatim in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

ADMINISTRATIVE REQUIREMENTS

DBE Program Updates (Section 26.21)

Since Putnam County has received a grant of \$250,000 or more in FTA planning, capital, and/or operating assistance in a federal fiscal year, Putnam County will continue to carry out this program until all funds from DOT financial assistance have been expended. Putnam County will provide DOT with updates representing significant changes in the program.

DBE Liaison Officer (DBELO) (Section 26.25)

Putnam County has designated the following individual as our DBE Liaison Officer:

*Sean Bennett, Planner
Department of Planning, Development & Public Transportation
841 Fair Street
Carmel, NY 10512
Phone: (845) 878-3480
planning@putnamcountyny.gov*

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the County of Putnam complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the County Executive concerning DBE program matters. The County Executive is the chief elected official of Putnam County. An organization chart displaying the DBELO position in the organization is attached to the DBE Program Plan. **See, Attachment B.**

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials and staff. Duties and responsibilities include the following:

1. Gathering and reporting statistical data and other information as required by DOT.
2. Reviewing third party contracts and purchase requisitions for compliance with this program.
3. Working with relevant departments to set overall annual goals.
4. Ensuring bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifying contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress).
6. Analyzing County of Putnam's progress toward goal attainment and identifies ways to improve progress.
7. Staff/other participation in pre-bid meetings.

8. Advising the CEO on DBE matters and achievement.
9. Providing DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
10. Planning/participating in DBE training seminars as needed.
11. Providing outreach to DBEs/community organizations to inform them of opportunities.
12. Maintaining the County of Putnam's updated directory on certified DBEs

Other Personnel

Other County of Putnam personnel responsible for DBE program implementation:

Commissioner	Bid and contract compliance
Planner	Civil Rights Officer/ Liaison Officer
Planning Assistant	Bid and contract compliance
County Attorney	Bid and contract compliance
Commissioner of Highways & Facilities	Bid and contract compliance
Director of Transportation	Bid and contract compliance
Director of Purchasing	Appeal process

DBE Financial Institutions (Section 26.27)

It is the policy of the County of Putnam to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Putnam County has made the following efforts to identify and use such institutions: Putnam County has searched the DBE directory for listings of financial institutions. Putnam County re-evaluates the availability of DBE financial institutions every 3 years.

Putnam County has searched the New York State Unified Certification Program (NYSUCP) DBE Directory to identify DBEs in Putnam County and its surrounding counties, including Westchester, Dutchess, Rockland and Orange. To date, no financial institutions have been identified in the above listed five-county area that are owned and controlled by socially and economically disadvantaged individuals.

Prompt Payment Mechanisms (Section 26.29)

Prompt Payment: 26.29(a)

Putnam County will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Putnam County. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Putnam County. This clause applies to both DBE and non-DBE subcontracts. For construction contracts, the payment shall occur no later than 7 days after payment to the prime contractor.

The Prompt Payment Protocol form is utilized on all DBE and non-DBE projects. *See, Attachment C.*

Retainage: 26.29(b)

Putnam County will decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Putnam County. This clause applies to both DBE and non-DBE subcontracts.

For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. Putnam County will include in all federally-assisted contracts a contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have satisfactorily performed.

Monitoring and Enforcement: 26.29(d)

Putnam County has established a reporting procedure to monitor and enforce that prompt payment and return of retainage is occurring as required. In addition to utilization of the Prompt Payment Protocol form, *see Attachment C*, same is attained through the DBE Schedule of Utilization form/DBE Utilization Worksheet form, *see Attachment D*. The DBE Utilization Worksheet is signed by the contractor and subcontractor. If a contractor must terminate a DBE subcontractor, the contractor must make a good faith effort to find another DBE. The contractor must not do the work without prior written approval from Putnam County.

Directory (Section 26.31)

The County of Putnam utilizes the New York State Unified Certification Program (NYSUCP) Directory which maintains the DBE directory pursuant to 49 CFR Part 26 Section 26.31 to identify firms in our immediate area eligible to participate as DBEs. Putnam County utilizes the DBE directory as a resource in developing overall and contract-specific DBE participation goals. A complete listing of eligible DBE firms is available on the NYSUCP website at <https://nysucp.newnycontracts.com/>. The directory lists the firm's name, phone number, e-mail address, and the type of work the firm has been certified to perform as a DBE, North American

Industry Classification System (NAICS) code, ethnicity and gender of owner. A listing in the DBE directory does not in any way pre-qualify the identified DBE firms with respect to licensing, bond-ability, competence or financial responsibility.

Overconcentration (Section 26.33)

Putnam County has not identified that overconcentration exists in the types of work that DBEs perform. Putnam County examined procurement actions for the past three years and determined that no overconcentration of DBEs exists for any commodity or purchasing area for Putnam County.

Business Development Programs (Section 26.35)

Putnam County has not established a business development program. However, those interested or needing assistance in starting a business can receive assistance from the Putnam County Economic Development Corporation, Putnam County Industrial Development Agency, and the Putnam Workforce Partnership, which helps the unemployed find jobs. Putnam County provides funding to these organizations.

Monitoring and Enforcement Mechanisms (Section 26.37)

Putnam County will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26:

Putnam County will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109. Putnam County will consider similar action under its own legal authorities, including responsibility determinations in future contracts.

As soon as reasonably practicable, Putnam County will bring to the attention of the Chief Counsel and Regional Counsel notice of any potential, pending or ongoing litigation pertaining to all DBE and non-DBE projects. Such initial notice shall be in writing, as well as any further notifications, regarding litigation for all DBE and non-DBE projects.

Putnam County will provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is performed by the DBEs. This will be accomplished by site inspections by the County's construction inspector who monitors work sites on a daily basis and keeps a log of work activities as well as through the receipt of the aforesaid DBE Schedule of Utilization and DBE Worksheet Utilization forms. The foregoing DBE Utilization Worksheet is signed by both the contractor and subcontractor. Review of payroll records for public works activity and a thorough review of invoices provided for services will be utilized, as applicable, to ensure compliance.

Putnam County will keep a running written tally of actual payments to DBE firms for work committed to them at the time of contract award.

Small Business Enterprise Participation (Section 26.39)

Putnam County has incorporated the following non-discriminatory element to its DBE program, in order to facilitate competition on DOT-assisted public works projects by small business concerns (both DBE and non-DBE small businesses):

1. The County will break out procurements or unbundle procurement actions to provide greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms, and women owned business enterprises to participate in procurements as either prime contractors or subcontractors.
2. For procurements that require competition, Putnam County will seek out small businesses to compete in the procurement actions by actively including DBE and non-DBE small business firms on the solicitation lists.
3. The County will require prime contractors to provide subcontracting opportunities of the type and size that small businesses can reasonably perform. The prime contractors must provide details of small business firms to be utilized as subcontractors, including listing the firm's name, phone number, e-mail address, and the type of work the firm has been certified to perform as a DBE, North American Industry Classification System (NAICS) code, ethnicity and gender of owner, and number of employees.
4. For micro purchases that do not require competition, seeking out DBE and non-DBE small business firms to satisfy these requirements.

GOALS, GOOD FAITH EFFORTS, AND COUNTING (See also, Attachment E)

Set asides or Quotas (Section 26.43)

Putnam County does not use quotas in any way in the administration of its DBE program.

Overall Goals (Section 26.45)

In accordance with Section 26.45, Putnam County will submit its triennial overall DBE goal to FTA on August 1 of the year specified by FTA. Putnam County will also request the use of project-specific DBE goals, as appropriate, and/or will establish project-specific DBE goals as directed by FTA.

Base Figure Calculation

To calculate the base figure, first all reasonably anticipated FTA-assisted contracting opportunities were identified and quantified. First researched is whether any work by construction-based DBEs could be considered contracting opportunities. Secondly, the types of work for DBEs that could be done for the above contracts and selected engineering and inspection, surveying, road, bridge and trail construction, demolition, fencing, paving, striping

and work zone traffic control is reviewed.

Next, DBE firms belonging to the above mentioned NAICS codes are identified through the NYS Unified Certification Program directory (<https://nysucp.newnycontracts.com/>) for Putnam County and the surrounding counties of Westchester, Rockland, Orange, Dutchess, and Fairfield, Connecticut. Then the total amount of firms belonging to the above mentioned NAICS codes in these counties, as found in the Census Bureau's County Business Patterns, are identified. The number of "willing and able" DBEs in the identified market is then divided by total number of businesses in the market. This gave the relative availability of DBE firms in the market by NAICS code.

Finally, a weighted base figure is determined, taking into account the overall portion of funds and the availability of DBEs represented by each NAICS code:

Adjustment of Base Figure

Guidance by FTA suggests that, wherever possible, weighing the relative availability of firms in relation to the expected contract work should be used to ensure that the Step One Base Figure is as accurate as possible. Putnam County will use actual past participation in similar contracting opportunities in order to better gauge the availability of DBEs to compete for contracts. There are no recent disparity studies conducted in the market area which would give the County additional information in adjusting its goal.

Race-Neutral and Race-Conscious Participation

The race/gender-neutral goal in the past has been met by contracting directly with a DBE firm for engineering design and inspection services. During the past three-year period, Putnam County was unable to directly contract with a DBE firm that serves as prime construction contractor due to a lack of available firms in the area. To meet, the DBE goals for the project, the County has established race/gender-conscious goals in the bid specifications for the overall construction project, and the prime contractor must make good faith efforts to reach that goal, including documenting those efforts. For the proposed contracts involved in this Goal Methodology, it is expected that Putnam County will attempt to directly contract with a contractor in the relevant field. If the work needed is minimal and the proposed contract work primarily involves specialized contracting work, the prime contractor may also hire DBE subcontractors to meet the required goal set in the bid documents for small business work such as landscaping, fencing and or paving and hauling. The contracts that require utilization of DBE subcontractors by the prime contractor are considered race/gender conscious attainments.

Basis for Estimated Race-Neutral and Race-Conscious Projections

The race-neutral projection is derived from the following:

1. Contracts wherein a race-neutral DBE firm is the prime or sub-contractor;
2. Contracts with an assigned DBE goal and in which DBE attainments exceed the DBE assigned goal, DBE attainment in excess of the DBE goal will be counted as race-neutral attainment;

3. Contracts that have an Engineer's estimate of less than \$500,000 dollars typically do not have an assigned DBE goal--for those contracts, all DBE attainment will be counted as race-neutral attainment; and

4. Putnam County will meet the maximum feasible portion of its goal via race/gender-neutral means.

To project the portion of Putnam County's overall goal that can be met through race/gender neutral means, consideration of the "Tips for Goal-Setting in the DBE Program" from U.S. Department of Transportation was given. The FTA's Formula for Calculating the RN/ RC Split was utilized. However, 49 CFR 26.51 requires that the County meet the maximum feasible portion of our overall goal by using race-neutral means of facilitating DBE participation. The County will therefore employ the following measures to encourage and facilitate DBE participation:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses

2. Reducing bonding requirements and providing services to help DBEs, and other small businesses, obtain bonding and financing;

3. Providing technical assistance and other services through the Putnam County Department of Planning, Development & Public Transportation;

4. Ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors;

5. Ensuring distribution of the County's DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;

6. Identifying subcontracting opportunities in bid documents and offering assistance to prime contractors in finding suitable DBE subcontractors

Contract goals will be used to meet any portion of the overall goal that the County does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

Before establishing the overall goals, Putnam County will conduct an outreach effort including public meetings inviting minority, women-owned and general contractor groups and community organizations to provide information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the County's efforts to establish a level playing field for the participation of DBEs. In addition, Putnam County will consult with and notify the Putnam County Executive and Legislature, the Putnam County Public Works Commissioner, Putnam County Economic Development

Corporation, Putnam Workforce Partnership, Putnam County Industrial Development Agency, Putnam Northern Westchester B.O.C.E.S., local Chambers of Commerce, and DBELOs in the market area and minority and women business groups to obtain information concerning the availability of DBEs and non-disadvantaged businesses.

Following this consultation, Putnam County will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours for 30 days following the date of the notice, and be placed in local newspapers and on our website. These venues will be utilized to inform the public that both Putnam County and DOT will accept comments on the goals for 45 days from the date of the notice. Typically, Putnam County will issue this notice by June 1 of the specified year. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Putnam County will begin using its overall goal on October 1 of the specified year unless the County has received other instructions from DOT. If the County establishes a goal on a project basis, the County will begin using its goal by the time of the first solicitation for a DOT-assisted contract for the project. The County's goal will remain effective for the duration of the three-year period established and approved by FTA.

Goal Setting and Accountability (Section 26.47)

If the awards and commitments shown on Putnam County's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, Putnam County will do the following:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments.
2. Establish specific steps and milestones to correct the problems identified in the analysis; and
3. Establish and implement a corrective action plan and maintain information/records regarding the analysis and efforts made.

Transit Vehicle Manufacturers Goals (Section 26.49)

Putnam County will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, Putnam County may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program. The County will send TVM purchase information to FTA within 30 days of making an award.

Meeting Overall Goals/Contract Goals (Section 26.51)

The County of Putnam will attempt to meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. In order to do so, the County of

Putnam uses the following race-neutral means to increase DBE participation:

1. Arrange solicitation, times for presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses.
2. Provide technical assistance to help DBEs and other small businesses.
3. Carry out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English), where appropriate.
4. Provide services to help DBEs and other small business improve long-term development, increase opportunities to participate in a variety of types of work.
5. Ensure distribution of our DBE directory to potential prime contractors.

Good Faith Efforts Procedures (Section 26.53)

Award of Contracts with a DBE Contract Goal: 26.53(a)

The County of Putnam will use contract goals to meet any portion of the overall goal the County of Putnam does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

Putnam County will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. Putnam County need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work)

Putnam County will express its contract goals as a percentage of the Federal share of a DOT-assisted contract.

In those instances where a contract-specific DBE goal is included in a procurement/solicitation, Putnam County will not award the contract to a bidder who neither: (1) meets the contract goal with verified, countable DBE participation; nor (2) documents it has made adequate good faith efforts to meet the DBE contract goal even though it was unable to do so. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to submission of its bid.

Evaluation of Good Faith Efforts: 26.53(a) &(c)

The obligation of the bidder/ offeror is to make good faith efforts. The bidder/ offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Example of good faith efforts can be found in 49 CFR Part 26 Appendix A.

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible. Putnam County's DBELO and the Putnam County Director of Purchasing shall determine whether or not good faith efforts have been made.

The process used to determine whether good faith efforts have been made by a bidder/offeror are as follows:

1. An effort has been made to solicit through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/offeror must have solicited this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/offeror must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. The bidder/offeror should show evidence that they have selected portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Providing evidence that negotiations were done in good faith with available suppliers and subcontractors to facilitate DBE participation. Evidence of such negotiation includes names, addresses, and telephone numbers of DBEs that were considered, a description of the information provided regarding the plans and specifications for the work selected for subcontracting, and evidence as to why additional agreements could not be reached for DBEs to perform the work. In the negotiations, a bidder/offeror is not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. Some additional costs in finding DBEs are not in itself a sufficient reason for a bidder/offeror to not be able to find a DBE as long as such costs are reasonable. Also, the ability or desire of a bidder/offeror to perform the work with its own organization does not relieve the bidder/offeror of the responsibility to make good faith efforts.
5. The County will consider the performance of other bidders/offerors in meeting contract goals. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, the County can reasonably conclude that good faith efforts may not have been made. If the successful bidder/offeror fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders/offerors, the County can reasonably conclude, in conjunction with other factors, that the successful bidder/offeror had made good faith efforts.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or

insurance as required by the County.

Putnam County will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before the County commits to the performance of the contract by the bidder/offeror.

Information to be Submitted: 26.53(b)

Putnam County treats bidder/offerors' compliance with good faith efforts requirements as a matter of responsibility. Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information within 5 days after the opening of bids and before the award of the contract:

1. The names and addresses of DBE firms that will participate in the contract.
2. A description of the work that each DBE will perform.
3. The dollar amount of the participation of each DBE firm participating.
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors' commitment.
6. If the contract goal is not met, evidence of good faith efforts.

Contractors must meet all requirements of this section as a matter of responsibility (prior to contract award). A prime contractor may not terminate a DBE subcontractor for convenience, nor may it terminate a DBE subcontractor and perform work with its own forces without prior written consent from Putnam County.

Administrative Reconsideration: 26.53(d)

Within 10 days of being informed by the County of Putnam that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the following reconsideration official: *John Tully, Director of Purchasing, 40 Gleneida Avenue, Carmel, NY 10512; (845) 808-1088.* The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The County will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively

appealable to the DOT.

Good Faith Efforts when a DBE is Terminated/ Replaced on a Contract with Contract Goals: 26.53(f)

Putnam County requires prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without Putnam County's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f) of the DBE regulation.

Before transmitting to Putnam County its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to Putnam County prior to consideration of the request to terminate. The DBE will then have five days to respond and advise Putnam County of why it objects to the proposed termination. The five-day notification period may be reduced if the matter is one of public necessity such as safety. In these instances, the time would be reduced to no more than two days.

In those instances where "good cause" exists to terminate a DBE's contract, Putnam County will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. Putnam County will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, Putnam County will require the prime contractor to obtain Putnam County's prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, Putnam County will issue an order stopping all or part of the payment/work until satisfactory action has been taken. If the contractor still fails to comply, Putnam County may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U. S. Department of Transportation, apply to this contract. It is the policy of Putnam County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid/proposal specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE goal of _____% has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offerors commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation

from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

Counting DBE Participation (Section 26.55)

Putnam County will count DBE participation toward overall and contract goals as provided in 49 CFR Part 26 Section 26.55.

CERTIFICATION

Certification Process (Section 26.61 – 26.73)

Putnam County participates in the NYS Unified Certification Program. Putnam County is not a certifying agency.

Unified Certification Programs (Section 26.81)

Putnam County is a member of a Unified Certification Program (UCP) administered by the New York State Department of Transportation (NYSDOT). The UCP will meet all the requirements of this section. Putnam County will use and count for DBE credit only those DBE firms certified by the NYSUCP. Contact information for the NYSDOT is www.dot.state.ny.us. The address is: NYSDOT, Contract Audit Bureau, DBE Certification, 50 Wolf Road, 1st Floor, Albany, NY 12232. Telephone: (518) 457-3180 and website:

<https://www.dot.ny.gov/business-center/civil-rights/general-info/dbe-certification>

Procedures for Certification Decisions (Section 26.83 – 26.91)

Any firm or complainant may appeal a NYS UCP's decision in a certification matter to DOT. Such appeals may be sent to: U. S. Department of Transportation, Office of Civil Rights Certification Appeals Branch, 1200 New Jersey Avenue SE, West Building 7th Floor, Washington, D. C. 20590.

Putnam County will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for the County's DOT-assisted contracting (e. g. certify a firm if DOT has determined that the denial of its application was erroneous).

COMPLIANCE AND ENFORCEMENT

Information, Confidentiality, Cooperation (Section 26.109)

Monitoring Payments to DBEs

The DBE program regulation at 49 CFR Part 26, Section 26.37(b) requires that recipients monitor every contract on which DBE participation is claimed, including race-conscious DBE participation in response to a contract goal and race-neutral DBE participation towards a recipient's overall goal. Putnam County staff will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that they were paid in a timely manner. The

Putnam County Construction Inspector or field staff will be required as part of their other on-site monitoring duties, (1) review the DBE's subcontract to identify scope of work; (2) take steps to observe the DBE on the job site to ensure that it is the same DBE that was committed to perform the subcontracted work and it is using its own resources to perform the scope of work; (3) record the observations in a log book or other document; and (4) include a signature or email identification to provide a "written certification" of DBE utilization and payment. If conducted as part of other on-site monitoring duties, the recipient should ensure that there is a specific section in the logbook or other document dedicated to DBE on-site monitoring. Written certification will include documentation, dates, and a signed confirmation of its monitoring efforts. This written certification, whether in hard copy or electronic format, will be made available upon request.

Additionally, Putnam County will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the County of Putnam or DOT. This reporting requirement also extends to any certified DBE subcontractor. Putnam County will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

Confidentiality

Putnam County will safeguard from disclosure third party's information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local laws including FOIL. Notwithstanding any contrary provisions of state or local law, the County will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Intimidation and Retaliation

Putnam County, contractors or any other participant in this program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing. Any violations will be considered noncompliance with this Part.

ATTACHMENTS

Attachment A

Disadvantaged Business Enterprise (DBE) Semi-Annual Uniform Report

Recipient <input type="text" value="1795"/>	Status <input type="text" value="Select a Status"/>	Recipient Status @ <input type="text" value="Select a Status"/>	<input type="button" value="EXPORT TO EXCEL"/>
Report Type <input type="text" value="Select a Report Type"/>	Due Date <input type="text" value="Select a Due Date"/>	Fiscal Year <input type="text" value="2024"/>	
Clear Filters	Version Type <input type="text" value="Current"/>	<small>Reports prior to fiscal year 2016 cannot be modified</small>	

Submitted	Recipient ID	Recipient Name	Cost Center	Fiscal Year	Report Type	Submitted Date	Version	Report Due Date	Status	Last Updated By	Details
	1795	PUTNAM COUNTY	78200	2024	Semiannual	5/22/2024	0	6/1/2024	Submitted	Barbara Barosa	View

Download View/Print

View Print DBE Report for - PUTNAM CO PLANNING - 23153 Fiscal Year - 2024 Report Period - Semiannual

View 2024 Semiannual DBE Report for PUTNAM CO PLANNING

Recipient ID 1795

Recipient Name PUTNAM COUNTY

> Current Active Awards

∨ DBE Uniform Report Summary

Report Type Semiannual Report Fiscal Year 2024 Report Due Date June 1 Version 0	Report Status Submitted Last Updated By Barbara Barosa Last Updated Date 5/22/2024 6:59 PM GMT+00:00 Submitted Date N/A
--	--

Triennial DBE Goals

Triennial DBE	Goal (%)
Race Conscious	27.9 %
Race Neutral	0 %
Overall Goal (%)	27.9 %

Prime Contracts and Subcontracts Awarded

Awards/Commitments Made During This Reporting Period:

	A. Total Dollars (All Types)	B. Total Number (All Types)	C. Total to DBEs (\$)	D. Total to DBEs (#)	E. Total Dollars to DBEs/Race Conscious	F. Total Number to DBEs/Race Conscious	G. Total Dollars to DBEs/Race Neutral	H. Total Number to DBEs/ Race Neutral	I. % of Total to DBEs
B. Prime Contracts Awarded / Committed This Period	\$736,686	1	\$236,686	1			\$236,686	1	100.00 %

9. Sub Contracts Awarded /	\$0	0	\$0	0	\$0	0	\$0	0	0%
Committed This Period	A. Total Dollars (All Types)	B. Total Number (All Types)	C. Total to DBEs (\$)	D. Total to DBEs (#)	E. Total Dollars to DBEs/Race Conscious	F. Total Number to DBEs/Race Conscious	G. Total Dollars to DBEs/Race Neutral	H. Total Number to DBEs/ Race Neutral	I. % of Total to DBEs
10. Total			\$236,686	1	\$0	0	\$236,686	1	100.00%

DBE Awards/Commitments This Period - Breakdown by Ethnicity & Gender

Awards/Commitments Breakdown By Ethnicity & Gender:

	A. Total to DBE (dollar) - Women	B. Total to DBE (dollar) - Men	C. Total to DBE (dollar)	D. Total to DBE (number) - Women	E. Total to DBE (number) - Men	F. Total to DBE (number)
11. Black American	\$0	\$0	\$0	0	0	0
12. Hispanic American	\$0	\$0	\$0	0	0	0
13. Native American	\$0	\$0	\$0	0	0	0
14. Asian-Pacific American	\$0	\$0	\$0	0	0	0
15. Subcontinent Asian American	\$0	\$0	\$0	0	0	0
16. Non-Minority	\$236,686	\$0	\$236,686	1	0	1
17. TOTAL	\$236,686	\$0	\$236,686	1	0	1

Section C: Payments on Ongoing Contracts

	A. Total Number of Contracts	B. Total Dollars	C. Total Number of Contracts with DBEs	D. Total Payments to DBE Firms	E. Total Number of DBE Firms Paid	F. Percent to DBEs
18. Prime and sub contracts currently in progress	1	\$9,903	0	\$0	0	0%

Actual Payments on Contracts Completed This Period

	A. Number of Prime Contracts Completed	B. Total Dollar Value of Completed Prime Contracts	C. DBE Participation Needed to Meet Goals (Dollars)	D. Total DBE Participation Dollars	E. Percentage of Total DBE Participation Dollars
19. Race Conscious	2	\$510,100	\$142,318	\$46,146	9.05%
20. Race Neutral	1	\$236,686		\$236,686	100.00%
21. Total	3	\$746,786		\$282,832	37.87%

Status Log

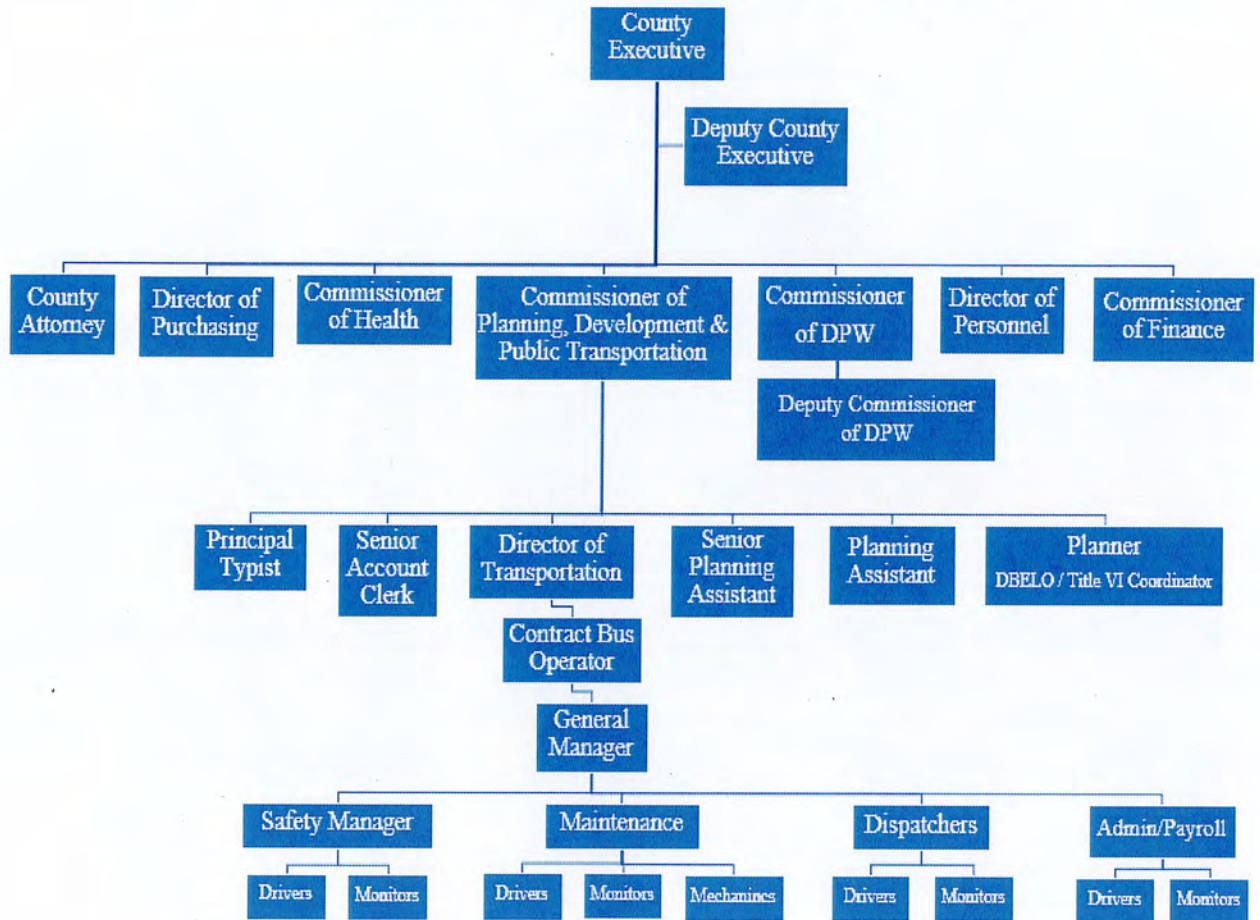
Previous Status	New Status	Change Date	Changed By
Anticipated	Submitted	5/22/2024 6:59 PM GMT+00:00	Barbara Barosa
	Anticipated	4/1/2024 7:00 AM GMT+00:00	Applan Administrator

DBE Report Remarks

Remark Link	Remarked by	Remark Date
No items available		
Remark Link	Remarked by	Remark Date

Attachment B

Putnam County Department of Planning, Development, and Public Transportation Organizational Chart



Attachment C

PROMPT PAYMENT PROTOCOL

I, representing _____ as a subcontractor to the general contractor _____, on the construction project _____; do hereby certify that we have been paid in full for work performed on the above referenced project. Our payment of \$ _____ was received on the date of _____. If work is being progressed in stages, please indicate below how much was received, for which work items, and on what date.

Payment Amount: _____

Payment Date: _____

Work Description: _____

Note: This form is evidence of compliance with FTA rules and regulations pertaining to Prompt Payment Policies on all federally funded projects.

Note: This form is to be utilized by the general contractor as evidence of payment to all subcontractors for regular work, as well as retainage.

I hereby attest that the information on this form is true and accurate, as stated above.

Signature of Representative

Title of Subcontractor

Name of Subcontractor

Contact Number of Subcontractor

CONTRACT TA NUMBER		COUNTY(IES)	F.A. PROJECT NO.	PAGE NO.	DATE SUBMITTED	
CONTRACTOR NAME AND ADDRESS (include zip code)		SUBCONTRACTOR NAME AND ADDRESS (include zip code)				
TELEPHONE NO: (include area code)		TELEPHONE NO: (include area code)				
<p>The Contractor shall inform the Project Engineer the dates when the Subcontractor starts and completes all work under the subcontract. When the work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc., are to be submitted in the same manner and numbers as required of the Prime Contractor. This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.</p>		<p>Subcontractor FED. IDENTIFICATION NO: EST. Beginning Date (Mo. & Yr.) EST. Completion Date (Mo. & Yr.)</p>				
<p>No work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Putnam County DBE Liaison Officer (DBELO). The signatories below agree that violations of the foregoing may result in no payment by the County for the related work.</p>						
<p>No work shall be started by the Subcontractor prior to filing the required insurances. The Contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal and State Laws and Regulations.</p>						
ITEM NO.	Contractor Signature	NAME	Date	Less Than 100%	Subcontractor Signature	
					\$ NON-SPECIALTY	
1					AGREED AMOUNT \$	
2						
3						
4						
5						
6						
7						
8						
TOTALS					\$	\$
<p>The Subcontractor named above is approved for utilization under the provisions of Standard Specification §102.21. Approval of this worksheet conveys only the Authority's concurrence in the use of the named subcontractor for the items specified, and application of the DBE/MWBE Agreed Amount to the participation goals of the contract. DBELO approval of an Approval to Subcontract (form AAPHC 89) is required prior to subletting or otherwise assigning any part of the contract.</p>						
APPROVED FOR THE COMPLIANCE UNIT BY:			DATE APPROVED		Submit Part 1 & Part 2 to: Barbara.Barosa@putnamcountyny.gov	

CONTRACT TA NUMBER	COUNTY(IES)	F.A. PROJECT NO.	PAGE NO.	DATE SUBMITTED
CONTRACTOR NAME AND ADDRESS (Include zip code)				
TELEPHONE NO: (Include area code)				
TELEPHONE NO: (Include area code)				
The Contractor shall inform the Project Engineer the dates when the Subcontractor starts and completes all work under the subcontract. When the work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc., are to be submitted in the same manner and numbers as required of the Prime Contractor. This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.				
No work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the DBE Liaison Officer (DBELO). The signatories below agree that violations of the foregoing may result in no payment by the County for the related work.				
No work shall be started by the Subcontractor prior to filing the required insurances. The Contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal and State Laws and Regulations.				

ITEM NO.	Contractor Signature	NAME	Date	Less Than 100%	Subcontractor Signature		Date
					\$ SPECIALTY	\$ NON-SPECIALTY	
1					\$ -	\$ -	
2					\$ -	\$ -	
3					\$ -	\$ -	
4					\$ -	\$ -	
5					\$ -	\$ -	
6					\$ -	\$ -	
7					\$ -	\$ -	
8					\$ -	\$ -	
BELOW FOR OCM USE ONLY					TOTALS	\$ -	\$ -
Original Total Contract Price (Less Specialty Items)					Percent of Original Total Contract Price approved this date		
Percent of Original Total Contract Price previously approved					Percent of Original Total Contract Price approved to date		
APPROVED FOR THE DBELO BY (Name) :					DIV.	Date Approved	APPROVAL NO.

**INSTRUCTIONS FOR COMPLETING FORM AAPHC 89
DBE/MWBE UTILIZATION WORKSHEET AND APPROVAL TO SUBCONTRACT**

Prior to contract award, Prime Contractors must obtain written consent of the Putnam County DBE Liaison Officer (DBELO) who identifies certified disadvantaged, minority or women-owned business enterprises that have committed to perform work on a proposed contract. Authority for approval of utilization plans has been delegated to the County of Putnam's Department of Planning, Development, and Public Transportation. The DBE/MWBE Utilization Worksheet is used to describe in item detail the utilization plan for each proposed subcontractor.

The DBE/MWBE Utilization Worksheet and Approval to Subcontract have been designed for use as a single package, form AAPHC 89. When submitting forms for firms included in the Contractor's Utilization Plan, prepare a signed, two part typewritten set of both pages, as described below. Entries made on the Utilization Worksheet will automatically provide data for an Approval to Subcontract except that item-level DBE/MWBE agreed amounts will not be shown on the second page. When submitting forms for firms not included in the Contractor's Utilization Plan, only an Approval to Subcontract is to be completed. All DBE/MWBE Utilization Worksheets are to be submitted directly to the County of Putnam's Department of Planning, Development, and Public Transportation. All Approval to Subcontract forms are to be scanned and submitted via email to Barbara.Barosa@putnamcountyny.gov. The Putnam County DBELO will process the DBE/MWBE Approvals to Subcontract after they have been approved by the County. Approval of the Utilization Worksheet conveys only the County's concurrence in the use of the named subcontractor for the items specified, and application of the DBE/MWBE Agreed Amount to the participation goals of the contract. **APPROVAL BY THE PUTNAM COUNTY DBELO OF AN APPROVAL TO SUBCONTRACT IS REQUIRED PRIOR TO SUBLETTING OR OTHERWISE ASSIGNING ANY PART OF THE CONTRACT.**

CONTRACT NO.: Enter contract number if applicable, Example: D251726.

F. A. PROJECT NO.: Enter only for Federal Aid projects, Example: I-87-3(177).

PAGE NO.: Enter 1 of 1; 2 of 2; etc. Use additional forms as needed.

DATE SUBMITTED: Enter date completed forms are submitted to the Compliance Unit or the Office of Construction Management (MO/DAY/YR). For firms included in the Contractor's Utilization Plan, the dates on both pages must agree. If they do not, the request will not be processed.

CONTRACTOR NAME AND ADDRESS: Enter name and address (including zip code) and telephone number (including area code) of the Prime Contractor.

SUBCONTRACTOR NAME AND ADDRESS: Enter name and address (including zip code) and telephone number (including area code) of the Subcontractor.

SUBCONTRACTOR FEDERAL IDENTIFICATION NO.: Enter the Federal employer identification number of the subcontractor.

EST. BEGINNING DATE: Enter estimated month and year in which subcontractor work will begin.

EST. COMPLETION DATE: Enter estimated month and year in which subcontractor work will be completed.

SIGNATURES: Authorized representatives of both the prime and subcontractor sign and date.

ITEM NO. AND NAME: Enter each item by Specification number and name. If only part of an item is to be subcontracted, check the "Less Than 100%" box and attach a description of the specific work to be performed to both pages of this form.

NOTE: This form is also used to report non-subcontract activities to be purchased from DBE/MWBE sources. Use the following codes under "ITEM NO." and enter dollar amounts for them on form AAPHC 89 under DBE/MWBE ONLY AGREED AMOUNT \$.

ITEM NO	NAME
00.00	Supply of eligible materials
00.01	Provision of eligible manufactured or altered materials
00.02	Rental of equipment
00.05	Provision of security services
99.99	Provision of eligible trucking services

Attachment E

*Resolution #157 Approving DBE Program Plan as Amended and DBE
Officer*

PUTNAM COUNTY LEGISLATURE

Resolution #157

Introduced by Legislator: Carl L. Albano on behalf of the Physical Services Committee at a Regular Meeting held on August 2, 2022.

page 1

APPROVAL/ ADOPT PUTNAM COUNTY'S PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PLAN IN CONFORMANCE WITH AND AS REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) 49 CFR PART 26

WHEREAS, the U.S. Department of Transportation ("USDOT"), by and through the Federal Transit Administration ("FTA"), provides funding and/or financial assistance to transit providers to, among other things, develop new transportation systems and improve, maintain and operate existing systems; and

WHEREAS, the County of Putnam ("County") is a direct recipient of Federal funding and/or financial assistance, as defined in FTA C 4702.1B (the "Circular"), such funding authorized under Titles I, II, V and VI and, as such, compliance with the respective mandate thereunder is required, more specifically here, to ensure that DBEs have an equitable opportunity to participate in the County's USDOT-assisted contracts, to wit: (i) ensure non-discrimination in the award and administration of USDOT-assisted contracts; (ii) create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts; (iii) ensure the County's DBE Program is narrowly tailored in accordance with applicable law; (iv) ensure that only firms that fully meet 49 CFR Part 26, et seq., eligibility standards are permitted to participate as DBEs; (v) help remove barriers to the participation of DBEs in USDOT-assisted contracts; and (vi) promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by respective recipients; and

WHEREAS, the County, by and through the Department of Planning, Development and Public Transportation, in furtherance of the aforesaid objectives and as required by the FTA, has prepared, for submission to and approval by the FTA, the Putnam County DBE Program Plan (the "Plan"), supporting the integration into the County's services, programs and activities the considerations, goals and mandate of USDOT 49 CFR Part 26, et seq.; and

WHEREAS, the Plan's objectives include, without limitation, ensuring no person shall be excluded from participation in, deny any person the benefits of, or otherwise discriminate against anyone on the basis of race, color, sex or national origin in connection with the award and performance of any contract covered by USDOT 49 CFR Part 26, et seq; now therefore be it

RESOLVED, that the County Executive, together with the Putnam County Legislature, support the County's continued participation in approved FTA services, programs and activities, as well as continue to be a recipient of FTA funding and/or financial assistance therefor; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, approve and adopt the Putnam County DBE Program Plan, which is attached

State of New York

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 August 2, 2022.

Dated: August 4, 2022

Signed: _____

Diane Schoenfeld
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #157

Introduced by Legislator: Carl L. Albano on behalf of the Physical Services Committee at a Regular Meeting held on August 2, 2022.

page 2

hereto and made a part hereof as Schedule A, and support, approve and authorize the Department of Planning, Development and Public Transportation to submit to the FTA for its review and approval the County's DBE Program Plan, which conforms to the mandate set forth and required by USDOT 49 CFR Part 26, *et seq*; and be it further **RESOLVED**, that this resolution shall take effect immediately.

BY POLL VOTE: SEVEN AYES. LEGISLATORS CASTELLANO & GOULDMAN WERE ABSENT. MOTION CARRIES.



State of New York

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 August 2, 2022.

Dated: August 4, 2022

Signed: Diane Schonfeld

Diane Schonfeld
Clerk of the Legislature of Putnam County

Diane Schonfeld

From: Barbara Barosa
Sent: Monday, June 3, 2024 10:03 AM
To: Diane Schonfeld
Cc: Diane Trabulsy; Matthew Covucci; Anna Diaz; Thomas Feighery; Joseph Bellucci; Alexis Hawley; John Tully; Sean Bennett
Subject: Update to the Disadvantaged Business Enterprise (DBE) Program Plan
Attachments: Resolution-DBE Program Plan revised 6.24.docx; DBE Program Plan .June2024revised.doc

Good Morning Diane,

Attached please find a proposed Resolution along with an update to the County's DBE Program Plan respectfully requested to be placed on the June 10th Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara

*Barbara Barosa, AICP, Commissioner
Putnam County Department of Planning, Development and Public Transportation
841 Fair Street
Carmel, NY 10512
845-878-3480 x48107*

led

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

APPROVAL - RATIFICATION OF APPLICATIONS SUBMITTED FOR GRANT FUNDING AVAILABLE THROUGH THE 2024 CONSOLIDATED FUNDING APPLICATION (CFA) PROGRAM AIMED TO INCREASE LOCAL ECONOMIC DEVELOPMENT AND ENCOURAGE GROWTH IN PUTNAM COUNTY

WHEREAS, the County Executive and the Putnam County Legislature (the "Legislature") agree that economic development efforts generate, retain and/or create jobs; prevent, maintain and upgrade government facilities to improve operations; and increase business and economic activity in Putnam County (the "County"); and

WHEREAS, competitive funding opportunities are offered through New York State and set forth in NYSREDC's 2024 Available CFA Resources Manual (the "Manual"), for which the submission deadline of applications is July 31, 2024; and

WHEREAS, funding opportunities described in the Manual include repairing or renovating historic structures, strategic plans, and economic development generating infrastructure projects, all of which are expected to improve the economic and environmental conditions of County facilities and promote social viability and vitality, thereby positively impacting the County's economic competitiveness, which is wholly in the best interests of County taxpayers; and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation (the "Department"), is desirous to competitively seek grant funds through REDC's 2024 CFA program; and

WHEREAS, if grant funding is awarded to the County, depending on the award and grant category, the state award is a maximum of eighty to twenty percent of the total project costs:

Proposed Project	Location	Estimated Costs	CFA Application
<i>Putnam County Historic Courthouse Column/Façade Restoration</i>	<i>40 Gleneida Avenue Carmel, NY</i>	<i>\$500,000</i>	<i>\$250,000</i>

Legislator Addonizio _____
 Legislator Castellano _____
 Legislator Crowley _____
 Legislator Ellner _____
 Legislator Gouldman _____
 Legislator Montgomery _____
 Legislator Nacerino _____
 Legislator Sayegh _____
 Chairman Jonke _____

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

Terry Hill Road/ Rt. 311 Intersection \$1,800,000 \$360,000
Roadway Improvements Mahopac, NY

Strategic Plan for Various Locations \$200,000 \$100,000
County-owned Buildings

Now therefore be it

RESOLVED, that the County Executive, together with the Legislature, support and approve of the County's applications for CFA grant funding to be submitted by the Department by July 31, 2024 to the NYREDC for its consideration; and it is hereby further RESOLVED, that this Resolution shall take effect immediately.

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____

From: Commissioner of Planning Barbara Barosa
6/3/24
cc: all
Phys.

APPROVAL/RATIFICATION OF APPLICATIONS SUBMITTED FOR GRANT FUNDING AVAILABLE THROUGH THE 2024 CONSOLIDATED FUNDING APPLICATION PROGRAM AIMED TO INCREASE LOCAL ECONOMIC DEVELOPMENT AND ENCOURAGE GROWTH IN PUTNAM COUNTY

WHEREAS, the County Executive and the Putnam County Legislature (the “Legislature”) agree that through economic development efforts that generate, retain and/or create jobs; prevent, maintain and upgrade government facilities to improve operations; and increase business and economic activity in Putnam County (the “County”); and

WHEREAS, competitive funding opportunities are offered through New York State and set forth in NYSREDC’s 2024 Available CFA Resources Manual (the “Manual”), for which the submission deadline of applications is July 31, 2024; and

WHEREAS, funding opportunities described in the Manual include repairing or renovating historic structures, strategic plans, and economic development generating infrastructure projects, all of which are expected to improve the economic and environmental conditions of County facilities and promote social viability and vitality, thereby positively impacting the County’s economic competitiveness, which is wholly in the best interests of County taxpayers; and

WHEREAS, the County, by and through the Putnam County Department of Planning, Development and Public Transportation (the “Department”), is desirous to competitively seek grant funds through REDC’s 2024 CFA program; and

WHEREAS, if grant funding is awarded to the County, depending on the award and grant category, the state award is a maximum of eighty to twenty percent of the total project costs:

Proposed Project Application	Location	Estimated Costs	CFA
<i>Putnam County Historic Courthouse Column/Façade Restoration</i>	<i>40 Gleneida Avenue Carmel, NY</i>	<i>\$500,000</i>	<i>\$250,000</i>
<i>Terry Hill Road/ Rt. 311 Roadway Improvements</i>	<i>Intersection Mahopac, NY</i>	<i>\$1,800,000</i>	<i>\$360,000</i>
<i>Strategic Plan for County-owned Buildings</i>	<i>Various Locations</i>	<i>\$200,000</i>	<i>\$100,000</i>

Now therefore be it

RESOLVED, that the County Executive, together with the Legislature, supports and approves of the County’s applications for CFA grant funding to be submitted by the Department by July 31, 2024 to the NYREDC for its consideration; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

#6e

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL - BUDGETARY AMENDMENT (24A050)/ -SHERIFF'S DEPARTMENT -
VEHICLE ACCIDENT CLAIM/ INSURANCE RECOVERY**

WHEREAS, Risk Manager Mat Bruno requested a budgetary amendment (24A050) to recognize reimbursement from Farmers Casualty Insurance and Allstate Insurance companies for damages to three (3) vehicles in the Sheriff's fleet resulting from accidents that occurred on April 3, 2024 and April 5, 2024; and

WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:

Increase Revenues:

17311000 426801	Sheriff Patrol – Insurance Recoveries	23,435.01
32311000 426801	Sheriff BCI – Insurance Recoveries	1,044.95
14311000 426801	Sheriff Narcotics - Insurance Recoveries	<u>1,827.76</u>
		26,307.72

Increase Expenses:

17311000 54210	Sheriff Patrol – Vehicle Leasing	23,435.01
32311000 54370	Sheriff BCI – Automotive	1,044.95
14311000 54370	Sheriff Narcotics – Automotive	<u>1,827.76</u>
		26,307.72

**2024 Fiscal Impact – 0 –
2025 Fiscal Impact – 0 –**

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____

MICHAEL LEWIS
Commissioner Of Finance



cc: all
Prot
A+A

Reso

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

May 31, 2024

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

2024 JUN 10 PM 4: 10
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 request to amend the 2024 Sheriff's Department budget:

Increase Revenues:

17311000 426801	Sheriff Patrol- Insurance Recoveries	\$ 23,435.01
32311000 426801	Sheriff BCI - Insurance Recoveries	1,044.95
14311000 426801	Sheriff Narcotics - Insurance Recoveries	<u>1,827.76</u>
		\$ 26,307.72

Increase Expenses:

17311000 54210	Sheriff Patrol - Vehicle Leasing	\$ 23,435.01
32311000 54370	Sheriff BCI - Automotive	1,044.95
14311000 54370	Sheriff Narcotics - Automotive	<u>1,827.76</u>
		\$ 26,307.72

2024 Fiscal Impact - 0
2025 Fiscal Impact - 0

This amendment recognizes reimbursement from Farmers Casualty Insurance and Allstate Insurance companies.

AUTHORIZATION:

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

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

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

24A050

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

JOHN B. CHERICO
First Deputy County Attorney

ANNA M. DIAZ
Senior Deputy County Attorney

CONRAD J. PASQUALE
Senior Deputy County Attorney



HEATHER M. ABISSI
Senior Deputy County Attorney

DANIEL J. RAVO
Deputy County Attorney

MAT C. BRUNO, SR.
Risk Manager

C. COMPTON SPAIN
County Attorney

DEPARTMENT OF LAW

MEMORANDUM:

TO: Michael Lewis, Finance
FROM: Mat C. Bruno, Sr., Manager Risk & Compliance
DATE: May 23, 2024
RE: Vehicle Accident Claim Reimbursement

Enclosed please find Allstate check # 106599409 in the amount of \$23,435.01 representing payment for the accident listed below. The Sheriff Department is expecting credit for the check. Please place the reimbursement check into Patrol Leasing 17311000-54210.

Accident Number	Date of Accident	Damage	Reimbursement	Ins. Co	Civilian Driver
08	04/05/24	\$23,435.01	\$23,435.01	Allstate	

Thank you.

MCB/da
Enc.

2024 MAY 23 PM 2:44

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512

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

*This office will not accept service via facsimile

JOHN B. CHERICO
First Deputy County Attorney

ANNA M. DIAZ
Senior Deputy County Attorney

CONRAD J. PASQUALE
Senior Deputy County Attorney



HEATHER M. ABISSI
Senior Deputy County Attorney

DANIEL J. RAVO
Deputy County Attorney

MAT C. BRUNO, SR.
Risk Manager

C. COMPTON SPAIN
County Attorney

DEPARTMENT OF LAW

MEMORANDUM:

TO: Michael Lewis, Finance
FROM: Mat C. Bruno, Sr., Manager Risk & Compliance
DATE: May 21, 2024
RE: Vehicle Accident Claim Reimbursement

A handwritten signature in blue ink, appearing to be "M. Bruno", is written over the "FROM:" line of the memorandum.

Enclosed please find Farmers Casualty check # 1639297018 in the amount of \$1044.95 representing payment for the accident listed below. The Sheriff Department is expecting credit for the check.

Accident Number	Date of Accident	Damage	Reimbursement	Ins. Co	Driver
09	04/03/24	\$1044.95	\$1044.95	Farmers Casualty	

Thank you.

MCB/da
Enc.

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512

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

Farmers Auto APD West CA North

Check Number:

1639297018

Date:

05/16/2024

PAY NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE
NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE

\$1,044.95****

To Putnam County
the 48 Gleneida Ave, att: Matt Bruno
order Carmel, NY, 10512-1702
of

Claimant/Patient: Putnam County
Insured:
Date of Loss: 04/03/2024
Claim Number: 7007489067-1-2
Check Number: 1639297018
Payment Under Insured's: Vehicle
Correspondence Reference: AJZ8LFTK3
Print Date 05/16/2024 02:46 PM
Requested By Joseph Mccarthy

PD damages to 2014 Dodge

PLEASE FOLD AND DETACH CHECK ON LINE BELOW

Form #730282 Revision 08/23

01 01 000528 AJZ8LFTK31 CB0516P2 02 [] 000820

Susanne Galya

From: Kristin VanTassel
Sent: Thursday, May 30, 2024 9:28 AM
To: Susanne Galya
Cc: Timothy Keith
Subject: RE: ANOTHER INS CHECK

Good morning,

Please place into 32311000. 54370 (BCI Automotive)

Thank you!
Kristin



Kristin D. Van Tassel

Fiscal Manager • Putnam County Office of the Sheriff and Correctional Facility

PHONE | 845.225.4300 ext. 42272 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

From: Susanne Galya <Susanne.Galya@putnamcountyny.gov>
Sent: Wednesday, May 29, 2024 4:53 PM
To: Kristin VanTassel <Kristin.VanTassel@putnamcountyny.gov>
Subject: ANOTHER INS CHECK

Hi,

Which org does this one belong to? Do you need an amendment done?

Thanks
Sue

JOHN B. CHERICO
First Deputy County Attorney

ANNA M. DIAZ
Senior Deputy County Attorney

CONRAD J. PASQUALE
Senior Deputy County Attorney



HEATHER M. ABISSI
Senior Deputy County Attorney

DANIEL J. RAVO
Deputy County Attorney

MAT C. BRUNO, SR.
Risk Manager

C. COMPTON SPAIN
County Attorney

DEPARTMENT OF LAW

MEMORANDUM:

TO: Michael Lewis, Finance
FROM: Mat C. Bruno, Sr., Manager Risk & Compliance
DATE: May 29, 2024
RE: Vehicle Accident Claim Reimbursement

Enclosed please find Farmers Casualty check # 1639304458 in the amount of \$1827.76 representing payment for the accident listed below. The Sheriff Department is expecting credit for the check.

Accident Number	Date of Accident	Damage	Reimbursement	Ins. Co	Driver
09	04/03/24	\$1827.76	\$1827.76	Farmers Casualty	

Thank you.

MCB/da
Enc.

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512

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

Farmers Auto APD West CA North

Check Number: 1639304458
Date: 05/17/2024

PAY NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE
NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE \$1,827.76****

To Putnam County
the 48 Gleneida Ave
order CARMEL, NY, 10512
of

Claimant/Patient: Putnam County
Insured:
Date of Loss: 04/03/2024
Claim Number: 7007587311-1-1
Check Number: 1639304458
Payment Under Insured's: Vehicle
Correspondence Reference: VSXW6ZT53
Print Date 05/17/2024 10:33 AM
Requested By Joseph Mccarthy

PD Damages to 2023 Volvo XC40

PLEASE FOLD AND DETACH CHECK ON LINE BELOW

01 01 000430 VSXW6ZT531 CB0517P2 02[] 000630

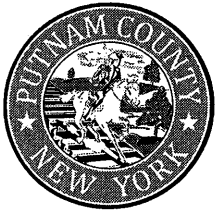
Susanne Galya

From: Kristin VanTassel
Sent: Friday, May 31, 2024 11:07 AM
To: Susanne Galya
Subject: RE: ANOTHER ONE

Good morning Sue,

This one should go to Narcotics Automotive : 14311000.54370

Thank you!
Kristin



Kristin D. Van Tassel

Fiscal Manager • Putnam County Office of the Sheriff and Correctional Facility

PHONE | 845.225.4300 ext. 42272 • WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

From: Susanne Galya <Susanne.Galya@putnamcountyny.gov>
Sent: Thursday, May 30, 2024 6:59 PM
To: Kristin VanTassel <Kristin.VanTassel@putnamcountyny.gov>
Subject: ANOTHER ONE

Hi,

Let me know what account you need increased.

Thanks,
Sue

#65

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL - BUDGETARY AMENDMENT (24A053) – PROBATION - STOP DWI HVEC
(High Visibility Engagement Campaign)**

WHEREAS, Putnam County was allocated \$24,000 in HVEC funds for the grant cycle of October 1, 2023 through September 30, 2024; and

WHEREAS, the NYS Stop DWI Foundation has increased the Putnam County allotted HVEC funding by an additional \$7,500; and

WHEREAS, this additional allocation is subject to use under the same criteria as the original funds granted; and

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

RESOLVED, that the following budgetary amendment be made:

Increase Revenues:

10331500 443890 Probation DWI – Public Safety Other 7,500

Increase Expenses:

10331500 54936 Probation DWI – Partnership Initiative 7,500

2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____

cc: all
Prof
A+A

Reso



MICHAEL LEWIS
Commissioner Of Finance

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

June 6, 2024

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

2024 JUN 10 PM 4: 10
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Dear Ms. Schonfeld

Pursuant to Code Section 5-1, D dated February 14, 2010, I am advising you of the following request to amend the 2024 Probation Department's budget:

Increase Revenues:

10331500 443890 Probation DWI – Public Safety Other \$ 7,500.00

Increase Expenses:

10331500 54936 Probation DWI – Partnership Initiative \$ 7,500.00

2024 Fiscal Impact - 0
2025 Fiscal Impact - 0

This amendment is required to adjust the federal aid allocated for Stop-DWI HVEC^{*} checks to the latest approved levels per notification from the New York State Stop-DWI Foundation, Inc. Memo attached.

* HVEC - High Visibility Engagement Campaign

AUTHORIZATION:

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

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

Date Chairperson Audit/Designee: \$0 - \$10,000.00 **24A053**

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

JOHN F. OSTERHOUT II
Director



RICHARD McCAULEY
Probation Supervisor

AMY DEHAIS
Probation Supervisor

DEPARTMENT OF PROBATION

MEMORANDUM

To: Michael Lewis
Susanne Galya

From: Joanne Kinash

Date: June 7, 2024

Re: Budget Adjustment

Attached, please find a letter from the STOP DWI Foundation increasing our HVEC Funding for 2024.

Please make the following 2024 budget adjustment:

Increase Revenue:

10331500 443890	\$ 7,500.00
Public Safety Other	

Increase Expenditure:

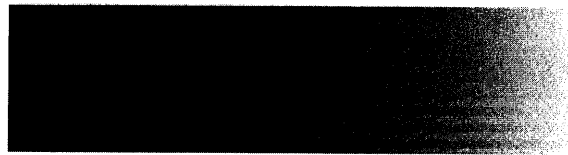
10331500 54936	\$7,500.00
Partnership Initiative	

Please let me know if you need anything further.

Thank you

Enc.

New York State
STOP-DWI Foundation, Inc.



May 31, 2024

John Osterhout
Putnam County STOP-DWI
Via E-Mail

Re: Allocation of Additional Crackdown Funds

Dear John:

As you are aware Putnam County was allocated \$24,000 in HVEC funds for the grant cycle of October 1, 2023 through September 30, 2024.

Please accept this letter as official notification that effective today the NYS STOP-DWI Foundation has increased the Putnam County allotted HVEC funding by an additional \$7,500. This additional allocation is subject to use under the same criteria as the original funds granted.

Should you have any questions or require any additional information, please feel free to contact me or Grant Administrator, Pam Aini.

Sincerely,

Tracy Mance

Tracy Mance, Chairperson
NYS STOP-DWI Foundation, Inc.

Tracy Mance (Albany) – Chairperson
Jason Widrick (Jefferson) – Vice Chairperson

Melanie Churakos (Cattaraugus) - Secretary
John Winchell (Washington) – Treasurer

BOARD OF DIRECTORS: Patricia Tomassi (Westchester), Matthew Morrow (Lewis),
Barry Weiss (Onondaga), Matthew Nash (Albany), Kim Wiley-Schwartz (NYC)

#69

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL - BUDGETARY AMENDMENT (24A054)/ SHERIFF'S DEPARTMENT - UTILIZE
FEDERALLY SEIZED ASSET FORFEITURE FUNDS**

WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A054) to use Federally Seized Asset Forfeiture Funds to purchase Forensic Computers to be used by the Bureau of Criminal Investigation – Digital Evidence Lab personnel; and

WHEREAS, any unused funds from these purchases will be deposited back into the Sheriff's Federal Seized Asset Reserve account; and

WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:

Increase Revenues:
32311000 427151 Sheriff BCI – Proceeds of Seized Assets 74,712.33

Increase Expenses:
32311000 Sheriff BCI
52630 Computer Equipment 73,003.00
52130 Computer Equipment 1,269.92
54782 Software Accessories 439.41
74,712.33

**2024 Fiscal Impact – 0 –
2025 Fiscal Impact – 0 –**

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____

MICHAEL LEWIS
Commissioner Of Finance



cc: all
Prot
A+A

Reso

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

June 10, 2024

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

2024 JUN 11 PM 4: 10
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 request to amend the 2024 Putnam County Sheriff Department's budget:

Increase Revenues:

32311000 427151 Sheriff BCI – Proceeds of Seized Assets \$ 74,712.33

Increase Expenses:

32311000	Sheriff BCI	
52630	Computer Equipment	\$ 73,003.00
52130	Computer Equipment	1,269.92
54782	Software Accessories	439.41
		<u>\$ 74,712.33</u>

2024 Fiscal Impact - 0

2025 Fiscal Impact - 0

Sheriff McConville requests the use of Federally Seized Asset Forfeiture funds to purchase forensic computers for use by the Bureau of Criminal Investigation – Digital Evidence Lab personnel. Any unused funds from these purchases will be deposited back into the Sheriff's federal seized asset reserve account.

AUTHORIZATION:

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

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

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


24A054

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

P-1

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

June 10, 2024

TO: Ginny Nacerino, Chair, Protective Services
FROM: Sheriff Kevin McConville 
SUBJECT: Protective Services Committee Meeting, June 18, 2024,

The PCSO intends to utilize the Federally Seized Asset Forfeiture monies to purchase the following items:

These items are utilized by the Bureau of Criminal Investigation – Digital Evidence Lab personnel. As technology has advanced, the tools utilized by this Unit are essential in the digital aspect of criminal investigations and crime scene documentation.

- a. Performance Degradation
- b. Security vulnerabilities –
- c. Influence on Criminal Investigations –
- d. The BCI – Forensics Identification Unit seeks to purchase a FARO 360 – degree crime scene camera, allowing a crime scene to be reproduced with precise replication.
- e. The use of this technology simplifies and enhances law enforcement's ability to record and preserve crime scenes, while simultaneously improving accuracy.
- f. Remote camera system for use in criminal narcotics investigations, includes licensing fees.

Item # 1 – BCI / Forensic Computers – Budget Lines 32311000- 52630, 5213054782 (Network Adapter), 54782 (keyboard, mouse), 54782 Ethernet Adapter) 52630 Network Switch

24 A 054
This is to purchase IT reviewed and approved Forensic computers and components. Compatibility issues, Security Vulnerabilities, and Reduced Analytical Capabilities.

The amount of the Transfer is \$74,712.33 which will have no Fiscal Impact on the PCSO or County Budget, and no costs added to the taxpayer.

#1

24 A054

	QUOTE GOVCONNECT	QUOTE SUMURI	QUOTE AMAZON	TOTAL
52630	17,449.00	55,554.00		73,003.00
52130			1,269.92	1,269.92
54782			439.41	439.41
	<u>17,449.00</u>	<u>55,554.00</u>	<u>1,709.33</u>	<u>74,712.33</u>



Estimate

P.O. Box 121
 Magnolia, DE 19962
 DUNS: 968093398
 UEI: SC68XCGHTKK3
 GSA Number: GS35F363DA
 EIN: 27-2834740

Estimate Number: E10492
 Date: 5/31/2024
 Expires on: 6/30/2024

Payment Terms:
 Net 30

BILL TO

Putnam County Sheriff's FDept
 John Hyla Jr
 3 County Center
 Carmel, NY 10512

SHIP TO

Product/Service	Quantity	Price	Total Amount
- One (1) 4 Port USB 3.0 Hub			
- One (1) 10 Port USB 2.0 Hub			
- Tableau T3iu Forensic Bridge			
- Tableau T356789iu Forensic Bridge - Includes 5-piece PCIe Adapter Kit			
- One (1) 1600 Watt Power Supply Unit			
- High End Whisper Quiet Fans throughout the Entire System (Hydraulic Fluid Ball Bearing rated at 300,000 hour lifespan)			
- Microsoft Windows 11 Pro 64 Bit			
- Three (3) Year Standard Warranty			
- Onboard 10GbE Networking			
Shipping and Handling within the contiguous US on all TALINO workstations and laptops is included		0.00	0.00

Total:
 USD 55,554.00

-Please send any PO's or requests related to this quote to sales@sumuri.com to expedite your order and/or service.
 -Maximum shipping times for TALINO Workstations is three (3) weeks or less. If any exceptions or delays occur which could affect the stated shipping times the customer will be notified immediately.
 -There will be a late fee of 1.5% in addition to a 1.5% interest charge per month on past due invoices.
 -For technical questions about TALINO please contact hello@sumuri.com. For questions about software or training please contact sales@sumuri.com.
 -Payments by Credit Cards over the amount of \$10,000 USD will be charged an additional 3% fee. Orders over \$250,000.00 require a 50% deposit. All International Orders require a 50% deposit.
 -For International orders: Unless otherwise indicated on the Estimate all Shipping, Duties, Taxes and Fees are the sole responsibility of the recipient.



Estimate

P.O. Box 121
 Magnolia, DE 19962
 DUNS: 968093398
 UEI: SC68XCGHTKK3
 GSA Number: GS35F363DA
 EIN: 27-2834740

Estimate Number: E10492

Date: 5/31/2024

Expires on: 6/30/2024

Payment Terms:

Net 30

BILL TO

Putnam County Sheriff's FDept
 John Hyla Jr
 3 County Center
 Carmel, NY 10512

SHIP TO

Product/Service	Quantity	Price	Total Amount
TALINO KA-701X Forensic Workstation - Two (2) Intel Xeon Gold 6426Y 2.5 GHz (4.1 GHz Max Turbo) 16-Core LGA 4677 Processors - Active Cooling for the Central Processing Units - 256GB of DDR5 4800 MHz ECC RAM - One (1) 1TB SSD for the Operating System - One (1) 4TB M.2 NVMe SSD for Temporary Files and Processing - One (1) 2TB M.2 NVMe SSD for Database(s) - Eight (8) 12TB Hard Drives configured in RAID 10 for Evidence - One (1) High End RAID Controller Card with 12 Gb/s Processing - One (1) RTX 4070 Ti with 12GB GDDR6X ECC VRAM Graphics Processing Unit - One (1) 2.5" Hot Swap Bay with Four (4) Removable Trays - One (1) 3.5" Hot Swap Tray with Five (5) Removable Bays - One (1) Blu-Ray 16x BD-R 4MB Cache SATA Blu-Ray Burner - Front Panel Forensic Card Reader	3	18,518.00	55,554.00

Total:

IT/GIS Dept. Reviewed	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
<i>Aileen Miller</i>	



SALES QUOTE

25621446.02

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

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 5/7/2024
Valid Through: 6/6/2024
Account #:

Customer Contact: John Hyla
Email: john.hyla@putnamcountyny.gov

Phone: (845) 225-4300 x42365
Fax:

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

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
		Small Pkg Ground Service Level	20.00 lbs	Net 30	NCPA 01-144

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 01-144. 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	1	41798750	3000175347905.1	Cust. Putnam County 48-port Ruckus ICX 7650-48ZP-E2 Switch 6 / 2 Dell Networking	Dell Networking	\$ 17,449.00	\$ 17,449.00	
Subtotal							\$	17,449.00
Fee							\$	0.00
Shipping and Handling							\$	0.00
Tax								Exempt!
Total							\$	17,449.00

IT/GIS Dept. Reviewed
 Approved Not Approved
[Signature]

Connection™

PUBLIC SECTOR SOLUTIONS

we solve IT™

ORDERING INFORMATION
GovConnection, Inc. DBA Connection
NCPA Contract # NCPA 01-144

Please contact your account manager with questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
PO Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

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 01-144. 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.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

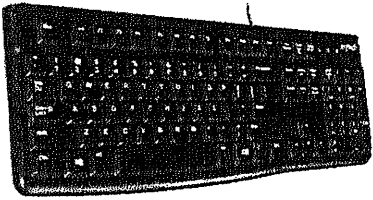
SLEDQPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374

Shop now

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Logitech MK120 Wired Keyboard and Mouse Combo for Windows, Optical Wired Mouse, Full-Size Keyboard, USB Plug-and-Play, Compatible with PC, Laptop - Black

Visit the Logitech Store
4.6 20,386 ratings | Search this page

1 sustainability feature

5K+ bought in past month

-18% \$16⁴⁹

List Price: ~~\$49.99~~

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FREE Returns

Get \$10 off instantly: Pay \$6.49 ~~\$16.49~~ upon approval for the Amazon Store Card. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Extra Savings | Amazon ... 1 Applicable Promotion

Brand	Logitech
Color	Black
Connectivity Technology	Usb
Special Feature	rv: Connections^2 x USB - 4 pin USB Type A Features^Spillproof, tilt legs Pointing Device / Manipulator^Mous...
Compatible Devices	Laptop, Personal Computer

About this item

- Durable and Reliable: This USB keyboard features a thin profile and curved space bar, spill-resistant design, durable keys that can withstand 10 million keystrokes and sturdy, adjustable tilt legs
- Comfortable, Quiet Typing: You'll enjoy a comfortable and quiet typing experience thanks to the low-profile keys that barely make a sound and standard layout with full-size F-keys and number pad
- Full-Size Sculpted Mouse: The high-definition optical USB mouse puts comfort and control in your hands with smooth, accurate tracking and an ambidextrous shape that feels good hour after hour
- Simple Set-Up: Simply plug the keyboard and mouse into the USB ports on your desktop, laptop, or netbook and you're ready to work; compatible with Windows 7, 8, 10 or later
- Clear and Convenient: The bold, bright white and long-lasting characters make the keys on this PC or laptop keyboard easy to read and extra durable
- Upgrade to Logitech MK270 Wireless Combo: Experience more freedom of movement with MK270 wireless keyboard and



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\$16⁴⁹

Get Fast, Free Shipping with Amazon Prime
FREE Returns

FREE delivery **Saturday, June 8** on orders shipped by Amazon over \$35

Or fastest delivery **Wednesday, June 5**. Order within 11 hrs 5 mins

Arrives before Father's Day

Delivering to New York 10003 - Update location

In Stock

Quantity: 1

Add to Cart

Buy Now

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Sold by Amazon.com
Returns Eligible for Return, Refund or Replacement within 30 days of receipt
Payment Secure transaction
See more

Add a gift receipt for easy returns

Add to List

Other sellers on Amazon

New & Used (6) from \$16³³
FREE Shipping on orders over \$35.00 shipped by Amazon.

3

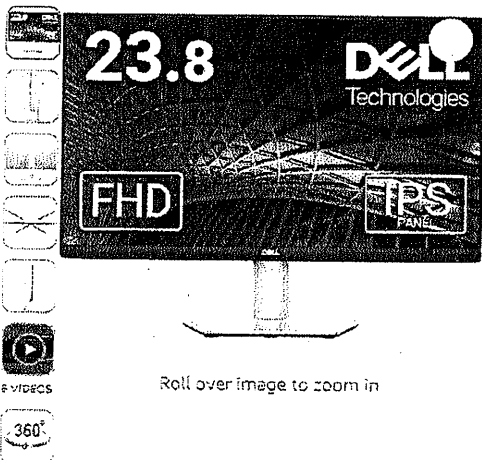
#49.47

IT/GIS Dept. Reviewed
Approved Not Approved
Green Duler

Shop now

Electronics > Computers & Accessories > Monitors

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Dell S2421HS Full HD 1920 x 1080, 24-Inch 1080p LED, 75Hz, Desktop Monitor with Adjustable Stand, 4ms Grey-to-Grey Response Time, AMD FreeSync, IPS Technology, HDMI, DisplayPort, Silver, 24.0" FHD

Visit the Dell Store
4.7 1,088 ratings | Search this page
Amazon's Choice in Computer Monitors by Dell

1K+ bought in past month

\$158.74

FREE Returns

Get \$10 off instantly: Pay \$148.74 ~~\$158.74~~ upon approval for the Amazon Store Card. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Shop Suggest Amazon ... 1 Applicable Promotion

Display Size: 24 Inches

24 Inches 27 inches

Style: S2421HS

S2421HS S2425HS S2721HS S2725HS

Brand Dell
Screen Size 24 Inches
Resolution FHD 1080p
Aspect Ratio 16:9
Screen Surface Matte
Description

About this item

- BEAUTIFUL LOOK:** An elegant desktop monitor with an adjustable stand has a modern design, allowing you to pivot, tilt and swivel for a comfortable viewing angle
- SEAMLESS SWITCHING:** Built-in HDMI connectivity ports keep your devices always plugged in and let you effortlessly switch between streaming and your PC
- CLEAR VIEWS WITH LESS DISTRACTION:** The three-sided ultrathin bezel design on this 24 inch LED monitor lets you enjoy superb screen clarity in 1920 x 1080 Full HD 1080p LED resolution
- CONSISTENT COLORS:** Get virtually seamless views with consistent colors across a wide angle 178°/178° viewing with In-Plane Switching (IPS) technology
- DELL SERVICES:** 1 Year Advanced Exchange Service and Premium Panel Exchange. Find one "bright pixel" and Dell will



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Try Prime and start saving today with fast, free delivery

Buy new: \$158.74

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Or fastest delivery Wednesday, June 5. Order within 11 hrs 6 mins

Delivering to New York 10005 - Update location

In Stock

Quantity: 1

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Ships from Amazon.com
Sold by Amazon.com
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Support Product support included
See more

Add a Protection Plan:

- 3-Year Protection for \$25.99
- 4-Year Protection for \$34.99
- Asurion Complete Protect: One plan covers all eligible past and future purchases (Renews Monthly Until Cancelled) for \$16.99/month
- Add a gift receipt for easy returns

Save with Used - Very Good

\$78.85

FREE delivery Saturday, June 8

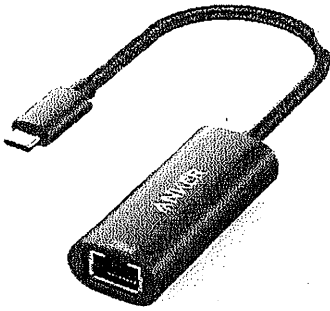
Ships from: Amazon
Sold by: Amazon Warehouse

8

\$1,269.92

IT/GIS Dept. Reviewed & Approved [] Not Approved
Celeem Hulse

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3

#119.97

Anker USB C to 2.5 Gbps Ethernet Adapter, PowerExpand USB C to Gigabit Ethernet Adapter, Aluminum Portable USB C Adapter, for MacBook Pro, MacBook Air 2018 and Later, iPad Pro 2018 and Later, XPS

Visit the Anker Store

4.3 323 ratings | [Search this page](#)

Amazon's Choice in USB Computer Network Adapters by Anker

1 sustainability feature

500+ bought in past month

~~\$39.99~~

FREE Returns

Get \$10 off instantly. Pay \$29.99 ~~\$39.99~~ upon approval for the Amazon Store Card. No annual fee.

Brand	Anker
Hardware Interface	USB, Ethernet
Color	Gray
Compatible Devices	Laptop
Product Dimensions	2.3"L x 0.9"W x 0.5"H

[See more](#)

About this item

- **The Anker Advantage:** Join the 65 million+ powered by our leading technology.
- **High-Speed Internet:** Connect to the internet via your USB-C device and enjoy high-speed, reliable internet up to 2.5 Gbps.
- **Plug and Play:** Just connect your Ethernet cable to the adapter and plug the adapter into your laptop for an instant connection.

Lightweight and Compact: The space-saving and portable design measures just over half an inch thick and weighs about the same as a AA battery.

What You Get: PowerExpand USB-C to 2.5 Gbps Ethernet Adapter, user guide, 18-month worry-free warranty, and friendly customer service.

[Report an issue with this product or seller](#)

Similar item to consider

Amazon's Choice

Amazon Basics Aluminum USB 3.1 Type-C to RJ45 Gigabit Ethernet Adapter, Grey, 2.07 x 0.81 x 0.6 inches

(1543)



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Delivery

Pickup

~~\$39.99~~

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Delivering to New York 10003 - [Update location](#)

In Stock

Quantity: 1

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Ships from **Amazon**

Sold by **AnkerDirect**

Returns Eligible for Return, Refund or Replacement within 90 days of receipt

Payment Secure transaction

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Add other items:

Anker Ultra Magnetic for iPhone 15 Pro Max Case with Sturdy 360° Ring Stand, Military-Grade Sh...
\$29.99 [Add to Cart](#)

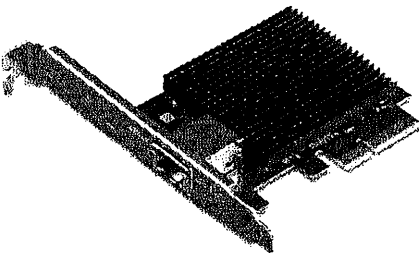
Anker Ultra Magnetic for iPhone 15 Pro Case with Sturdy 360° Ring Stand, Military-Grade Sh...
\$29.99 [Add to Cart](#)

Anker Screen Protector for iPhone 15 Pro Max, Bubble-and-Dust-Free iPhone HD Tempera...

IT/GIS Dept. Reviewed
Approved [] Not Approved
Colleen

Electronics > Computers & Accessories > Computer Components > Internal Components > Network Cards

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\$269.97

TRENDnet 10 Gigabit PCIe Network Adapter, Converts A PCIe Slot Into A 10G Ethernet Port, Supports 802.1Q Vlan, Includes Standard & Low-Profile Brackets, PCIe 2.0, PCIe 3.0, Silver, TEG-10GECTX

Visit the TRENDnet Store
4.2 229 ratings | Search this page
50+ bought in past month

\$89.99

FREE Returns

Get \$10 off instantly: Pay \$79.99 ~~\$89.99~~ upon approval for the Amazon Store Card. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Amazon ... 1 Applicable Promotion

Brand	TRENDnet
Hardware Interface	Ethernet
Color	Silver
Compatible Devices	Desktop
Product	7"L x 6"W x 2"H

See more

About this item

- HARDWARE INTERFACE:** 1 x 10Gbps RJ-45 Ethernet port (Supported Speeds: 10Gbps / 5Gbps / 2.5Gbps / 1Gbps / 100Mbps), PCIe 3.0 x4 interface, LED indicators
- PCI EXPRESS:** This 10GbE PCIe card converts a PCIe 2.0 or 3.0 x4 slot into a 10G Ethernet Port
- 10G PORT:** 10G PCIe card adapter supports speeds: 10Gbps, 2.5Gbps, 1Gbps
- ETHERNET SUPPORT:** 2.5/5GBASE-T specification (802.3bz) supports 2.5G and 5G speeds over standard Cat5e cables at distances up to 100m
- COMPATIBLE OPERATING SYSTEMS:** The 10G adapter is compatible with Windows, Windows Server. Windows 10,8.1,8, Windows Server 2016,2012,2012 R2
- BRACKETS INCLUDED:** The network adapter supports most installations and standard and low-profile brackets are included
- COMPLIANT STANDARDS:** IEEE 802.3u; IEEE 802.3ab; IEEE 802.3bz 2.5G/5GBASE-T; IEEE 802.3an 10GBASE-T; IEEE 802.1Q
- NDA / TAA compliant (U.S. and Canada only)**

IT/GIS Dept. Reviewed
 Approved Not Approved
Cellen H...



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Delivery Pickup

Buy new:

\$89.99

FREE Returns

FREE delivery **Saturday, June 8**

Or fastest delivery **Wednesday, June 5.** Order within 11 hrs 7 mins

Arrives before Father's Day

Delivering to New York 10005 - Update location

In Stock

Quantity: 1

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Buy Now

Ships from Amazon.com
Sold by Amazon.com
Returns Eligible for Return, Refund or Replacement within 30 days of receipt
Payment Secure transaction
See more

Add a gift receipt for easy returns

Save with Used - Good

\$62.99

\$9.99 delivery June 7 - 11

Ships from: TRENDnet-Direct
Sold by: TRENDnet-Direct

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Other sellers on Amazon

Report an issue with this product or seller

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

#6h

**APPROVAL - BUDGETARY AMENDMENT (24A055) - SHERIFF'S DEPARTMENT/ UTILIZE
 FEDERALLY SEIZED ASSET FORFEITURE FUNDS**

WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A055) to use Federally Seized Asset Forfeiture Funds to purchase Crime Scene Camera Equipment and a FARO Laser Scanner to be used by the Bureau of Criminal Investigation; and
 WHEREAS, this equipment will permit advanced analysis of crime scenes, permitting the creation of a 3D model for review and inquiry; and
 WHEREAS, any unused funds from these purchases will be deposited back into the Sheriff's Federal Seized Asset Reserve account; and
 WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it
RESOLVED, that the following budgetary amendment be made:

Increase Revenues:	Sheriff BCI – Proceeds of Seized Assets	
32311000 427151		100,379.07
Increase Expenses:	Sheriff BCI	
32311000	Other Equipment	58,610.00
52680	Other Equipment	1,200.00
52180	Machine Maintenance	10,710.00
54510	Software Accessories	610.00
54782	Computer Equipment	5,590.00
52630	Education & Training	11,428.13
54640	Supplies & Materials	1,610.00
54410	Licensing	5,500.00
54783	Machine Maintenance	4,900.00
54510	Postage	220.94
54314		<u>100,379.07</u>
	2024 Fiscal Impact – 0 –	
	2025 Fiscal Impact – 0 –	

Legislator Addonizio _____
 Legislator Castellano _____
 Legislator Crowley _____
 Legislator Ellner _____
 Legislator Gouldman _____
 Legislator Montgomery _____
 Legislator Nacerino _____
 Legislator Sayegh _____
 Chairman Jonke _____

MICHAEL LEWIS
Commissioner Of Finance



cc: all
Prot
A+A

Reso

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

June 10, 2024

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

2024 JUN 11 PM 4: 10
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 request to amend the 2024 Putnam County Sheriff Department's budget:

Increase Revenues:

32311000 427151	Sheriff BCI – Proceeds of Seized Assets	<u>\$100,379.07</u>
-----------------	---	---------------------

Increase Expenses:

32311000	Sheriff BCI	
52680	Other Equipment	\$ 58,610.00
52180	Other Equipment	1,200.00
54510	Machine Maintenance	10,710.00
54782	Software Accessories	610.00
52630	Computer Equipment	5,590.00
54640	Education & Training	11,428.13
54410	Supplies & Materials	1,610.00
54783	Licensing	5,500.00
54510	Machine Maintenance	4,900.00
54314	Postage	220.94
		<u>\$100,379.07</u> ✓

2024 Fiscal Impact - 0
2025 Fiscal Impact - 0

Sheriff McConville requests the use of Federally Seized Asset Forfeiture funds to purchase crime scene camera equipment and a FARO laser scanner for use by the Bureau of Criminal Investigation. This equipment will permit advanced and enhanced analysis of crime scenes, permitting the creation of a 3D model for review and inquiry. Any unused funds from these purchases will be deposited back into the Sheriff's federal seized asset reserve account.

24A055

AUTHORIZATION:

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


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

<u>Date</u>	<u>Chairperson Audit/Designee: \$0 - \$10,000.00</u>
<u>Date</u>	<u>Audit & Administration Committee: \$10,000.01 - \$25,000.00</u>

	QUOTE 1	QUOTE 2	TOTAL
52680	41,860.00	16,750.00	58,610.00
54510	10,710.00		10,710.00
52180	1,200.00		1,200.00
54782	610.00		610.00
52630	5,590.00		5,590.00
54640	8,678.47	2,749.66	11,428.13
54410	1,610.00		1,610.00
54783	5,500.00		5,500.00
54510	4,900.00		4,900.00
54314	157.68	63.26	220.94
	<u>80,816.15</u>	<u>19,562.92</u>	<u>100,379.07</u>

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

June 10, 2024

TO: Ginny Nacerino, Chair, Protective Services
FROM: Sheriff Kevin McConville 
SUBJECT: Protective Services Committee Meeting, June 18, 2024,

The PCSO intends to utilize the Federally Seized Asset Forfeiture monies to purchase the following items:

These items are utilized by the Bureau of Criminal Investigation – Digital Evidence Lab personnel. As technology has advanced, the tools utilized by this Unit are essential in the digital aspect of criminal investigations and crime scene documentation.

- a. Performance Degradation
- b. Security vulnerabilities –
- c. Influence on Criminal Investigations –
- d. The BCI – Forensics Identification Unit seeks to purchase a FARO 360 – degree crime scene camera, allowing a crime scene to be reproduced with precise replication.
- e. The use of this technology simplifies and enhances law enforcement's ability to record and preserve crime scenes, while simultaneously improving accuracy.
- f. Remote camera system for use in criminal narcotics investigations, includes licensing fees.

Item # 1 –BCI / Forensic Computers – Budget Lines 32311000- 52630, 5213054782 (Network Adapter), 54782 (keyboard, mouse), 54782 Ethernet Adapter) 52630 Network Switch

This is to purchase IT reviewed and approved Forensic computers and components.
Compatibility issues,
Security Vulnerabilities, and
Reduced Analytical Capabilities.

The amount of the Transfer is \$74,712.33 which will have no Fiscal Impact on the PCSO or County Budget, and no costs added to the taxpayer.

Item # 2 – BCI /Crime Scene Camera Equipment Reproduction FARO Laser Scanner 32311000-52680, 5 Year Warranty 54510, Tripod Carbon Fiber 52180, Battery Pack 54782, VP Ready Notebook 52630, Training Course 54640, T3D Premium Kit 54410, Licensing 54782, and Zone 3D Expert 54510 CPO-Freestyle Faro 52680, Mobile Phone 52680, Battery Pack 52680, Battery dock 52680, 3D AC LS Focus Power Supply 52680, Scanner Training 54640

The purchase of this equipment, which has also been reviewed and approved by the IT Department, will permit advanced and enhanced analysis of crime scenes, permitting the creation of a 3D Model for review and inquiry.

The amount of this Transfer is ~~\$101,378.22~~ ^{100,379.07} which will have no Fiscal Impact on the PCSO or County Budget, and no costs added to the taxpayer.

Item # 3 –Cameras for investigative purposes – Budget Lines Camera and accessories 143110002640 and 143110005783.

The purchase of this equipment is to provide greater investigation and prosecution of narcotics involved investigations.

The amount of this Transfer is \$16,409.00 which will have no Fiscal Impact on the PCSO or County Budget, and no costs added to the taxpayer.

Item # 4 – Update on The Bus Patrol Program

For the Month of May 2024:
661 Citations Reviewed
603 Citations Approved
Approval Rate of 91.2%

Tickets Mailed 488
In State 79.7%
Hearings Requested 10

The expenditure involved totals \$192,499.55 and all devices, software and hardware have been reviewed and approved by the Putnam County IT Department.

The use of the Federal Seized Asset Funds will have no fiscal impact on the PCSO nor the County Budgets.

The expenditure results in a cost savings to the taxpayer.



#2

FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

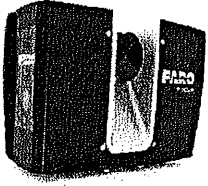
Account Manager: Bob Zink
Email: bob.zink@faro.com
Sales Support: Jody Westfall
Contact Person: Thomas Lindert

Quotation No: 02290827
Quotation Date: 03/27/2024
Expiration Date: 06/30/2024

Bill To: Putnam County Sheriff (NY) 3 County Ctr Carmel, NY, 10512-1323 US	Ship To: Putnam County Sheriff (NY) Carmel, United States 3 County Ctr Carmel, NY, 10512-1323 US
---	--

Lead Time: 2-6 weeks
Ship: Express Premium
Payment Terms: 30 Days net
Delivery Terms: Ex Works

Notes:

UNIT COSTS					
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
LS9-HU 	FARO Focus Premium USA Laser Scanner Focus Premium ships with: 1x Focus Premium scanner head, 1x Status Indicator, 1x Quick Release, 1x Power Block Battery, 1x Battery Power Dock, 1x Power Supply, 1x 64GB High-Speed SD Card and reader, 1x rugged transport case, 1x calibration certificate, 1x quick start guide, manufacturer warranty	1	\$ 43,990.00	\$ 2,130.00	\$ 41,860.00

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

Continued

Quotation No: 02290827



SVZ-SCN-Y5	FOCUS Premium Complete Care - Year 5 Complete care coverage for Focus Premium scanners. Includes parts and labor for repairs and annual cleaning and calibration. Covers through year 5 from point of sale.	1	\$ 11,700.00	\$ 990.00	\$ 10,710.00
ACCS8032	3D_AC_LS Standard Carbon Fiber Tripod Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	1	\$ 1,300.00	\$ 100.00	\$ 1,200.00
ACCS-PWR-0014	Focus Battery Power Block Power Block battery for Focus laser scanner and Freestyle.	1	\$ 610.00	\$ 0.00	\$ 610.00
COMP0123X64	VR Ready Notebook High-end notebook computer. Contact your FARO representative for current specifications.	1	\$ 5,930.00	\$ 340.00	\$ 5,590.00

IT/GIS Dept. Reviewed
 Approved Not Approved
Debra Durr

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	1	\$ 9,610.00	\$ 931.53	\$ 8,678.47	
ACCSS0285	T3D Premium M Kit	1	\$ 1,690.00	\$ 80.00	\$ 1,610.00	
SSA0900-3Y	 SCENE	SSA0900-Scene SCENE. New License. Includes standard maintenance. License containers sold separately. Contract Date: 09/26/2023 - 09/26/2026	1	\$ 5,850.00	\$ 350.00	\$ 5,500.00
SOFTL0001	Single User Soft Lock	1	\$ 0.00	\$ 0.00	\$ 0.00	
SSA51007-3Y	 3D Zone Expert	SSA51007-FARO Zone 3D Expert Contract Date: 09/26/2023 - 09/26/2026	1	\$ 5,280.00	\$ 380.00	\$ 4,900.00

Check Payments:
 FARO Technologies, Inc.
 PO Box 116908
 Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
 Electronic Payments:
 FARO Technologies, Inc.
 ABA: 061000104
 Swift Nbr: SNTRUS3A
 USD Account #: 1000009578609

Phone No: 407-333-9911
 www.faro.com
 Nasdaq: FARO

Continued
 Quotation No: 02290827

SOFTL0001	Single User Soft Lock	1	\$ 0.00	\$ 0.00	\$ 0.00
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RECURRING COSTS					
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	DISCOUNT	SUBTOTAL

Total Unit Price:	\$ 85,960.00
Total Recurring Costs:	\$ 0.00
Total Discount:	-\$ 5,301.53
Sub Total:	\$ 80,658.47
Shipping & Handling:	\$ 157.68
Total Excluding Tax:	\$ 80,816.15
Total Taxes:	\$ 0.0

Total Due: (USD)	\$ 80,816.15
-------------------------	---------------------

Check Payments:
 FARO Technologies, Inc.
 PO Box 116908
 Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
 Electronic Payments:
 FARO Technologies, Inc.
 ABA: 061000104
 Swift Nbr: SNTRUS3A
 USD Account #: 1000009578609

Phone No: 407-333-9911
 www.faro.com
 Nasdaq: FARO

Continued

Quotation No: 02290827

****Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____ Print: _____

Title: _____ Date: _____

Accounts Payable Name: _____ Email: _____

Do you require a PO number to be referenced on the invoice () No () Yes - PO #: _____

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

Continued

Quotation No: 02290827

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):
<https://www.faro.com/terms/>

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings
[https://knowledge.faro.com/Essentials/Hardware/Compensation Calibration and Certification Standards for FARO Devices](https://knowledge.faro.com/Essentials/Hardware/Compensation%20Calibration%20and%20Certification%20Standards%20for%20FARO%20Devices)

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Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO



FARO Technologies Inc
 125 Technology Park, Lake Mary FL
 32746-6204
 Phone No: 407-333-9911

Account Manager: Bob Zink
Email: bob.zink@faro.com
Sales Support: Jody Westfall
Contact Person: Thomas Lindert

Quotation No: 02290828
Quotation Date: 03/27/2024
Expiration Date: 06/30/2024

Lead Time: 2-6 weeks
Ship: Express Premium
Payment Terms: 30 Days net
Delivery Terms: Ex Works

Bill To:	Ship To:
Putnam County Sheriff (NY) 3 County Ctr Carmel,NY,10512-1323 US	Putnam County Sheriff (NY) Carmel,United States 3 County Ctr Carmel,NY,10512-1323 US

Notes:

UNIT COSTS					
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
900-000119-000-CPO	CPO-Freestyle2.5Faro CPO-Freestyle2.5Faro	1	\$ 15,410.00	\$ 810.00	\$ 14,600.00
ACCS58039	3D_AC_FS2_Mobile_Phone High-end Smartphone compatible with FARO® Cobalt Detail 3D.	1	\$ 870.00	\$ 50.00	\$ 820.00
ACCS-PWR-0014	Focus Battery Power Block Power Block battery for Focus laser scanner and Freestyle.	1	\$ 610.00	\$ 0.00	\$ 610.00

Check Payments:
 FARO Technologies, Inc.
 PO Box 116908
 Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:
 FARO Technologies, Inc.
 ABA: 061000104
 Swift Nbr: SNTRUS3A
 USD Account #: 1000009578609

Phone No: 407-333-9911
 www.faro.com
 Nasdaq: FARO

Continued

Quotation No: 02290828

ACCS-PWR-0013	3D_AC_LS_FocusS Battery Power Dock Power Dock charging cradle for Focus laser scanner.	1	\$ 610.00	\$ 0.00	\$ 610.00
ACCS-PWR-0010	3D_AC_LS_FocusS 90W Power Supply Power supply for Focus laser scanner S, M, S Plus	1	\$ 120.00	\$ 10.00	\$ 110.00
TR-AS-SCN-O	Scanner Tr. AS-Customer Site. One day hands-on Scanner training session to help solve customer specific applications. Customer site trainings are designed for up to four people to ensure proper transfer of knowledge and understanding. Price per class.	1	\$ 3,050.00	\$ 300.34	\$ 2,749.66

RECURRING COSTS					
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	DISCOUNT	SUBTOTAL

Total Unit Price: \$ 20,670.00
Total Recurring Costs: \$ 0.00
Total Discount: -(\$ 1,170.34)
Sub Total: \$ 19,499.66
Shipping & Handling: \$ 63.26
Total Excluding Tax: \$ 19,562.92
Total Taxes: \$ 0.00

IT/GIS Dept. Reviewed
 Approved Not Approved
Allen Hiller

Check Payments:
 FARO Technologies, Inc.
 PO Box 115908
 Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:
 FARO Technologies, Inc.
 ABA: 061000104
 Swift Nbr: SNTRUS3A
 USD Account #: 1000009578609

Phone No: 407-333-9911
 www.faro.com
 Nasdaq: FARO

Continued

Quotation No: 02290828

Total Due: (USD)

\$ 19,562.92

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

Confidential

FARO

Continued

Quotation No: 02290828

****Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____ Print: _____

Title: _____ Date: _____

Accounts Payable Name: _____ Email: _____

Do you require a PO number to be referenced on the invoice () No () Yes - PO #: _____

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

Continued

Quotation No: 02290828

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You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings
[https://knowledge.faro.com/Essentials/Hardware/Compensation Calibration and Certification Standards for FARO Devices](https://knowledge.faro.com/Essentials/Hardware/Compensation%20Calibration%20and%20Certification%20Standards%20for%20FARO%20Devices)

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

#62

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg. _____
Seconded By _____ Special Mtg. _____

**APPROVAL - BUDGETARY AMENDMENT (24A056) - SHERIFF'S DEPARTMENT - UTILIZE
FEDERALLY SEIZED ASSET FORFEITURE FUNDS**

WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A056) to use Federally Seized Asset Forfeiture Funds to purchase Cameras and Accessories to be used by the Narcotics Division to enhance their investigation and aid in the prosecution of narcotics related cases; and

WHEREAS, any unused funds from these purchases will be deposited back into the Sheriff's Federal Seized Asset Reserve account; and

WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it
RESOLVED, that the following budgetary amendment be made:

Increase Revenues:

14311000 427151 Sheriff Narcotics – Proceeds of Seized Assets 16,291.00

Increase Expenses:

14311000	Sheriff Narcotics	
52640	Audio-Visual Equipment	10,411.00
54783	Licensing	<u>5,880.00</u>
		16,291.00

2024 Fiscal Impact – 0 –
2025 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____

MICHAEL LEWIS
Commissioner Of Finance



cc:all
Prot
A+A

Reso

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

June 10, 2024

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

2024 JUN 11 PM 4:10
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 request to amend the 2024 Putnam County Sheriff Department's budget:

Increase Revenues:

14311000 427151 Sheriff Narcotics – Proceeds of Seized Assets \$ 16,291.00

Increase Expenses:

14311000	Sheriff Narcotics	
52640	Audio-Visual Equipment	\$ 10,411.00
54783	Licensing	<u>5,880.00</u>
		<u>\$ 16,291.00</u> ✓

2024 Fiscal Impact - 0
2025 Fiscal Impact - 0

Sheriff McConville requests the use of Federally Seized Asset Forfeiture funds to purchase cameras and accessories for use by the Narcotics division to enhance their investigation and aid in the prosecution of narcotics related cases. Any unused funds from these purchases will be deposited back into the Sheriff's federal seized asset reserve account.

AUTHORIZATION:

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

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


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

24A056

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

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

June 10, 2024

TO: Ginny Nacerino, Chair, Protective Services
FROM: Sheriff Kevin McConville 
SUBJECT: Protective Services Committee Meeting, June 18, 2024,

The PCSO intends to utilize the Federally Seized Asset Forfeiture monies to purchase the following items:

These items are utilized by the Bureau of Criminal Investigation – Digital Evidence Lab personnel. As technology has advanced, the tools utilized by this Unit are essential in the digital aspect of criminal investigations and crime scene documentation.

- a. Performance Degradation
- b. Security vulnerabilities –
- c. Influence on Criminal Investigations –
- d. The BCI – Forensics Identification Unit seeks to purchase a FARO 360 – degree crime scene camera, allowing a crime scene to be reproduced with precise replication.
- e. The use of this technology simplifies and enhances law enforcement's ability to record and preserve crime scenes, while simultaneously improving accuracy.
- f. Remote camera system for use in criminal narcotics investigations, includes licensing fees.

Item # 1 –BCI / Forensic Computers – Budget Lines 32311000- 52630, 5213054782 (Network Adapter), 54782 (keyboard, mouse), 54782 Ethernet Adapter) 52630 Network Switch

This is to purchase IT reviewed and approved Forensic computers and components.
Compatibility issues,
Security Vulnerabilities, and
Reduced Analytical Capabilities.

The amount of the Transfer is \$74,712.33 which will have no Fiscal Impact on the PCSO or County Budget, and no costs added to the taxpayer.

24A055

Item # 2 – BCI /Crime Scene Camera Equipment Reproduction FARO Laser Scanner 32311000-52680, 5 Year Warranty 54510, Tripod Carbon Fiber 52180, Battery Pack 54782, VP Ready Notebook 52630, Training Course 54640, T3D Premium Kit 54410, Licensing 54782, and Zone 3D Expert 54510 CPO-Freestyle Faro 52680, Mobile Phone 52680, Battery Pack 52680, Battery dock 52680, 3D AC LS Focus Power Supply 52680, Scanner Training 54640

The purchase of this equipment, which has also been reviewed and approved by the IT Department, will permit advanced and enhanced analysis of crime scenes, permitting the creation of a 3D Model for review and inquiry.

The amount of this Transfer is ^{100,379.07}~~\$101,378.22~~ which will have no Fiscal Impact on the PCSO or County Budget, and no costs added to the taxpayer.

24A056

Item # 3 –Cameras for investigative purposes – Budget Lines Camera and accessories 143110002640 and 143110005783.

The purchase of this equipment is to provide greater investigation and prosecution of narcotics involved investigations.

The amount of this Transfer is ^{\$ 16,291.00}~~\$16,409.00~~ *licensing quote reduced* which will have no Fiscal Impact on the PCSO or County Budget, and no costs added to the taxpayer.

Item # 4 – Update on The Bus Patrol Program

For the Month of May 2024:
661 Citations Reviewed
603 Citations Approved
Approval Rate of 91.2%

Tickets Mailed 488
In State 79.7%
Hearings Requested 10

The expenditure involved totals \$192, 499.55 and all devices, software and hardware have been reviewed and approved by the Putnam County IT Department.

The use of the Federal Seized Asset Funds will have no fiscal impact on the PCSO nor the County Budgets.

The expenditure results in a cost savings to the taxpayer.



Keith Puhekker

Putnam County Sheriff's Department
3 County Center
Carmel, NY 10512

6/6/2024

Dear Keith Puhekker,

Warranty:

1. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
2. Should any defects develop during the warranty period due to equipment failure, Digital Surveillance Solutions shall send to the manufacturer to revert to working order at no expense to Putnam County Sheriff's Department.
3. Any painted over serial numbers will not be accepted for warranty claim by the manufacturer.

Warranty exclusions:

1. System abuse or misuse.
2. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
3. Environmental conditions required by hardware manufacturers will be maintained by Putnam County Sheriff's Department for the term of the system warranty. If environmental conditions required by manufacturer are not maintained, repairing damage to equipment will be at the expense of the Putnam County Sheriff's Department.

Exchange Return Policy

1. Return Product(s) are subject to a ten percent (10%) restocking fee if not returning for the following reasons - return of defective items and/or delivery of the wrong items.
2. Please email Jessica Pitarresi a confirmation that you have received your order correctly or report any errors in the delivery. If email is not received within 60 days no returns or exchanges will be accepted.

I appreciate the opportunity to submit this proposal. If you have any questions, or comments, or require further details, feel free to contact me.

Best Regards,

Jessica Pitarresi
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225



digital surveillance solutions

State Contract Name

Prepared For:

Keith Puhekker
 Putnam County Sheriff's Department
 3 County Center
 Carmel, NY 10512
 United States
 Keith.Puhekker@putnamcountyny.gov

Prepared By:

Jessica Pitarresi
 Digital Surveillance Solutions, Inc.
 485 Cayuga Road
 Buffalo, NY 14225
 jessicap@dssvideo.com
 716-597-0369

Quote #	Sales Rep	Payment Terms	State Contract
DSSQ5986	Jessica Pitarresi	30	PT68787

Item Number	Description	Qty	Unit Price	Total Price
Mx-S74A	Mobotix S74 Body for 4 Sensor- and Functional Modules	1	\$805.00	\$805.00
Mx-F-S7A-RJ45	Mobotix S74 Network slide in board with RJ45 socket	1	\$112.50	\$112.50
Mx-O-M7SA-8D080	Mobotix 60° 4K Day Sensor Module WIDE	2	\$312.00	\$624.00
Mx-A-S7A-CBL02-AN	Mobotix Sensor cable 2m for S7x straight-angled	2	\$55.00	\$110.00
Mx-M-PTMA	Mobotix PTMount S7x, white	2	\$75.00	\$150.00
SVP-14127	DDB Unlimited Pole/Wall Small Box 14"H X 12"W X 7"D	1	\$482.00	\$482.00
F15-115T	DDB Unlimited 110 VOLTS, SINGLE FAN KIT WITH ADJUSTABLE THERMOSTAT	1	\$148.00	\$148.00
MB01-19005GB-GA	Cradlepoint 1-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem, 4FF SIM optional but not included), no AC power supply or antennas, Global	1	\$1,899.05	\$1,899.05
MB-RX30-POE	Cradlepoint R1900 Managed Accessory - PoE Switch	1	\$284.99	\$284.99
170869-000	Cradlepoint Power Supply, 12V, Small 2x2 C8 (C7 line cord not include), -30C to 70C; Used with R1900, IBR1700, IBR900, R500-PLTE	1	\$42.74	\$42.74
170623-001	Cradlepoint Line Cord, 125V C7 1.8M (North America Type A); Used with 170869-000	1	\$12.34	\$12.34
Mx-M73A-RJ45	Mobotix M73 Body with RJ45 Connector Box (white)	1	\$1,089.00	\$1,089.00
Mx-O-M7SA-8D280	Mobotix 15° 4K Day Sensor Module TELE	1	\$312.00	\$312.00
Mx-O-M7SA-8L280	Mobotix 15° 4K LPF Sensor Module TELE	1	\$406.00	\$406.00

Item Number	Manufacturer	Description	Qty	Unit Price	Total Price
Mx-F-IRA-T	Mobotix	M73 IR Light Module for Tele Lens (15° - 30°)	1	\$188.00	\$188.00
MX-OPT-CBL-LAN-1	Mobotix	Ethernet Patch Cable, 1 m	1	\$10.80	\$10.80

SUBTOTAL	\$6,676.42
TAXES	\$0.00
DISCOUNTS	\$0.00
TOTAL	\$6,676.42

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

To accept this proposal, sign here and return: _____

Signature

Date



digital surveillance solutions

Keith Puhekker

Putnam County Sheriff's Department
3 County Center
Carmel, NY 10512

6/6/2024

Dear Keith Puhekker,

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2. Please email Jessica Pitarresi a confirmation that you have received your order correctly or report any errors in the delivery. If email is not received within 60 days no returns or exchanges will be accepted.

I appreciate the opportunity to submit this proposal. If you have any questions, or comments, or require further details, feel free to contact me.

Best Regards,

Jessica Pitarresi
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225



Company Address 6721 Columbia Gateway Dr. Suite 400
Columbia, Maryland 21046
United States

Expiration Date 6/28/2024

Created Date 6/11/2024

Quote Number 00005453

Prepared By Robert Reid
Phone (301) 642-0995
Email rreid@rekor.ai

Bill To Name Putnam County Sheriffs Department - NY
Bill To 3 County Ctr
Carmel, New York 10512
United States

Ship To Name Putnam County Sheriffs Department - NY
Ship To United States

Product Code	Product	Quantity	Sales Price	Total Price
PSG-US-ANN	Annual Software Maintenance (US)	2.00	\$1,940.00	\$3,880.00
PSG-PER-US	Rekor Scout (Perpetual US)	2.00	\$1,000.00	\$2,000.00

Totals

Subtotal	\$5,880.00
Discount	0.00%
Total Price	\$5,880.00
Grand Total	\$5,880.00

Privacy and Terms

In any given 30-day period, up to 15 gigabytes of high-definition video may be downloaded through the video clip and download feature. Additional data downloads may be purchased in 15 gigabyte increments, which will be billed at a rate of \$75 per month.

For a full copy of the terms and conditions, please visit this link: [Terms](#)

Signature

- Software license/key(s) will be issued once payment is received

Signature: _____

Date: _____

Title: _____



digital surveillance solutions

Non Contract Items

Prepared For:

Keith Puhekker
Putnam County Sheriff's Department
3 County Center
Carmel, NY 10512
United States
Keith.Puhekker@putnamcountyny.gov

Prepared By:

Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessicap@dssvideo.com
716-597-0369

Order #	Sales Rep	Payment Terms	Due Date
DSSQ5984	Jessica Pitarresi	30	7/6/2024

Item Number	Description	QTY	Unit Price	Total Price
WMM4G-6-60-5SP	Panorama Antenna - cellular - 6 - 9 dBi - directional - wall-mountable, mast, flush mount, screw mount, bolt mount	1	\$397.00	\$397.00
SDSQUAC-1T00-AN6MA	Sandisk SanDisk Ultra 1 TB UHS-I microSDXC - 120 MB/s Read - 10 Year Warranty U1 A1 CARD+ADAP	1	\$119.00	\$119.00
SDSQUAC-1T00-AN6MA	Sandisk SanDisk Ultra 1 TB UHS-I microSDXC - 120 MB/s Read - 10 Year Warranty U1 A1 CARD+ADAP	1	\$119.00	\$119.00
945-13730-0050-000	Nvidia Jetson AGX Orin 64GB Developer Kit	1	\$2,298.85	\$2,298.85
MZ-V9P2T0B/AM	Samsung 2TB 990 PRO PCIe Gen.4 X4 NVMe 2.0 M.2 (2280)	1	\$249.99	\$249.99
Shipping	Shipping Shipping/Freight	1	\$550.00	\$550.00

SUBTOTAL	\$3,733.84
SALES TAX	\$0.00
Original Item Price	\$0.00
TOTAL	\$3,733.84

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

To accept this proposal, sign here and return: _____

Signature

Date

#6j

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

APPROVAL - BUDGETARY AMENDMENT (24A057) - SHERIFF'S DEPARTMENT - SHERIFF RESPONSE TEAM (SRT)

**WHEREAS, the Putnam County Sheriff has requested a budgetary amendment (24A057) to recognize additional revenue for the SRT Program; and
WHEREAS, the Protective Services Committee and the Audit & Administration Committee have reviewed and approved said budgetary amendment; now therefore be it RESOLVED, that the following budgetary amendment be made:**

Increase Estimated Revenue:
17311000 422601 10102 Sheriff Patrol – Outside Serv-Callouts 15,709

Increase Estimated Appropriations:
17311000 51093 10102 Sheriff Patrol – Overtime-Callouts 14,593
17311000 58002 10102 Sheriff Patrol – FICA-Callouts 1,116
15,709

**2024 Fiscal Impact – 0 –
2025 Fiscal Impact – 0 –**

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____

MICHAEL LEWIS
COMMISSIONER OF FINANCE



Prot. CC: Reso
Audit

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Sheila M. Barrett, First Deputy Commissioner of Finance *OMB*
Re: Budgetary Amendment - **24A057**
Date: June 11, 2024

At the request of the Sheriff's Department, the following budgetary transfer is required.

Increase estimated revenue:

17311000.422601.10102 Sheriff Patrol -Outside Services Callouts \$15,709

Increase estimated appropriations:

17311000.51093.10102 Sheriff Patrol - Overtime - Callouts \$ 14,593
17311000.58002.10102 Sheriff Patrol - FICA - Callouts \$ 1,116
\$ 15,709

Fiscal Impact - 2024 - \$ 0
Fiscal Impact - 2025 - \$ 0

This Resolution is required to recognize additional revenue for SRT Program.

SRT - Sheriff Response Team

Approved:

Kevin M. Byrne
County Executive

2024 JUN 12 PM 12: 25
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY



PUTNAM COUNTY VOUCHER

SHIP AND BILL TO:
 DEPARTMENT: County of Putnam
 ADDRESS: 40 Gleneida Ave
Carmel, NY 10512

VENDOR NUMBER: 10495

CLAIMANT NAME AND ADDRESS: Putnam County Sheriff's Dept. 3 County Center Carmel, New York 10512	ORG CODE	OBJECT CODE	PROJECT CODE	AMOUNT
	10364501	54646	10200	\$27,708.74

LIST ALL INVOICE NUMBERS AND ATTACH ALL ORIGINAL INVOICES AND RECEIPTS

INVOICE DATE	INVOICE #	DESCRIPTION	CONTRACT #	UNIT PRICE	AMOUNT
1/1/24-3/31/24		SRT TRAINING - SHSP GRANT <i>(Sheriff Response Team)</i>	C190164	\$27,708.74	\$27,708.74
TOTAL					\$27,708.74

CLAIMANT'S CERTIFICATION

I, Thomas Lindert CERTIFY THAT THE ABOVE ACCOUNT IN THE AMOUNT OF \$ 27,708.74 IS TRUE AND CORRECT; THAT THE ITEMS, SERVICES AND DISBURSEMENTS CHARGED WERE RENDERED TO OR FOR THE COUNTY OF PUTNAM ON THE DATES STATED; THAT NO PART HAS BEEN PAID OR SATISFIED, AND THAT THE AMOUNT CLAIMED IS ACTUALLY DUE.

DATE 5/30/24 SIGNATURE *[Signature]* TITLE Undersheriff

DEPARTMENT APPROVAL THE ABOVE SERVICES WERE RENDERED OR FURNISHED TO THE COUNTY OF PUTNAM ON THE DATE STATED AND THE CHARGES ARE CORRECT.	APPROVAL FOR PAYMENT AUDITED BY: _____ DATE: _____
_____ DATE AUTHORIZED OFFICIAL	

#6K

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL - GRANT APPLICATION - BUREAU OF EMERGENCY SERVICES – FY 2024
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM**

WHEREAS, Section 5-1(D)(1) of the Putnam County Code requires Legislative approval of all grant application and renewals that require County matching funds; and

WHEREAS, the Bureau of Emergency Services requested permission to apply for the FY2024 Emergency Management Performance Grant (EMPG) Program funding in the amount of \$39,382; and

WHEREAS, the funding is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA); and

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA; and

WHEREAS, the performance period for this grant is 36 months, from October 1, 2023 to September 30, 2026; and

WHEREAS, the grant application deadline is June 11, 2024; and

WHEREAS, matching funds must be treated as grant funds therefore any personnel used to meet the match requirement will need to meet the same training requirements as EMPG funded personnel; and

WHEREAS, matching funds will be offset by salaries; and

WHEREAS, the Protective Services Committee has reviewed and approved this request; now therefore be it

RESOLVED, that the Bureau of Emergency Services is authorized to apply for a \$39,382 grant from the NYS Homeland Security and Emergency Services under the FY2024 Emergency Management Performance Grant (EMPG) Program.

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____



PUTNAM COUNTY BUREAU OF EMERGENCY SERVICES



*cc:all
Prot Reso*

Kevin M. Byrne
County Executive

Robert A. Lipton
Commissioner of Emergency Services

Christopher E. Shields
Director of Emergency Management

J. Ralph Falloon
Deputy Commissioner of Emergency Services

Robert Cuomo
Director of Emergency Medical Services

MEMORANDUM

To: Ginny Nacerino, Chair, Protective Services
From: Robert A. Lipton, Commissioner
Re: June Protective Services Meeting
Date: May 29, 2024

I would like to add the FY2024 Emergency Management Performance Grant (EMPG) Program to the Protective Services agenda for June. The application deadline for this Grant is June 11, 2024.

Putnam County has received an allocation amount of \$39,382 under the FY2024 EMPG Program which is 50% matching funds required for this Grant. It will be used to offset salaries. The information package is attached.

Thank you.

2024 MAY 30 PM 12:01
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY



Homeland Security and Emergency Services

FY2024 Emergency Management Performance Grant (EMPG) Program Local Grant Program Guidance

Application Deadline: June 11, 2024 by 5:00 pm

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I. Program Overview, Objectives, and Priorities

Overview

The Fiscal Year (FY) 2024 Emergency Management Performance Grant (EMPG) Program is one of the grant programs that constitute DHS/FEMA's focus on all-hazards emergency preparedness, including the evolving threats and risks associated with climate change. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the goals noted in the DHS Strategic Plan, the EMPG program supports the goal to Strengthen Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) outlines a bold vision and three ambitious goals to address key challenges the agency faces during a pivotal moment in the field of emergency management. Wide-ranging and long term, the goals defined in the plan respond to the changing landscape in which we find ourselves. The goals to meet this challenge are:

- Goal 1 – Instill equity as a foundation of emergency management
- Goal 2 – Lead whole of community in climate resilience
- Goal 3 – Promote and sustain a ready FEMA and prepared nation

These goals complement the nation's growing expectations of the emergency management community. All EMPG Program applicants are encouraged to review the <https://www.fema.gov/about/strategic-plan> and consider how FY2024 EMPG Program funding can be used to support the Plan's goals and objectives as they apply to your jurisdiction's specific needs and the needs of the whole community.

Changes From FY2023

For FY2024, there are two new FEMA imposed requirements that applicants must comply with under the EMPG Program.

1. All applicants must work toward implementation of FEMA's National Qualification System (NQS) by developing an Implementation Plan using FEMA's two-page template by the end of calendar year 2024. Additional information on this requirement is available on Page 6 of this guidance.
2. If applicants are using FY2024 EMPG funds to conduct exercises, applicants shall include exercise objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS). Additional information on this requirement is available on Page 13 of this guidance.

Objectives

The FY2024 Local EMPG Program will provide funds to assist local emergency management agencies in the implementation of the National Preparedness System and the National Preparedness Goal (the Goal) of a secure and resilient nation.

To that end, program objectives include: 1) Building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process and other relevant information sources 2) Closing capability gaps that are identified in the state or territory's most recent SPR; and 3) Building continuity capabilities to ensure governmental essential functions and services resilience.

When developing priorities, applicants should consider the following national priorities, which correspond directly to the [2022-2026 FEMA Strategic Plan](#):

- Equity
- Climate Resilience
- Readiness

To the extent possible, equity considerations must be factored into all FY2024 EMPG Program-funded investments across all national priority areas. This is a requirement for FY2024. Climate resilience considerations will also be a continued area of focus for FY2025.

Additional information on these priorities, including examples of allowable activities, is available from FEMA at www.fema.gov/grants/preparedness/emergency-management-performance.

Local applicants should continue to use their CEPA assessment results to inform the development of projects for their local EMPG Program applications as local CEPAs are used by the State to inform the development of the THIRA. Other relevant information sources, such as: 1) after-action reports (AARs) following exercises and/or real-world events; 2) audit and monitoring findings; 3) Hazard Mitigation Plans; and/or 4) other deliberate planning products may also be used to inform local and State projects.

Period of Performance

The period of performance for FY2024 EMPG funds is 36 months, from October 1, 2023 to September 30, 2026. Although extensions to the period of performance may be granted by FEMA when, due to circumstances beyond the control of the applicant, activities associated with the award cannot be completed within the stated performance period, applicants should only propose projects that can and will be completed within the performance period.

SAFECOM

Applicants who receive awards under EMPG that wholly or partially provide funding for emergency communication projects and related activities must comply with the SAFECOM Guidance on Emergency Communications Grants. Additional information can be accessed online at:

<http://www.dhs.gov/safecom/funding>. In addition proposed communications investments must align to needs identified in the Statewide Communication Interoperability Plan (SCIP), which can be found at: <http://www.dhSES.ny.gov/oiec/plans-policies-guidelines/>, and coordinate the development of their communication investment with the Statewide Interoperability Coordinator (SWIC).

National Incident Management System (NIMS) Implementation

Applicants must ensure and maintain adoption and implementation of NIMS. **DHSES will engage applicants as needed to collect basic information required for NIMS certification.** If you have any questions regarding NIMS, please contact DHSES.NIMS@dhSES.ny.gov.

Incident management activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies). Utilization of the standardized resource management concepts, such as typing, credentialing, and inventorying, promotes a strong national mutual aid capability needed to support delivery of core capabilities. Applicants should manage resources purchased or supported with FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is available under <http://www.fema.gov/resource-management-mutual-aid>.

National Qualification System (NQS)

FY2024 EMPG Program applicants are required to work toward implementation of NQS by developing an Implementation Plan by the end of calendar year 2024. FEMA's two-page template for this plan is available on FEMA's [National Qualification System Supplemental Documents](#) page.

DHSES will, as necessary, collect data regarding the implementation of the NQS during the NIMS survey of applicants or through other appropriate means. The NQS Implementation Plan must be submitted to DHSES upon completion either by email to Grant.Info@dhSES.ny.gov or by uploading it as an attachment to your FY2024 EMPG quarterly reports.

II. Allowable Costs

Management and Administration (M&A)

Management and Administration (M&A) activities are those defined as directly relating to managing and administering the award, such as financial management and monitoring. It should be noted that salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities.

M&A costs are allowable for local EMAs. Local EMAs may retain and use up to five percent (5%) of the amount received from the State for local M&A purposes.

Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a methodical way to engage the whole community in the development of a strategic, operations, and/or community-based approach to preparedness.

EMPG Program funds may be used to develop or enhance emergency management planning activities. Some examples include:

Emergency Operations Plan (EOP)/Comprehensive Emergency Management Plan (CEMP)

- Maintaining a current EOP/CEMP that is aligned with guidelines set out in CPG 101 which is available in [Comprehensive Preparedness Guide \(CPG\) 101: Developing and Maintaining Emergency Operations Plans](#).
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

Communications Plans

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

Administrative Plans

- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community engagement/planning

- Developing or enhancing mutual aid agreements/compacts.

- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Integrating program design and delivery practices that ensure representation and services for under-represented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

Resource Management Planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans

Shelter and Evacuation Planning

- Developing/enhancing sheltering and evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations, sheltering, and re-entry

Recovery Planning

- Disaster housing planning, such as creating/supporting a state disaster housing task force and developing/enhancing state disaster housing plans
- Pre-event response, recovery, and mitigation plans in coordination with state, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Developing recovery plans and preparedness programs consistent with the principles and guidance in the National Disaster Recovery Framework (NDRF) that will provide the foundation for recovery programs and whole community partnerships.

Continuity Planning

Continuity planning and operations are an inherent element of each core capability. Continuity operations increase resilience and the probability that organizations can perform essential functions. FEMA develops and promulgates Federal Continuity Directives (FCDs) to establish continuity program and planning requirements for executive departments and agencies and Continuity Guidance Circulars (CGCs) for state, local, tribal, and territorial governments, non-governmental organizations, and private sector critical infrastructure owners and operators. This direction and guidance assist in developing capabilities for continuing the essential functions of federal, state, local, tribal, territorial governmental entities as well as the public/private critical infrastructure owners, operators, and regulators enabling them.

Presidential Policy 40, FCD 1, FCD 2, CGC 1, and CGC 2 outline the overarching continuity requirements and guidance for organizations and provide guidance, methodology, and checklists. For additional

information on continuity programs, guidance, directives, and available technical assistance, visit [Continuity Resources and Technical Assistance](#) and [National Continuity Programs](#).

Allowable continuity planning activities include the development of the following:

- Continuity of operations and Continuity of Government planning products for the continuance of essential functions and associated leadership;
- Risk-based needs assessments based on the THIRA to inform risk mitigation efforts to ensure the continuity of essential functions and associated leadership; and
- Public and private sector outreach and messaging regarding continuity resilience benefits and strategies.

Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (42 U.S.C. §§ 5121-5207), EMPG funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management including staffing Community Emergency Response Team (CERT) and Citizen Corps positions at the local levels in order to promote whole community engagement in all phases of emergency management; performing closeout activities on FEMA Disaster Assistance grants; staffing permanent technical advisors on children's needs at the local level, and supporting fusion center analysts who are directly involved in all-hazards preparedness activities as defined by the Stafford Act. Proposed staffing activities should be linked to accomplishing the activities outlined in the EMPG Work Plan.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Equipment

Allowable equipment categories for EMPG are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)

- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general-purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their DHSES Contracts Representative for clarification.

Applicants must analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase small Unmanned Aircraft System (sUAS) must comply with https://www.fema.gov/sites/default/files/documents/fema_policy-prohibited-controlled-equipment-fema-awards.pdf and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment. Requests for sUAS must be submitted to your DHSES Contracts Representative for pre-approval.

FEMA Policy #405-143-1

Please note that effective August 13, 2020, DHS/FEMA issued a policy and directive which prohibited expending any FEMA Award funds for covered Telecommunications Equipment or Services provided through certain entities for national security reasons. Please be sure to be mindful as you develop your telecommunication equipment projects and procure your grant funded equipment (e.g., communication, surveillance equipment – e.g., Unmanned Aerial Systems, etc.). If you have any questions, please reach out to your Contract Representative for clarification.

The policy can be found at [Prohibition on Certain Telecommunications Equipment Services](#).

Funding for Critical Emergency Supplies

Applicants may acquire critical emergency supplies such as: shelf stable products, water, and basic medical supplies are an allowable expense under the EMPG Program. Acquisition of critical emergency supplies requires FEMA approval of a five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Training

EMPG funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to the State's current, Multi-Year Integrated Preparedness Plan (IPP) that is developed through an annual Integrated Preparedness Planning Workshop (IPPW) and built from training gaps identified in the THIRA/SPR/CEPA process. Further guidance concerning the IPP and the IPPW can be found at [Preparedness Toolkit Program Management Templates](#). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses. Applicants are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. NIMS is also included in the curriculum of the EMI Basic Academy. The NIMS Training Program can be found at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Prior Approval Requirements

Any non-DHS training course to be supported with EMPG funds must be submitted in advance to DHSES for written approval. Attendance at conferences, workshops, and/or out-of-state travel for training opportunities will require prior approval from DHSES.

Allowable Training Costs

Training should:

- Foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level;
- Strengthen best practices; and
- Provide a path toward building sustainable resilience.

Allowable training-related costs include the following:

Funds Used to Develop, Deliver, and Evaluate Training: Includes costs related to administering training, such as planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-Year IPP and addressed in the training cycle.

Overtime and Backfill: The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government *and* from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

Travel: Travel costs (e.g., airfare, mileage, per diem, and lodging costs) are allowable as expenses by employees who are on travel status for official business related to approved training. International travel is not an allowable cost under this program unless approved in advance by FEMA.

Hiring of Full- or Part-Time Staff or Contractors/Consultants: Full- or part-time staff or contractors/consultants may be hired to support direct training-related activities. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.

Certification/Recertification of Instructors: Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Additional types of allowable training or training-related activities include, but are not limited to:

- Developing/enhancing systems to monitor training programs
- Conducting all-hazards emergency management training

- Attending EMI training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, territorial and tribal levels

Exercises

When applying EMPG funding to exercises, applicants shall include exercise objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS). Exercise objectives for public alert and warning should include practice of analysis and decision-making in sending an alert to the public; public alert message writing; procedures for coordination, review, and approval to send the alert; and practice in sending an alert through the IPAWS. Applicants should develop After-Action Reports and Improvement Plans following drills and exercises that identify gaps and successes and define changes to continue to improve their capabilities to alert the public during emergent incidents that present a risk to the safety of the people and property in their communities.

Allowable exercise-related costs include:

Funds Used to Design, Develop, Conduct and Evaluate Preparedness Exercises: This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise, including those for children and individuals with disabilities or access and functional needs, should be identified in the After-Action Report (AAR)/Improvement Plan (IP) and addressed in the exercise cycle.

Hiring of Full- or Part-Time Staff or Contractors/Consultants: Full- or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the unit(s) of local government and have the approval of the state or DHS/FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct, and evaluation of exercises. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327.

Overtime and Backfill: The entire amount of overtime costs, including payments related to backfilling personnel, that are the direct result of time spent on the design, development and

conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government *and* from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

Travel: Travel costs (e.g., airfare, mileage, per diem, lodging costs) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

Supplies: Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).

Homeland Security Exercise and Evaluation Program (HSEEP) Implementation: This refers to costs related to developing and maintaining an exercise program consistent with HSEEP. For more information on HSEEP, please refer to Exhibit A on page 29 of this guidance document.

Other Items: These costs are limited to items consumed in direct support of exercise activities, such as space/locations rentals for planning and conducting an exercise, equipment rentals, and the procurement of other essential nondurable goods. Applicants are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and nondurable goods purchased for installation and/or use beyond the scope of exercise conduct.

Construction and Renovation

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC) as defined by the State Administrative Agency (SAA) are allowable under the EMPG Program.

Written approval must be provided by FEMA through DHSES prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification, SF-424c, and SF-424d submitted through DHSES to their Regional FEMA Program Manager for review. Please contact your assigned DHSES Contracts Representative to obtain the form and for additional information and requirements for EOC construction.

The above examples are not intended to exclude other construction projects as potentially allowable costs. For example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, as described below in the guidance regarding advance written approval.

Additionally, any construction projects that are being funded through HSGP funding, must also comply with the Build America, Buy America Act (BABAA). The BABAA requires that no financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. Information with regards to this policy and its impact are available at:

https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

Environmental and Historic Preservation (EHP) Compliance

As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws, and executive orders, as applicable. Applicants proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed

project; otherwise, DHS/FEMA may not be able to fund the project due to non-compliance with EHP laws, executive order, regulations, and policies.

All applicants are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy 108-023-1. The EHP screening form can be found [here](#) and further EHP guidance can be found at <https://www.dhSES.ny.gov/environmental-planning-and-historic-preservation-ehp>.

Applicants proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, new construction including replacement of facilities, and some training activities, must participate in the FEMA EHP review process.

Applicants are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the applicant believes an Environmental Assessment (EA) may be needed, as defined in [Implementation of the National Environmental Policy Act](#), and [FEMA Directive 108-1 and FEMA Instruction 108-1-1](#), must also be identified through DHSES to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to DHSES by email to Grant.Info@dhSES.ny.gov.

Advance Approval Requirement

Advance written approval through DHSES from FEMA prior to the use of any annual EMPG Program funds for construction or renovation, including such activities at the applicant level. Such costs would need to fall within the scope of the recipient's final approved Work Plan, otherwise an updated Work Plan may be required. Such requests should be submitted in writing through DHSES to the applicable FEMA Regional Grant Program Office. FEMA's review and approval will involve both the regional office and FEMA Grant Programs Directorate.

Real Property Use and Disposition Requirements

Real property improved under a federal award fall under the 2 C.F.R. Part 200 guidance for real property. In accordance with 2 C.F.R. § 200.311, an applicant may only use real property acquired or improved under a federal award for the originally authorized purpose, as long as it is needed for that purpose, during which time the applicant must not dispose of or encumber its title or other interests. However, upon the end of that period where it needs the property for the originally authorized purpose

(i.e., the functional use of the property for which FEMA awarded the grant), the applicant will then dispose of the property in keeping with the requirements set forth in 2 C.F.R. § 200.311.

When a grant-funded property is no longer needed for the originally authorized purpose, the applicant (through the pass-through entity) must obtain disposition instructions from the cognizant FEMA Regional Administrator or the pass-through entity.

Construction of Communication Towers

When applying for funds to construct communication towers, applicants must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to FEMA prior to submitting materials for EHP review.

Davis-Bacon Act Compliance

EMPG Program recipients using funds for construction projects must comply with the Davis-Bacon Act and subsequent legislation (40 U.S.C. §§ 3141 et seq.). See 42 U.S.C. § 5196(j)(9). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Accessibility Compliance

EMPG Program recipients using funds to build or alter buildings must comply with accessibility requirements under the *Rehabilitation Act of 1973 and Architectural Barriers Act of 1968 (ABA)*, as well as the Americans with Disabilities Act (ADA), if applicable, to ensure individuals with disabilities have access to such buildings. Accessibility standards under the ABA and ADA are highly similar. Additional information regarding compliance with the *Architectural Barriers Act* is available at [Guide to the ABA](#).

Acquisition of Real Property

Acquisition of real property is permissible if such property is needed to support other allowable program costs or activities. Please contact your contract representative for additional information if you are proposing the acquisition of real property.

Advance Approval Requirement

Consistent with the requirements outlined above regarding construction activities, applicants must obtain advance written approval through DHSES from the cognizant FEMA Regional Administrator prior to obligating EMPG Program funds for acquisition of real property. Additionally, in cases of acquisition or improving real property, applicants are required to submit to DHSES a SF-429-B, Real Property Status Report, Attachment B providing details of the relevant property to be acquired.

Property Use, Reporting, and Disposition Requirements

The acquisition, use, and disposition of real property shall be subject to the provisions of 2 C.F.R. Part 200. In accordance with 2 C.F.R. Part 200, applicants are required to report on the status of the acquired property on an annual basis using SF-429-A Real Property Status Report, Attachment A (General Reporting). Such reporting shall continue as long as the property is being used for the originally authorized purpose. Please refer to [IB 458a](#) for additional guidance on disposition requirements.

Leasing of Real Property

Leasing of real property is permissible if the property is needed to support other allowable annual EMPG Program activities.

Advance Approval Requirement

Applicants must obtain advance written approval through DHSES from the cognizant FEMA Regional Administrator prior to obligating annual EMPG Program funds for the leasing of real property.

Allowable Period of Lease Expenses

In cases where a property will be leased and the lease will be paid in full or in part EMPG Program funds, any costs associated with the lease that are charged to an EMPG Program award must occur within the period of performance of the associated award(s). Real property lease costs must also comply with 2 C.F.R. Part 200.

Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA Grant Program Directorate's [Information Bulletin \(IB\) 379](#) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be: (1) in direct support of existing capabilities; (2) an otherwise allowable expenditure under the applicable grant program; (3) tied to one of the core capabilities in the five mission areas contained within the Goal, and; (4) shareable through the EMAC.

Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

EMPG Program funds may not be used for:

- Unallowable Equipment: Grant funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#) and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.
- Costs associated with hiring, equipping, training, etc. sworn public safety officers whose **primary** job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties
- Costs that supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program.
- Clothing used for everyday wear by emergency management employees or other personnel.

In general, applicants should consult with their DHSES Contract Representative prior to making any investment that does not clearly meet the allowable expense criteria established in this guidance.

Supplanting

Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose.

III. Application Linkages

Alignment of EMPG to the National Preparedness System

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the Goal. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal.

FEMA requires recipients to prioritize grant funding to demonstrate how EMPG Program-funded investments support 1) building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process and other relevant information sources, such as: i) after-action reports (AARs) following exercises or real-world events; ii) audit and monitoring findings; iii) Hazard Mitigation Plans; and/or iv) other deliberate planning products; and 2) closing capability gaps that are identified in the State's most recent SPR. To better understand the relationship between building capabilities and closing capability gaps, refer to [Comprehensive Preparedness Guide \(CPG\) 201: Threat and Hazard Identification and Risk Assessment \(THIRA\) and Stakeholder Preparedness Review \(SPR\) Guide](#).

FEMA continues to emphasize capabilities that address the greatest risks to the security and resilience of the United States. When applicable, funding should support deployable assets that can be used anywhere in the Nation through automatic assistance and mutual aid agreements, including, but not limited to, the Emergency Management Assistance Compact (EMAC).

The EMPG Program supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect our citizens, residents, visitors, and assets against the greatest threats and hazards;
- Mitigate the loss of life and property by lessening the impact of future disasters;
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; or
- Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

New York State utilizes its Critical Capabilities and the County Emergency Preparedness Assessment (CEPA) process to assess hazards, evaluate capabilities, and identify gaps in preparedness. New York State crosswalks the results of the CEPA process to meet the requirements of the THIRA and SPR for New York State.

Building and Sustaining Core Capabilities

Applicants must describe how proposed EMPG Program-funded projects will close capability gaps or sustain capabilities identified through the CEPA/THIRA/SPR process or other relevant information sources that identify capability needs.

IV. Required Activities:

a. New York State Requirement

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 applicants 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.

b. Mandatory Training:

All EMPG funded personnel and personnel used as match for the federal share shall complete and maintain proof of completion of the mandatory training courses required by the EMPG program. Funding personnel will need to attest to the completion of the mandatory training. A copy of the attestation form must be submitted along with your completed application, for applicable projects .

All EMPG funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IEP, all EMPG funded personnel (including full- and part-time state, local, tribal and territorial [SLTT] personnel funded by EMPG or matching funds) shall complete the following training requirements and maintain proof of completion:

- NIMS Training - Independent Study (IS) 100, IS 200, IS 700, and IS 800 (any versions).

AND

- The Independent Study courses identified in the Professional Development Series, **or** the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional, or other designated location.

Professional Development Series or FEMA Basic Academy		
Professional Development Series (PDS)	OR	Basic Academy
		Basic Academy Pre-requisites and Courses
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System*
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)- An Introduction*
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework. An Introduction*
IS-240.b Leadership and Influence		IS-230.d Fundamentals of Emergency Management*
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
	E/L104 Exercise Design	
	E/L105 Public Information & Warning	

*IS-100, IS-700, IS-800, and IS-230.d are pre-requisites that must be completed prior to enrolling in E/L101.

Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at: <https://training.fema.gov/empp/basic.aspx>. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

Where possible, program activities included in the EMPG Program are defined as broadly as possible to allow participants the flexibility to utilize funding for as many emergency management activities as possible. However, the completion of certain activities is required. Applicants are expected to show regular progress in meeting these mandatory training requirements through the quarterly reports.

If EMPG (or matching) funds are NOT used for salaries, the above training requirements do not apply.

c. Regional Coordination

To further promote regionalization, applicants are expected to regularly participate in local, regional, and statewide meetings with federal, state, and local agencies, the private sector, and not-for-profits, as appropriate.

V. Application Format and Content

Applications must be completed in the required format described below and submitted via email to the DHSES Grants Inbox at Grant.Info@dhses.ny.gov. **Applications that are not received by the due date of June 11, 2024, at 5:00 p.m. may not be considered for funding.**

Application Requirements

The period of performance of this grant is 36 months (October 1, 2023 – September 30, 2026). Applications should only include projects that can be completed by September 30, 2026.

Applicants must use the EMPG Application Worksheet (Microsoft Excel format spreadsheet) to submit all required information. Applications must be submitted to DHSES by emailing the EMPG application worksheet in Microsoft Excel (not pdf) format to Grant.Info@dhses.ny.gov.

Additionally, applicants must submit an attestation form to DHSES at the time of application for each EMPG Program funded employee (and those being used as match) for all EMPG Program required training courses that have not yet been submitted to DHSES.

- The Local EMPG Application Worksheet must include the following details:
 - Programmatic, fiscal, and signatory points of contact on the “Contact Information” tab (mandatory for all applicants)
- Staff and budget data for EMPG and non-EMPG funded staff on the “Personnel Data Table” tab (all fields are mandatory for all applicants)
- A roster of EMPG funded staff and other staff that are used as match, with training completed to date, on the “Staffing Roster & Training” tab. All fields on this form including salary information are required if staff are being funded by the EMPG Program or being used as match.
- A short narrative summary (250 words or less) of the proposed project for which Local EMPG funds will be used and budget information on the “Budget” tab (mandatory for all applicants).
- A completed Budget Tab with details for all projects.

Applicants are encouraged to consult with their DHSES Contract Representative at 1-866-837-9133 to discuss the eligibility of potential projects. For more information on allowable costs, please refer to ***Exhibit B: Allowable Cost Matrix.***

Cost Match

In FY2024, the federal share of funds made available under the program shall not exceed 50 percent (50%) of the total budget. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. FEMA administers the EMPG Program cost matching requirements in accordance with 2 C.F.R. §200.306.

To meet matching requirements, the applicant contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

Matching funds must be treated as grant funds therefore any personnel used to meet the match requirement will need to meet the same training requirements as EMPG funded personnel.

Contracting

DHSES will use the E-Grants system to contract with local applicants. Once the projects have been approved by DHSES, GPA staff will enter grant information into E-Grants and when complete, DHSES staff will contact the applicant's authorized point of contact to accept the certified assurances within the E-Grants system.

Minority and Women-Owned Businesses

Pursuant to New York State Executive Law Article 15-A, the New York State Division of Homeland Security and Emergency Services 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 New York State Division of Homeland Security and Emergency Services contracts. Minority and women-owned business enterprises can be readily identified on the directory of certified businesses at: <https://ny.newnycontracts.com/>.

All qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

Consistent with 2 CFR §200.321, non-federal contracting entities must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

For purposes of this solicitation, applicants and subcontractors are hereby notified 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.

An applicant on any contract resulting from this procurement (“Contract”) must incorporate the affirmative steps above into its grant management policies and procedures.

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 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.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements

In this guidance document, the term applicant shall refer to the unit of local government that is receiving the funding passed through by the New York State Division of Homeland Security and Emergency Services (DHSES) (either a county or the City of New York).

Cost Principles

Costs charged to this award must be consistent with the Cost Principles for Federal Awards located in the Code of Federal Regulations (C.F.R.) at 2 C.F.R. Part 200.

Financial and Compliance Audit Report

For audits of fiscal years beginning on or after December 26, 2014, entities that expend \$750,000 or more from all federal funding sources during the fiscal year are required to submit an organization-wide

financial and compliance audit report. The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F.

Funding Restrictions

Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal award, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

VI. Quarterly Reports

The Division of Homeland Security and Emergency Services (DHSES) Grant Program Administration (GPA) unit will utilize the E-Grants system for quarterly reporting.

- ✓ **Please contact your DHSES Contract Representative at 1-866-837-9133 if you need assistance in completing the Quarterly Report.**
- ✓ **All applicants are required to complete and submit the EMPG Quarterly Reports (and applicable attachments) electronically. Submission of the materials must be completed in the E-Grants electronic grants management system.**

Required Quarterly Reporting:

- Submission to DHSES of a roster of Local EMPG Program funded personnel (and staff used as match) along with the required training completed to date is to be included with each Quarterly Progress Report.
- Updated attestation forms to document the completion of any mandatory training during the quarter, if applicable.
- Submission of the NQS Implementation Plan using the [FEMA provided two-page template](#) in the quarter in which it is completed. Completion of this plan is a new requirement for FY2024 EMPG and should be completed by the end of calendar year 2024 and submitted to DHSES through your quarterly reports.

Completed work products, e.g., plan revisions, exercise critiques, etc., that support the completion of a work item should be submitted with the report. DHSES Contract Representatives will verify program accomplishments during programmatic monitoring visits at the applicant's offices. **All applicants that are using EMPG or matching funds for personnel expenses must also include an update on the**

required training in the quarterly progress report.

VII. Local EMPG Program Summary of Requirements

The table below is a summary of requirements that must be completed for eligible EMPG Program applicants. **Please note:** Some requirements are met at the state-level.

<u>Requirement</u>	<u>STATE</u>	<u>LOCAL</u>
EMAC membership	Yes	No
EMPG funded personnel complete listed training requirements & maintain documentation. ¹ Report progress in completing required training via quarterly reports.	Yes	Yes
Cost match (50%)	Yes	Yes
Integrated Preparedness Planning Workshop	Yes	No
Multi-Year Integrated Preparedness Plan	Yes	No
Exercise reporting for any EMPG funded exercises	Yes	Yes
All exercises must include objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS)	Yes	Yes
NQS Implementation	Yes	Yes
THIRA	Yes	NYC Urban Area only

VIII. Application Review Process

Each application will be reviewed carefully by representatives from the Division of Homeland Security and Emergency Services (DHSES). DHSES reserves the right to contact applicants to request clarification and/or additional information to substantiate their requests. All requests for funding must ultimately be approved by the Commissioner of DHSES.

IX. Timeline

Applications are due to DHSES by 5:00 p.m. on **June 11, 2024**. Applications must be submitted to DHSES via email (Grant.Info@dhSES.ny.gov). Applications received after the due date and time may not be considered for funding.

X. Administration of Grant Contracts

DHSES will negotiate and develop a grant contract with the applicant based on the contents of the submitted application and intent of the grant program as outlined in this guidance. The grant contract is

¹ Required course list included in the FY2024 FEMA guidance includes NIMS Training: IS 100, IS 200, IS 700, and IS 800 as well as the FEMA Professional Development Series: IS 120.a, IS 230.d, IS 235.b, IS 240.b, IS 241.b, IS 242.b, and IS 244.b. The National Emergency Management Basic Academy is an alternative to the Professional Development Series courses.

subject to approval by the NYS Office of the Attorney General and the Office of the State Comptroller before grant funding may actually be disbursed to reimburse project expenses.

The period of performance for contracts supported by FY2024 EMPG Program funds will be determined once awards have been approved but cannot extend beyond **September 30, 2026**. Although the contract format may vary, the contract will include such standard terms and conditions included in DHSES grant contracts which are available for review on the DHSES website: <https://www.dhSES.ny.gov/grant-reporting-forms>.

Exhibit A: Homeland Security Exercise Evaluation Program (HSEEP)

Exercises

All exercises conducted using EMPG Program funds should be designed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) guidance. HSEEP highlights include:

- **Basic Guidelines:** HSEEP policy and guidance can be obtained online at: <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>

- **HSEEP Courses**
 - **Mobile Courses:** HSEEP mobile courses are scheduled periodically, as requested and as conditions allow, throughout the State to help increase understanding of HSEEP guidelines. For more information, please refer to DHSES' Training programs: <https://www.dhses.ny.gov/dhses-training>.

 - **On-line Course:** FEMA's Emergency Management Institute (EMI) also offers *Course # K0146 – Homeland Security Exercise Evaluation Program (HSEEP) Basic Course, a distance learning (on-line) course.*

- **Exercise Notification:** All planned exercises must be submitted for review to the DHSES Office of Emergency Management (OEM) Training and Exercise Section, using NY Responds, **sixty days** prior to the start of each exercise supported with EMPG Program funds, including any exercise supported by the county through a sub-allocation of its award. DHSES will place exercise information on the National Exercise Schedule, in accordance with HSEEP guidelines.

- **Exercise Evaluation:** HSEEP requires all exercises to be evaluated. Within **sixty days** of the completion of an exercise, a jurisdiction must submit an After-Action Report and Improvement Plan (AAR/IP) to the DHSES OEM Training and Exercise Section for review, identification and initiation of any necessary state-level activity. Applicants **must** submit the AARs/IPs in the NY Responds system and also by email to Exercises@dhses.ny.gov.

Exercise Assistance: The DHSES OEM Training and Exercise Section is available to provide exercise assistance to jurisdictions. Please contact the OEM Exercise Branch at Exercises@dhses.ny.gov or at 518-292-2351 if you are interested in conducting an exercise using EMPG Program funds.

Exhibit B: Allowable Cost Matrix

Allowable Costs

Allowable Management & Administration Costs
Hiring of full or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting & data collection requirements.
Development of operating plans for information collection & processing necessary to respond to FEMA data calls.
Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.
Overtime and backfill costs.
Travel.
Meeting related expenses.
Authorized office equipment.
Recurring expenses such as those associated with cell phones & faxes during the period of performance of the grant program.
Leasing or renting of space for newly hired personnel during the period of performance of the grant program.
Allowable Planning Costs
Emergency management planning activities, including threat and hazard assessments, development of THIRA that is representative of the jurisdiction, hazard analysis and risk assessment, development of an all-hazards mitigation plan based on identified risks and hazards.
Emergency management/operation plans including maintaining a current Emergency Operations Plan that is aligned with guidelines set out in CPG 101v.2 http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf , modifying existing incident management and emergency operations plans, developing/enhancing comprehensive emergency management plans, and developing/enhancing large-scale and catastrophic event incident plans.
Continuity/Administrative Plans including developing/enhancing Continuity of Operations (COOP)/Continuity of Government (COG) plans and developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program.

Whole Community engagement/planning including developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation, community-based planning to advance “whole community” security and emergency management, public education and awareness on emergency management and preparedness, and planning to foster public-private sector partnerships.

Development or enhancement of mutual aid agreements/compacts, including required membership in Emergency Management Assistance Compact (EMAC).

Resource management planning including developing/enhancing logistics and resource management plans, supply preparation, developing/enhancing volunteer and/or donations management plans, acquisition of critical emergency supplies defined as: shelf stable food products, water, and/or basic medical supplies.

Acquisition of critical emergency supplies requires each State to have FEMA’s approval of a viable inventory management plan; an effective distribution strategy; sustainment costs for such an effort; and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

Evacuation planning to include developing/enhancing evacuation plans, plans for alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

Pre-disaster recovery planning including disaster housing planning, such as creating/supporting a State disaster housing task force and developing/enhancing State disaster housing plans, pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments, developing/enhancing other response and recovery plans

Recovery planning

The National Disaster Recovery Framework (NDRF) sets national policy and doctrine to define a new era of disaster recovery across federal, State, and local government. The NDRF aims to achieve a disaster recovery system that is more responsive to whole-community needs. EMPG Program recipients and applicants should, as feasible, take steps to develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

Program evaluations

Allowable Organization Costs
All-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management.
Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits.
Allowable Equipment Costs
Personal Protective Equipment (PPE) (Category 1) Information Technology (Category 4) Cybersecurity Enhancement Equipment (Category 5) Interoperable Communications Equipment (Category 6) Detection Equipment (Category 7) Power Equipment (Category 10) Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11) CBRNE Incident Response Vehicles (Category 12) Physical Security Enhancement Equipment (Category 14) CBRNE Logistical Support Equipment (Category 19) Other Authorized Equipment (Category 21)
General purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. May require pre-approval. Please contact your Contracts Unit representative.
Allowable Training Costs
Support the nationwide implementation of NIMS.
Developing/enhancing systems to monitor training programs.
Conducting all hazards emergency management training.
Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses.
Attending other FEMA-approved emergency management training.
Mass evacuation training at local, State, and tribal levels.
<i>Funds Used to Develop, Deliver, and Evaluate Training.</i> Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
<i>Overtime and Backfill.</i> The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable.

Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

Hiring of Full or Part-Time Staff or Contractors/Consultants. Full- or part-time staff may be hired to support direct training-related activities.

Certification/Recertification of Instructors. Costs associated with the certification and re-certification of instructors are allowed.

Allowable Exercise Costs

Funds Used to Design, Develop, Conduct and Evaluate an Exercise. This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation.

Hiring of Full or Part-Time Staff or Contractors/Consultants. Full- or part-time staff may be hired to support direct exercise activities. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses.

Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise projects.

Supplies. Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise projects (e.g., gloves, non-sterile masks, and disposable protective equipment).

Implementation of HSEEP. This refers to costs related to developing and maintaining a self-sustaining State HSEEP which is modeled after the national HSEEP.

Other Items. These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods.

Allowable Construction and Renovation Costs and Acquisition and Leasing of Real Property Costs

Construction and renovation activities for a local government's principal EOC as defined by the SAA are allowable. Written approval through DHSES from FEMA is required prior to the use of any EMPG Program funds for construction and/or renovation projects. The submission of an EOC Investment Justification (FEMA Form 089-0-0-3, OMB Control Number 1660-0124) is also required.

Acquisition or leasing of real property is permissible if such property is needed to support other allowable program costs or activities. Advance approval from FEMA through DHSES is required.

Allowable Maintenance and Sustainment Costs

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active awards, unless otherwise noted.

The eligible costs for maintenance and sustainment must be an otherwise allowable expenditure under the applicable grant programs and be tied to one of the core capabilities in the five mission areas contained within the NPG and be deployable through EMAC, where applicable.

Unallowable Costs

Unallowable Costs

Expenditures for weapons systems and ammunition.

Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

Activities unrelated to the completion and implementation of the EMPG Program.

Biological detection equipment.

Equipment and supplies from AEL categories not specified as allowable in this guidance document.

Expenses not associated with an Emergency Management Agency.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Supplanting

Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose.

#62

Committee Mtg _____ Resolution # _____
 Introduced By _____ Regular Mtg _____
 Seconded By _____ Special Mtg _____

APPROVAL – FUND TRANSFER (24T152) – DISTRICT ATTORNEY – TEMPORARY

WHEREAS, the Putnam District Attorney has requested a fund transfer (24T152) to hire a temporary support staff member to keep up with workload of a full-time Senior Office Assistant out on medical leave for potentially 2-6 months and cover pre-approved summer vacations; and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said fund transfer; now therefore be it

RESOLVED, that the following fund transfer be made:

Decrease:

10116500 51000 (123)	Pers Serv. Victim Witness Asst	10,000
-----------------------------	---------------------------------------	---------------

Increase:

10116500 51094	Temporary	10,000
-----------------------	------------------	---------------

2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

Legislator Addonizio _____
 Legislator Castellano _____
 Legislator Crowley _____
 Legislator Ellner _____
 Legislator Gouldman _____
 Legislator Montgomery _____
 Legislator Nacerino _____
 Legislator Sayegh _____
 Chairman Jonke _____

cc: all
Pers 6-18-24
A+A

Reso
Pers. Other Bus.

COUNTY OF PUTNAM
FUND TRANSFER REQUEST

approval #8a

TO: Commissioner of Finance
FROM: Robert Tendy, DA
DEPT: District Attorney
DATE: June 14, 2024

I hereby request approval for the following transfer of funds:

FROM ACCOUNT#/NAME	TO ACCOUNT #/NAME	AMOUNT	PURPOSE
10116500 51000 Personnel (123) victimwitness Asst.	10116500 51094 Temporary		TO COVER THE COST OF HIRING A TEMP FOR THE FRONT OFFICE
	Total	\$10,000.	

SIGNATURES NOT NEEDED - THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2024 Fiscal Impact \$ 0
2025 Fiscal Impact \$ 0

Robert V. Tendy

Department Head Signature/Designee
6/14/24
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
- _____
Date Audit & Administration Committee: \$10,000.01 - \$25,000.00

2024 JUN 18 PM 2:04
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

24T152

CHIEF ASSISTANT DISTRICT ATTORNEY
Chana Krauss

FIRST ASSISTANT DISTRICT ATTORNEY
Breanne Smith



ASSISTANT DISTRICT ATTORNEYS
Nicole Camillone
Todd Carpenter
Joseph Charbonneau
Mackenzie Ferguson
Melissa Lynch
Jason Marquard
Luciana Savone

ROBERT V. TENDY
District Attorney

MEMORANDUM

Date: June 17, 2024
To: Legislator Paul Jonke, Chairman of the Personnel Committee
From: Christina Rizzo, Chief of Staff to the District Attorney
Re: Transfer 204T152 Temp Funds

We currently have a full-time Senior Office Assistant out of the office for approximately 2-6 months. To keep up with our workload and to be able to cover pre-approved summer vacations, we need to hire a temporary support staff member. We have entered a transfer from unused funds in our personnel line from our Victim/Witness Assistant position to the temp line in order to cover this expense. Please let me know if you need any other information from me.

Thank you in advance for your help.

Cc: Robert Tendy, District Attorney

#6m

Committee Mtg _____	Resolution # _____
Introduced By _____	Regular Mtg _____
Seconded By _____	Special Mtg _____

APPROVAL – CONFIRMATION – APPOINTMENT - DIRECTOR OF TOURISM

WHEREAS, County Executive Kevin M. Byrne has appointed Tara Keegan as Director of Tourism, pursuant to Article 12, Section 12.12 of the Putnam County Charter; and

WHEREAS, Tara Keegan possesses the requisite knowledge, experience, and qualifications to serve as the Director of Tourism for the County of Putnam; and

WHEREAS, the Personnel Committee of the Putnam County Legislature considered and approved this appointment; now therefore be it

RESOLVED, that the Legislature hereby confirms the appointment of Tara Keegan as the Director of Tourism for the County of Putnam, pursuant to Article 12, Section 12.12 of the Putnam County Charter; and be it further

RESOLVED, that Tara Keegan shall serve at the pleasure of the County Executive in accordance with the terms of the Putnam County Charter; and be it further

RESOLVED, that this appointment shall comply with the requirements to file an Oath of Office pursuant to the New York State Public Officers Law.

- Legislator Addonizio _____
- Legislator Castellano _____
- Legislator Crowley _____
- Legislator Ellner _____
- Legislator Gouldman _____
- Legislator Montgomery _____
- Legislator Nacerino _____
- Legislator Sayegh _____
- Chairman Jonke _____

F: Tourism

Personnel
June

CC: All



PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

Memorandum

DATE: May 16, 2024
TO: Ms. Diane Schonfeld
Clerk, Putnam County Legislature
FROM: County Executive Kevin Byrne
SUBJECT: Appointment and Personnel Updates

2024 MAY 17 AM 9:58
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

It is my privilege to appoint Ms. Tara Keegan as Director of Tourism effective May 28, 2024, and in accordance with current Section 5.03 of Article 5 of the Putnam County Charter (soon to be Section 12.12 of Article 12) subject to confirmation by the County Legislature. Pending confirmation, we've asked Ms. Keegan to serve on an interim basis. I recommend Ms. Keegan's salary be set at \$87,750.

Ms. Keegan has an extensive background in the legal and legislative field and has volunteered and worked with a number of well-known organizations in Putnam County. This decision comes after a thorough vetting and interview process conducted by our selection committee which consisted of a diverse group of representatives. Her experience and knowledge make Tara an excellent choice to lead our Tourism Department.

I respectfully ask that the appointment of Ms. Keegan be placed on the agenda for the next appropriate Legislative Committee meeting with the intention that the position be voted on during the full legislative meeting scheduled afterwards. Attached is Ms. Keegan's resume and application for your review.

I would also like to take this opportunity to thank Tracey Walsh once again for her service to the county as Director of Tourism. She has been a wonderful asset for Putnam County, and we appreciate her continued willingness to assist in the transition in a part-time position.

Thank you for your detailed attention.

cc: Paul Eldridge, Personnel Director

APPROVAL/CONFIRMATION/ APPOINTMENT/DIRECTOR OF TOURISM

WHEREAS, County Executive Kevin M. Byrne has appointed Tara Keegan as Director of Tourism, pursuant to Article 5, Section 5.03 of the Putnam County Charter; and

WHEREAS, Tara Keegan possesses the requisite knowledge, experience, and qualifications to serve as the Director of Tourism for the County of Putnam; and

WHEREAS, the Personnel Committee of the Putnam County Legislature considered and approved this appointment; now therefore be it

RESOLVED, that the Legislature hereby confirms the appointment of Tara Keegan as the Director of Tourism for the County of Putnam, pursuant to Article 5, Section 5.03 of the Putnam County Charter; and be it further

RESOLVED, that Tara Keegan shall serve at the pleasure of the County Executive in accordance with the terms of the Putnam County charter; and be it further

RESOLVED, that this appointment shall comply with the requirements to file an Oath of Office pursuant to the New York State Public Officers Law.

#67

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – BUDGETARY AMENDMENT (24A048) – HEALTH DEPARTMENT –
ADOLESCENT TOBACCO USE PREVENTION ACT (ATUPA) – GRANT AWARD –
TOBACCO ENFORCEMENT PROGRAM**

WHEREAS, on April 12, 2024, the Putnam County Health Department was notified by the NYS Department of Health of an annual grant award for the Tobacco Enforcement Program in the amount of \$44,600 for the anticipated contract term 4/1/2024 – 3/31/2029; and

WHEREAS, the current budgeted amount is \$41,680 therefore an incremental adjust of \$2,920 is requested; and

WHEREAS, the Commissioner of Health has requested a budgetary amendment (24A048) to cover this adjustment; and

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

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

12023000 52130	ATUPA Grant – Computer Equip	1,700
12023000 54782	ATUPA Grant – Software Accessories	200
12023000 54310	ATUPA Grant – Office Supplies	<u>1,020</u>
		2,920

Increase Estimated Revenues:

12023000 434015	ATUPA Grant – State Aid	2,920
-----------------	-------------------------	-------

**2024 Fiscal Impact – 0 –
2025 Fiscal Impact – 0 –**

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____

MICHAEL J. LEWIS
COMMISSIONER OF FINANCE



*cc: all
A+A*

Reso

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment – 24A048**
DATE: June 17, 2024

2024 JUN 17 AM 10: 58
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Senior Fiscal Manager of the Department of Health, the following budgetary amendment is requested.

General Fund:

Increase Appropriations:

12023000 52130	ATUPA Grant - Computer Equipment	\$	1,700
12023000 54782	ATUPA Grant - Software Accessories	\$	200
12023000 54310	ATUPA Grant - Office Supplies	\$	1,020

Increase Estimated Revenues:

12023000 434015	ATUPA Grant - State Aid	\$	2,920
-----------------	-------------------------	----	-------

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

Please refer to the attached letter from the NYS Department of Health. The annual award for the Tobacco Enforcement Program is in the amount of \$44,600. Current budget has an amount of \$41,680, therefore, an incremental adjustment of \$2,920 is requested.



PUTNAM COUNTY DEPARTMENT OF HEALTH
 1 Geneva Road, Brewster, NY 10509 ■ 845-808-1390
 www.putnamcountyny.gov/health
 A PHAB-ACCREDITED HEALTH DEPARTMENT

Kevin M. Byrne
 COUNTY EXECUTIVE

Michael J. Nesheiwat, MD
 INTERIM COMMISSIONER OF HEALTH

MEMORANDUM

TO: Michael Lewis, Commissioner of Finance

FROM: William A. Orr, Jr., Senior Fiscal Manager

WAO

DATE: May 23rd, 2024

RE: Budgetary Amendment

Please review and approve the Budgetary Amendment as regards to the ATUPA Grant Award, and upon approval, please forward to the Legislative Committee.

Increase Revenue: 12023000-434015 ATUPA Grant	\$2920	
	Total Revenue	<u>\$2920</u>
Increase Expense: 12023000-52130 ATUPA Grant-Computer Equipment	\$1700	
Increase Expense: 12023000-54782 ATUPA Grant-Software Accessories	\$ 200	
Increase Expense: 12023000-54310 ATUPA Grant-Office Supplies	\$1020	
	Total Expense	<u>\$2920</u>
	Fiscal Impact	<u>\$0.00</u>

Budgetary Amendment reflects additional funding awarded in the new grant period 4/1/24-3/31/25 in the amount of \$ 2920. (See attached Award letter) After consideration, the department is requesting to purchases a Laptop dedicated to the ATUPA program, along with a carrying case. The remaining funds will be used to purchase print cartridges for staff working in the ATUPA program.

WAO: nc



Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, M.D., M.P.H.
Commissioner

JOHANNE E. MORNE, M.S.
Executive Deputy Commissioner

April 12, 2024

Michael Mesheiwat, MD
Interim Commissioner of Public Health
Putnam County Health Department
1 Geneva Road
Brewster, NY 10509

Re: Grant Award – Tobacco Enforcement Program

Dear Dr. Mesheiwat,

Congratulations! We are pleased to inform you that Putnam County Health Department will receive an annual award for the Tobacco Enforcement Program in the amount of **\$44,600** for the anticipated contract term 4/1/2024-3/31/2029. Your contract number is DOH01-C40125GM-3450000, and the contract will soon be available in the Statewide Financial System (SFS). Final grant awards are contingent upon review and approval of the Office of the State Comptroller.

We look forward to our continued partnership and successful implementation of this program. Should you have any questions or concerns, please contact me at Rachel.Cates@health.ny.gov.

Sincerely,

Rachel Cates

Rachel Cates
Health Program Administrator
Center for Environmental Health

Prior Grant Award
was \$41,680
MC
5/23/24

60

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

APPROVAL – BUDGETARY AMENDMENT (24A049) – DEPARTMENT OF SOCIAL SERVICES – SUICIDE PREVENTION & CRISIS SERVICES

WHEREAS, the Commissioner of Social Services has requested a budgetary amendment (24A049) to amend the 2024 Mental Health budget to reflect approved New York State aid levels to be passed through to a provider agency in accordance with State Aid authorizations from the NYS Office of Mental Health (OMH) dated 4/22/2024 for Suicide Prevention & Crisis Services; and

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

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10051460 54647 MH Svcs Mobile Crisis – Sub contractors 300,000

Increase Estimated Revenues:

10051460 434981 MH Svcs Mobile Crisis – State Aid 300,000

2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____

MICHAEL J. LEWIS
COMMISSIONER OF FINANCE



*cc:all
A+A*

Reso

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment – 24A04 9**
DATE: June 17, 2024

2024 JUN 17 AM 10:58
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Fiscal Manager for the Department of Social Services and Mental Health, the following budgetary amendment is requested.

General Fund:

Increase Appropriations:

10051460 54647 MH SVCS MOBILE CRISIS - SUB CONTRACTORS \$ 300,000

Increase Estimated Revenues:

10051460 434981 MH SVCS MOBILE CRISIS - STATE AID \$ 300,000

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

Please refer to the attached letter from the NYS Office of Mental Health. The annual allocation for Suicide Prevention and Crisis services is \$300,000 pursuant to Amendment #4 dated 4/22/2024 Funding Source Allocation Table from the NYSOMH.

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner



DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

May 21, 2024

TO: Michael Lewis, Commissioner of Finance

FROM:  Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

SUBJECT: Mental Health 2024 Budgetary Amendment

Your approval is requested to amend the 2024 Mental Health budget to reflect approved state aid levels to be passed through to a provider agency in accordance with State Aid authorizations from the NYS Office of Mental Health (OMH) dated 04/22/2024 for **Suicide Prevention & Crisis Services**. Supporting documentation attached.

Increase Estimated Revenue:

10051460		CONTR. MH SVCS MOBILE CRISIS	
	434981	MH ST AID	\$300,000
		Total Estimated Revenues	\$300,000


Increase Appropriations:

10051460		CONTR. MH SVCS MOBILE CRISIS	
	54647	SUB CONTRACTORS	\$300,000
		Total Appropriations	\$300,000
		Fiscal Impact (24)	- 0 -
		Fiscal Impact (25)	- 0 -

Thank you for your time and consideration of this request.

Attachments:

Office of Mental Health – 2024 Funding Source Allocation Table Amendment: 4 – 4/22/2024

 Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau



Office of Mental Health

KATHY HOCHUL

Governor

ANN MARIE T. SULLIVAN, M.D.

Commissioner

MOIRA TASHJIAN, MPA

Executive Deputy Commissioner

April 22, 2024

Sara Servadio
Commissioner
Putnam Co Dept of SS & MH
Carmel, NY 10512

Dear Commissioner Servadio:

The NYS Office of Mental Health (OMH) is issuing your January 1, 2024 to December 31, 2024 State Aid Letter (SAL) to reflect your latest allocation. Your total allocation amount currently is \$5,115,057. The allocations authorized in this letter include the full annual funding for initiatives previously authorized as well as:

Federal Funds CMHS FSC 041H, 041Z, 044C, and 044S: FFY 2021 CMHS Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and American Rescue Plan Act (ARPA) awards are allocated for awards issued to date.

Federal Funds CMHS FSC 041 and 044: The FFY 2024 allocations are not included as of yet. We will re-issue the April letter as the allocations are added for the January through December 2024 payment dates.

Please ensure the County Allocation Tracker (CAT) is updated to agree with the State Aid Letter allocations and reflects all county contracts funded with State Aid. Questions pertaining to the CAT can be directed to your Field Office.

Guidelines for completion of the Consolidated Fiscal Report (CFR), which includes the Consolidated Claim Report (CCR), can be accessed through the OMH website: <https://omh.ny.gov/omhweb/finance/main.htm>. The CFR must be completed by service providers that receive funding to operate an OMH program, operate an OMH certified program or are authorized to operate an OMH program through a designation process. If any of your providers need assistance in completing these forms, they should contact the OMH CFR Unit at CFR@omh.ny.gov.

The Aid to Localities Spending Plan Guidelines, which outline the rules and intent of the funding, can be found via the following link: <https://apps.omh.ny.gov/omhweb/spguidelines/> and can also be obtained through your Field Office. Please share these guidelines with your subcontract providers so that they may become familiar with the guidelines that apply to them and refer to the guidelines as necessary.

As a reminder, failure to submit the CAT, and/or CFR/CCR schedules in a timely manner may result in the delay of subsequent State Aid payments and/or Medicaid payments.

Inherent in OMH's budget and claiming policy is the expectation that your department will monitor expenditures against budgeted costs throughout the year. Please notify your OMH Field Office of any significant fiscal or programmatic problems as soon as they become known.

If you have questions regarding any local mental health fiscal issues, including questions regarding the information or instructions that are included in this letter, please call Constance Bowens at OMH Hudson River Field Office at (845) 454-8229.

Sincerely,

Kristyn Blakley, Assistant Director
Community Budget & Financial Management



Attachment A

Funding Source Allocation Table

County Code: 40 County Name: Putnam

Year: 2024 Amendment: 4 - 4/22/2024 9:14:27 PM

Print Date : 05/21/2024 08:20 AM
 Printed By : L6884KNW
 Page : 1 of 3

Aid to Localities Financial System

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Local Assistance	001A	GS	\$60,488	\$0	\$60,488	\$60,488	\$0	\$60,488	
Community Support Services	014	GS	\$111,568	\$0	\$111,568	\$111,568	\$0	\$111,568	
Adult Case Management & ACT	034J	GS	\$321,766	\$0	\$321,766	\$321,767	\$0	\$321,767	
Integrated Supp Emp	037	GS	\$52,328	\$0	\$52,328	\$52,328	\$0	\$52,328	
PROS State Aid	037P	GS	\$89,636	\$0	\$89,636	\$89,636	\$0	\$89,636	
Remarks									
Effective 1/1/2024, PROS Residual State Aid and PROS Vocational Initiative funding recalculated based upon monthly census data reported in CAIRS. CY 2023 funding increases are PFCS PROSper SA \$34,624 Voc \$55,011.									
Dwyer Veteran P2P	038F	GS	\$0	\$144,300	\$144,300	\$288,600	\$(96,200)	\$192,400	
Remarks									
Quarterly Allocation of \$48,100 (FAV \$192,400) in the SFY 24-25 Enacted Budget for the period of 4/1/2024-3/31/2025, will be used for the Veteran Peer to Peer Support Service Program for veterans. The provider should use the program code 0690 on all OMH financial reporting documents.									
Adjusting AVs to 4/1/2024 LP									
The full annual value is \$192,400. Program code 0690 should be used on all OMH financial reporting documents.									
Clinical Infrastructure-Adult	039P	GS	\$62,560	\$0	\$62,560	\$62,560	\$0	\$62,560	
CMHS Kids COVID Relief Funds	044C	F	\$0	\$0	\$0	\$0	\$0	\$0	
Clinical Infrastructure-C&F	046A	GS	\$77,916	\$0	\$77,916	\$77,916	\$0	\$77,916	
Community Support Programs-C&F	046L	GS	\$322,914	\$0	\$322,914	\$322,915	\$0	\$322,915	
Supported Housing	078	GS	\$2,228,621	\$0	\$2,228,621	\$2,228,622	\$0	\$2,228,622	78
Remarks									
Effective 1/1/24, 2 beds and \$54,749 are being moved from FSC 200C to FSC 078.									
Prior Year Liability	122P	GS	\$0	\$0	\$0	\$0	\$0	\$0	



Attachment A

Funding Source Allocation Table

County Code: 40 County Name: Putnam

Year: 2024 Amendment: 4 - 4/22/2024 9:14:27 PM

Print Date : 05/21/2024 08:20 AM
 Printed By : L6884KNW
 Page : 2 of 3

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Expanded Community Support Adult	142A	GS	\$276,316	\$0	\$276,316	\$276,316	\$0	\$276,316	
Remarks									
Allocation supports Advocacy/Support services (\$23,000 annualized) and a Self-Help program (\$215,000 annualized), effective 7/1/2014. The advocacy program code to be included on OMH's financial reports is Advocacy/Support Services (1760). The self-help program code to be included on OMH's financial reports is Self Help Programs (2770). These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.									
Substance Prevention & Crisis Services	164	GS	\$300,000	\$0	\$300,000	\$150,000	\$0	\$150,000	
Remarks									
Effective 7/1/2024, quarterly allocation of \$75,000 to provide year two of the one-time funding to help support the development of behavioral health Mobile Crisis services. Program code 0680 should be used on all OMH financial reporting documents.									
Trans. Mgmt. Kendra's	170B	GS	\$7,700	\$0	\$7,700	\$7,700	\$0	\$7,700	
MGP Admin Kendra's	170C	GS	\$2,532	\$0	\$2,532	\$2,532	\$0	\$2,532	
Article 28&31 Closure Re-Invest. (Adult)	175A	GS	\$27,740	\$0	\$27,740	\$27,740	\$0	\$27,740	
Remarks									
The State aid allocation includes \$27,740 (annualized) for a respite services program. The program code to be included on OMH's financial reports is Respite Services (0650). These funds are pursuant to the approved Article 28 closure reinvestment plans (Stony Lodge/Rye Hospitals). These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.									
Com. Reinvestment	200	GS	\$794,416	\$0	\$794,416	\$794,416	\$0	\$794,416	
Supported Housing - Workforce RIV	200C	GS	\$0	\$0	\$0	\$0	\$0	\$0	
Remarks									
Effective 1/1/24, 2 beds and \$54,749 are being moved from FSC 200C to FSC 078.									



Aid to Localities Financial System

Attachment A

Funding Source Allocation Table

County Code: 40 County Name: Putnam

Year: 2024 Amendment: 4 - 4/22/2024 9:14:27 PM

Print Date : 05/21/2024 08:20 AM
 Printed By : L6884KNW
 Page : 3 of 3

<u>Funding Source</u>	<u>Code</u>	<u>Type</u>	<u>Prior Letter Allocation</u>	<u>Allocation Changes Since Prior Letter</u>	<u>Revised Current Fiscal Year Allocation</u>	<u>Annualized Value from Prior Letter</u>	<u>Annualized Value from Letter</u>	<u>Annualized Value</u>	<u>Fiscal Year Revised Annualized Value</u>	<u>Beds</u>
Commissioner's Perf. Health Home	400	GS	\$27,524	\$0	\$27,524	\$27,490	\$27,490	\$27,490	\$27,490	
Kids Health Home Care Management	570	GS	\$69,220	\$0	\$69,220	\$69,220	\$69,220	\$69,220	\$69,220	
Funding Reduction/COLA	570K	GS	\$54,696	\$0	\$54,696	\$54,696	\$54,696	\$54,696	\$54,696	
Personnel Services Enhancements	965	GS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	965S	GS	\$82,816	\$0	\$82,816	\$78,534	\$78,534	\$78,534	\$78,534	

Remarks

The SFY 23 Enacted Budget included funding for increases to minimum wage, effective 1/1/2024.

Grand Total: \$4,970,757 \$144,300 \$5,115,057 \$5,105,044 \$(96,200) \$5,008,844

#6P

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

**APPROVAL – BUDGETARY AMENDMENT (24A052) – SOCIAL SERVICES – CHILD
ADVOCACY CENTER (CAC) – NYS OFFICE OF CHILDREN & FAMILY SERVICES (OCFS)
SUPPLEMENTAL GRANT FUNDING**

**WHEREAS, the Child Advocacy Center (CAC) received an award from the NYS
Office of Children & Family Services (NYSOCFS) in the amount of \$49,999; and**

**WHEREAS, the Commissioner of Social Services has requested a budgetary
amendment (24A052) to amend the 2024 DSS budget to include expenses funded in
accordance with the contract awarded for the Multi-Disciplinary Team (MDT) CAC
Program for the period 3/01/24 – 9/30/24; and**

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

RESOLVED, that the following budgetary amendment be made:

Increase Estimated Revenue:

22070000 445980 10221	Office of Educational Opportunity Programs (OEOP) CAC – Federal Aid – MDT CAC	49,999
------------------------------	--	---------------

Increase Estimated Appropriations:

22070000 52140 10221	OEOP CAC – Audio Vision Equipment	14,526
22070000 54410 10221	OEOP CAC – Supplies & Materials	1,104
22070000 54640 10221	OEOP CAC – Education & Training	16,200
22070000 54710 10221	OEOP CAC – Bldg Maint & Repairs	15,469
22070000 54783 10221	OEOP CAC – Licensing Software	<u>2,700</u>
		49,999

**2024 Fiscal Impact – 0 –
2025 Fiscal Impact – 0 –**

Legislator Addonizio _____
Legislator Castellano _____
Legislator Crowley _____
Legislator Ellner _____
Legislator Gouldman _____
Legislator Montgomery _____
Legislator Nacerino _____
Legislator Sayegh _____
Chairman Jonke _____

MICHAEL LEWIS
COMMISSIONER OF FINANCE



*CC: all
KATA*

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

Reso

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Sheila M. Barrett, First Deputy Commissioner of Finance *SMB*
Re: Budgetary Amendment - 24A052
Date: June 6, 2024

2024 JUN 20 PM 12:19
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Department of Social Services, the following budgetary transfer is required.

Increase estimated revenue:

22070000.445980.10221 OEOP CAC - FEDERAL AID - MDT CAC \$49,999

Increase estimated appropriations:

22070000.52140.10221	OEPO CAC - AUDIO VISION EQUIPMENT	\$ 14,526
22070000.54410.10221	OEPO CAC -SUPPLIES & MATERIALS	\$ 1,104
22070000.54640.10221	OEPO CAC -EDUCATION & TRAINING	\$ 16,200
22070000.54710.10221	OEPO CAC -BLDG MAINT & REPAIRS	\$ 15,469
22070000.54783.10221	OEPO CAC -LICENSING SOFTWARE	\$ 2,700
		<u>\$ 49,999</u>

Fiscal Impact - 2024 - \$ 0

Fiscal Impact - 2025 - \$ 0

This Resolution is required to recognize Child Advocacy Center (CAC) Grant for the MDT-CAC Program.

Approved:

Kevin M. Byrne
County Executive

CC: All
Audit - 6/24/24

Memo

To: Michelle Sharkey, County Auditor

From: Marla Behler, CAC Program Director

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

Date: June 20, 2024

Re: Request for Agenda Item 24A052.

The CAC of Putnam County received an award from the New York State Office of Children and Family Services (NYSOCFS) in the amount of \$49,999. This funding has a limited window of time in which to be spent, as it expires at the end of September.

The funding will support training initiatives that are scheduled to occur in July, as well as painting staff offices which is also scheduled for July. In order to meet the requirements of the contract, we require access to these funds as soon as possible. I kindly request that we prioritize this item on the agenda to ensure that we can allocate these funds in a timely manner.

Please reach out if there is any additional information required.

Thank you for your understanding and cooperation in this matter.

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner



DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

June 4, 2024

TO: Michael Lewis, Commissioner of Finance

FROM:  Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

SUBJECT: DSS 2024 Budgetary Amendment

Your approval is requested to amend the 2024 DSS budget to include expenses funded in accordance with the following contract awarded to the Child Advocacy Center (CAC) for the period 03/01/2024 – 09/30/2024.

OCFS T012874, an agreement by the NYS Office of Children and Family Services (OCFS), CFDA #93.669, 03/01/2024-09/30/2024.

Increase Estimated Revenue:

22070000	OEOP CHILD ADVCY CTR	
445980	FEDERAL AID – MDT CAC	\$49,999
10221	MDT-CAC PROGRAM	
	Total Revenue	\$49,999

Increase Estimated Appropriations:

22070000	OEOP CHILD ADVCY CTR	
52140	AUDIO VISUAL EQUIPMENT	\$14,526
54410	SUPPLIES AND MAT	\$1,104
54640	EDUCATION AND TRAINING	\$16,200
54710	BLDG MAINT AND REPAIRS	\$15,469
54783	LICENSING SOFTWARE	\$2,700
10221	MDT-CAC PROGRAM	

Total Estimated Appropriations \$49,999

Fiscal Impact (24) - 0 -

Fiscal Impact (25) - 0 -

Thank you for your time and consideration of this request.

CHILD ADVOCACY CENTER - OCFS SUPPLEMENTAL GRANT DETAIL

CONTRACT NUMBER #T012874

03/01/2024-09/30/2024

	APPROVED GRANT BUDGET	MUNIS BUDGET	BUDGETARY AMENDMENT
52140 AUDIO VISUAL EQUIPMENT	14,526	-	14,526
54410 SUPPLIES AND MAT	1,104	-	1,104
54640 EDUCATION AND TRAINING	16,200	-	16,200
54710 BLDG MAINT AND REPAIRS	15,469	-	15,469
54783 LICENSING SOFTWARE	2,700	-	2,700
	<u>49,999</u>	<u>-</u>	<u>49,999</u>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Children and Family Services 52 Washington Street Rensselaer, NY 12144</p>	<p>BUSINESS UNIT/DEPT. ID: CFS01 / 3400000</p> <p>CONTRACT NUMBER: T012874</p> <p>CONTRACT TYPE (select one):</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:</p> <p>PUTNAM COUNTY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods): <input type="checkbox"/> Amendment (list periods):</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002443 Federal Tax ID Number: 146002759</p>	<p>PROJECT NAME: MDT CAC</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 93.669</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 40 Gleneida Ave CARMEL NY 10512</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address 40 Gleneida Ave CARMEL NY 10512</p> <p>CONTRACTOR MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address 40 Gleneida Ave CARMEL NY 10512</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality 370100000-000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: Government</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 03/01/2024 To: 09/30/2024</p> <p>AMENDED TERM:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Fixed Term</i> - enter current period amount; <i>Simplified Renewal</i> - enter cumulative amount to date; <i>Multi-year</i> - enter total projected amount of the contract):</p> <p>CURRENT: 49,999.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
--	---

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:

Appendix A
Attachment A-1
Attachment A-2
Attachment A-3
Attachment B - Budget
Attachment C
Attachment D
Attachment MWBE

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

Sara Servadio
Commissioner
PULNAM COUNTY OF
4/16/2024 10:21:08 AM

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

ARCHIEA PHILLIPS
BCMSIC
OCES BCM
4/16/2024 12:07:49 PM

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
 Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
 Printed Name

Title: _____

Date: _____

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

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

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

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

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

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

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

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

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

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

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

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

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

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

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

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

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

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

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

N. Renewal:

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

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

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

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

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

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

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

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

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

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

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

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

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

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

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

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

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

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

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

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

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

C. Use of Material, Equipment, Or Personnel:

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

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

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

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

- a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

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

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

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

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

by the Contractor under this Agreement.

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

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall

timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement

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

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

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

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

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

H. Web-Based Applications-Accessibility:

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

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or

payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

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

K. Vendor Responsibility:

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

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

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

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

L. Workers' Compensation Benefits:

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

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

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

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

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

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

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

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

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

ATTACHMENT A-1
AGENCY-SPECIFIC TERMS AND CONDITIONS FOR ALL
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS)
CONTRACTS

(February 2024)

The words "Agreement" and "Contract" are used interchangeably throughout this Appendix and refer back to the State of New York Contract For Grants.

1. STAFF

It is the policy of OCFS to encourage the employment of qualified applicants for, or recipients of, public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.

For the purposes of this section "Staff" includes employees, owners, directors, subsidiaries, affiliates, partners, agents and subcontractors of the Contractor working under this agreement.

- a. The Contractor shall be fully responsible for performance of work by its Staff working under this agreement.
- b. OCFS reserves the right to require;
 - The Contractor to identify, in writing, the Staff who will be responsible for performing the work to be done under this CONTRACT,
 - Prior written approval of OCFS for a Staff change or substitution, and
 - The Contractor's submission of the Staff resume and proof of any required licensure to OCFS for review and pre-approval. OCFS may refuse to approve any Staff based on its review of such individual's professional capacity and licensure to perform the required services.
- c. The Contractor specifically represents and agrees that its Staff has and shall possess the required education, licensure, experience, knowledge, and character necessary to qualify its Staff for the particular duties to be performed pursuant to this Agreement, including having the necessary integrity and professional capacity to meet OCFS's reasonable expectations.
- d. Whenever the Contractor becomes aware that any of its Staff who are providing services under the Agreement no longer possess the necessary education, experience, knowledge, and professional capacity including required professional licensure and/or have unsatisfactory performance evaluations and/or engage in employee misconduct and/or violate employment practices and policies, the Contractor shall immediately notify OCFS.
- e. OCFS reserves the right to require the Contractor to remove any of its Staff from work under the Agreement, if, in OCFS's discretion, such individual is not performing in accordance with this Agreement, for any other reasonable work-related cause, or any of the reasons listed under 1.d above.
- f. Upon written notice from OCFS regarding any of the issues identified under c. d. and/or e. above, Contractor shall promptly investigate such claim. Contractor must reply in writing to OCFS within ten (10) days of the receipt of OCFS's notice specifying a course of action or remedy for OCFS review and approval. If OCFS and the Contractor cannot reach an agreed upon course of action or remedy, OCFS reserves the right to remove the individual from performing work under the Contract and require replacement of the staff member or may, in its discretion, terminate the Contract for cause. Following the Contractor or OCFS's removal of Staff, where applicable, OCFS will follow agency procedures to restrict or remove access of the Staff from OCFS's premises and information resources. OCFS will also remove the Staff member's right to provide services under the agreement at an OCFS Contractor's facilities.

- g. The Federal Immigration Reform and Control Act, as amended (8 USC § 1324a et al.), obligates employers, such as the Contractor and its subcontractors, to verify that its employees are legally entitled to work in the United States. In order to confirm that the employees are legally entitled to work in the United States, OCFS reserves the right to request documentation attesting to the legal entitlement to work in the United States of any Contractor or subcontractor employee assigned work under this Agreement. OCFS does not provide sponsorship. The Contractor warrants to OCFS that all of its Staff who perform work under the Agreement are legally authorized to work in the United States. The Contractor is responsible for ensuring that all of its Staff retain the authorization to legally work in the United States throughout the term of the Agreement.

2. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment C must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OCFS under the Federal Social Security Act, where applicable.
- c. If funds from this CONTRACT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
- Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The Contractor shall provide to OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.
- d. OCFS will designate a Program and/or Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. The Program and/or Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this CONTRACT shall be directed to the assigned Program and/or Contract Manager.
- e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the CONTRACT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of OCFS and the Office of the State Comptroller (OSC).
- f. Contractor may not submit claims in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the State of New York Contract For Grants for any contract period of the Contract without the written permission of OCFS.

OCFS reserves the right to deny claims submitted by the Contractor in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the State of New York Contract For Grants for any contract period of the Contract.

Contractor acknowledges and agrees that allowable claims submitted by the Contractor under the State of New York Contract For Grants are subject to the continued availability of funding, and Contractor acknowledges and agrees that it may not be reimbursed by OCFS or the State of New York for claims if funds for payment of amounts due to the Contractor under the State of New York

Contract For Grants have become unavailable. In that instance, Contractor acknowledges and agrees that the Contractor will have no cause of action against OCFS or the State of New York based on the failure to pay such claims.

For purposes of this section the term "funds lawfully available for payment" includes but is not limited to grants, annual appropriations and allocations available pursuant to State or federal law.

- g. All organizations that receive Federal and/or New York State financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal and/or New York State financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal and/or New York State financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal and/or New York State financial assistance.

- h. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and client information with regard to services provided under this CONTRACT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this CONTRACT.
- b. Contractor agrees to retain all non-public information obtained from OCFS as confidential and agrees not to release or discuss any of such information unless Contractor has obtained the prior consent of OCFS, or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority. Contractor shall promptly notify OCFS of any disclosure made by Contractor and/or any request of Contractor to disclose, by operation of law, or applicable government authority, such confidential information. In addition, all information and knowledge concerning youth in OCFS custody, which Contractor may obtain from OCFS shall be kept strictly confidential. Contractor shall comply with all applicable statutory and regulatory confidential provisions, including but not limited to sections 372, 422, and 444 of the Social Services Law; section 501-c of the Executive Law; Article 27-F of the Public Health Law; 9 NYCRR 164.7 and 168.7 and 18 NYCRR 357.3, 423.7, 431.7 and 432.7.
- c. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Staff Exclusion List (SEL) maintained by the Justice

Center for People with Special Needs (Justice Center) and of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

4. PUBLICATIONS AND COPYRIGHTS

- a. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.
- b. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the CONTRACT is federally funded.
- c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

5. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

6. TERMINATION

In addition to the grounds for termination included in the State of New York Contract For Grants, to the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OCFS to the Contractor.

7. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this CONTRACT;

- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or CONTRACT renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a CONTRACT is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest, is paid.

8. REFUNDS

In the event that the Contractor must make a refund to the OCFS for Contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The Contractor must include with the payment a brief explanation of why the refund is being made and reference the Contract number. Refund payments must be submitted to:

New York State Office of Children and Family Services
 Attention: Contract Cash Receipts
 Bureau of Contract Management
 Capital View Office Park
 52 Washington Street, South Building, Room 202
 Rensselaer, New York 12144

9. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS reserves the right to terminate this CONTRACT if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the OCFS, OCFS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this CONTRACT. Nothing herein shall preclude or otherwise limit OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

10. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the Contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report. This form must report information for all employees who provided services under the CONTRACT whether employed by the Contractor or a

subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:

<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>

The Contractor must submit a completed Form AC-3272-S New York State Consultant Services – Contractor’s Annual Employment Report to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Empire State Plaza
Swan Street Building – 1st Floor
Albany, New York 12239

11. ADDITIONAL ASSURANCES

- a. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this CONTRACT to obtain and maintain a general policy of liability insurance in an appropriate amount.
- b. Notwithstanding the provisions of this CONTRACT, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

12. ADMINISTRATIVE COST LIMIT

- a. For State Funded Contracts - Total administrative costs are limited to 15 percent (15%) of the total contract value as established by OCFS policy. OCFS reserves the right to adjust this limit at its sole discretion and will provide written notice to Contractors of any change in this policy. During the Contract period, if circumstances occur that would result in the total administrative cost expense percentage exceeding the OCFS administrative cost percentage limitation in the approved budget, contractors must submit a justification to OCFS as soon as they become aware that their expenses will exceed the cap. The justification must include the reason(s) why the administrative costs included in the approved budget would exceed the cap and why other budget expense changes are not possible to maintain administrative expenses at the percentage limit. OCFS will review the justification and will notify the Contractor if the overage is approved or not. Additionally, if an exemption to this limit is approved, Contractors are required to take all steps possible to minimize the amount of administrative expenses charged the Contract to maximize Contract goods/services provided. In no event will an administrative cost exemption result in an increase to the Contract value.
- b. For Federally Funded Contracts - Administrative expenses charged on Federally funded contracts

are limited to the administrative cost limit percent established by the State of New York Master Contract for Grants Attachment D, Payment and Reporting Section B.5. bullet one and the federal notice of award terms indicated in Attachment A1-B where applicable. This percent cannot be exceeded.

13. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in the Attachment MWBE entitled "Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

14. SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)

The Service-Disabled Veteran-Owned Business Act, signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB Act, which is codified under Article 17-B of the Executive Law, acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. Therefore, and consistent with its Master Goal Plan, OCFS strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs, that are responsible and responsive, for at least six percent (6%) of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS. Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practical, and consistent with the legal requirements of the State Finance Law and the Executive Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: <https://ogs.ny.gov/Veterans/>

For additional information relating to the use of certified SDVOBs in contract performance, and participation by SDVOBs with respect to State Contracts through Set Asides, please refer to the following:

- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
- Participation by Service-Disabled Veterans with Respect to State Contracts Through Set Asides
- <https://ogs.ny.gov/Veterans/>

Please note that bidders/proposers must continue to utilize M/WBEs, as discussed above in paragraph 14, consistent with current State law.

15. OUTSIDE COUNSEL

Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the New York State Office of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

16. EXECUTIVE ORDER NUMBER 177

Executive Order Number 177, signed on February 3, 2018, by Governor Andrew M. Cuomo directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The Contractor must provide the EO

177 Certification statement found at the following website address: OCFS-2647, EO 177 Certification prior to any contract award or renewal of any contract by OCFS. By signing this agreement, contractor certifies that it is in compliance with these provisions.

17. FEDERAL FUND ADVANCE REQUEST

Requests for advance payments on federally funded contracts must be made in accordance with 2 CFR Part 200, and in particular with 2 CFR section 200.305 and other applicable laws, rules and regulations. Requests for advance payments on federally funded contracts must be made, in writing, on the Federal Fund Advance Request form (OCFS-3900), pursuant to the process established by OCFS. OCFS will review and a determination will be made upon the contractor's submission of all required information. OCFS will recoup advance payments on federally funded contracts by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the third quarter of the contract period and in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and in accordance with the Federal Fund Advance Request Form (OCFS-3900). In the event a request for an advance payment on a federally funded contract is made in or later than the second quarter of the contract period, and such request is approved by OCFS, OCFS will recoup such advance payment by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the fourth quarter of the contract period in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and the Federal Fund Advance Request Form (OCFS-3900).

18. SPENDING ADJUSTMENTS

OCFS recognizes that actual costs incurred under the contract may be different from the projected costs in the approved contract budget. Upon the contractor's determination that certain budget line expenditures are going to exceed the amounts on those lines in the approved contract budget, the contractor must submit the required documentation as directed in the OCFS Budget Spending Adjustment Guidelines which shall be provided to the contractor upon initial contract approval and again with 90 days advance written notice if there are any changes to the process.

Budget spending adjustments that require prior approval must be submitted as directed in the OCFS Budget Spending Adjustment Guidelines and approved by OCFS prior to the effective date of the adjustment to allow for the processing of any claims related to costs exceeding the current approved contract budget categories. Any spending related to a budget spending adjustment requiring prior approval that is not submitted and approved prior to the effective date may result in the non-reimbursement of associated expenses.

All State funded budget spending adjustments will be subject to review by the OCFS Contract Compliance Unit to determine compliance with mandatory NYS MWBE requirements as stated in the Contract. Any spending adjustment that alters discretionary spending under the Contract may result in changes to your MWBE Spending Goal.

OCFS will not approve any budget spending adjustment during the final year of the Contract that appear to have the intent of spending down unexpended funds on equipment or other items that are not directly related to use in the current Contract period/term.

While there are occasions where it is necessary, OCFS discourages budget spending adjustments in the final quarter of the Contract.

19. STATE FINANCE LAW §139-I

New York State Finance Law §139-I, effective January 1, 2019, requires, in relevant part, that "[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] '[b]y submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own

organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. The Contractor must provide the foregoing certification prior to any award being made by OCFS. For additional guidance on drafting an appropriate sexual harassment policy and developing appropriate training please refer to State Finance Law §139-I and <https://www.ny.gov/combating-sexual-harassment-workplace/employers#top>. By signing this agreement, contractor certifies that it is in compliance with these provisions.

Attachment A-2

Attachment A-2

Program Specific Terms and Conditions

Multiple Disciplinary Teams (MDT) and Child Advocacy Centers (CAC)

MDT/CAC's conduct investigations of physical abuse, sexual abuse, near death and deaths of children ages 0 to 18 years of age using cross discipline expertise; an environment staffed by and/or accessible to multiple disciplines for training and equipped to conduct initial and ongoing forensic interviews, case management, medical exams and psycho/social assessments in a child and family friendly setting. The MDT/CAC identifies opportunities for systemic changes and immediate interventions to enhance investigations and treatment of crimes against children.

New York State Social Services Law Section 423 requires all counties to use an MDT approach or a joint response with law enforcement to investigate reports alleging physical abuse, sexual abuse, fatalities, and cases where a child has been physically harmed after two prior reports by mandated reporters within the previous six months. New York Social Services Law 423-a establishes CACs that provides, among other things, sound program, fiscal, and administrative practices as well as inter-disciplinary protocols.

Per NYS Social Service Law, all CAC programs are approved by OCFS. All CAC programs must meet the 10 New York State program standards as listed below and/or any new or revised standards:

- **A Child Appropriate/Child Friendly Facility:** The child-focused setting is comfortable, private, and both physically and psychologically safe for diverse populations of children and their non-offending family members. It is preferable that the site be in a location separate from other service providers. However, it may be a special family/victim-oriented sub-facility within a larger agency.
- **Established Multidisciplinary Team (MDT):** There must be a well-functioning multidisciplinary child abuse investigation team in place with a protocol for the investigation and interviewing of child victims. The team must consist of representation from Child Protective Services, the District Attorney's office, law enforcement agencies, medical providers trained in forensic pediatrics, mental health professional/s, victim advocacy personnel, and child advocacy center staff. The team may also include other agencies involved with targeted cases.
- **Organizational Capacity:** A designated legal entity responsible for program and fiscal operations that implements sound administrative policies and procedures.
- **Cultural Competency and Diversity:** Culturally competent services must be routinely made available to all CAC clients and coordinated with the MDT response. There must be the promotion of policies, practices, and procedures that are culturally competent.
- **Forensic Interviews:** Forensic interviews must be conducted in a legally sound truth-seeking manner. Interviews must be of a child sensitive, unbiased, developmentally, and culturally appropriate, fact-finding nature; and are coordinated to avoid duplicative interviews.

Attachment A-2

- **Medical Evaluation:** Specialized medical evaluation and treatment services are made available to all children as part of the MDT response, either at the CAC or through coordination and referral with other specialized medical providers.
- **Mental Health:** Specialized trauma-focused mental health services, designed to meet the unique needs of the children and non-offending family members, must be routinely made available as part of the MDT response, either at the CAC or through coordination and referral with other providers, throughout the investigation and subsequent legal proceedings.
- **Victim Support and Advocacy:** Victim support and advocacy services must be made available to all children and their non-offending caretakers as part of the MDT response, throughout the investigation and prosecution, either at the CAC or through coordination and referral with other providers.
- **Case Review:** A formal process in which MDT discussion and information sharing regarding the investigation, case status, and services needed by the child and non-offending family members is to occur on a routine basis.
- **Case Tracking:** CACs must monitor case progress and track case outcomes for all MDT components. Minimally, all CACs are required to utilize and enter data into the "Collaborate" data tracking system.

LOCAL SHARE MATCH REQUIREMENT:

- There is no required local share match.

DESIGNATED PAYMENT OFFICE:

All reports, claims for reimbursement, and claims to account for the advance payment (if applicable), must be logged and completed on-line in the Contract Management System (CMS).

ADMINISTRATIVE CAPS:

Federal Awards:

- OCFS will reimburse the federally approved indirect cost rate for federally funded contracts up to any statutory caps required by the funding streams and in accordance with the terms and conditions of the federal award. A copy of the federally approved indirect cost agreement, with narrative, addendum, and an expiration date must be submitted as part of the proposal.
- If your agency does not have a federally approved indirect cost agreement, and your agency is a non-Federal entity that has never received a negotiated indirect cost rate, except for a governmental department or agency unit that receives more than \$35 million in direct Federal funding, you may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC). Please see federal regulations at 2 CFR 200.414(f) for the applicable legal requirements for this option.

Attachment A-2

- MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subcontract in excess of \$25,000.
- Use of a federally approved indirect cost rate, or the de minimis rate, as described above, if applicable, must be in accordance with all applicable federal rules to include 2 CFR Part 200.
- No additional Administrative Expenses will be allowed beyond the federally approved indirect cost rate or, if applicable, the de minimis rate.
- All costs claimed under the contract must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program must be charged proportionately, and the method of allocation must be documented, and such documentation must be provided to OCFS upon request.

ALLOWABLE AND NON-ALLOWABLE COST:

All allowable and non-allowable costs for federal awards can be found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements are located under 45 CFR Part 75. In accordance with 45 CFR §75.101 Applicability, this program must comply with 45 CFR Part 75 in its entirety. **45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards**

Allowable Cost include but are not limited to*:

- Staffing, fringe benefits,
- Staff recruitment and on-boarding expenses (i.e., background checks, fingerprints, advertisement of posting),
- Project equipment and furniture,
- Computers and appropriate software for the project,
- Supplies, mailing and printing costs of project related flyers/pamphlets, educational materials,
- Staff travel costs, including per diems while in travel status, at the approved state travel rate. State rates are available at the following web address: <http://www.osc.state.ny.us/agencies/travel/travel.htm>,
- Occupancy Space Cost,
- Telephone installation and monthly billing,
- Consultants retained by a formal agreement that supports the program and workplan and milestones,
- Rental of space,
- Training and Staff Development expense,
- Payroll and Audit fees (these are to be 100% administrative expense in your budget if charged),

Attachment A-2

- Vendors may use funds for staff recruitment, retention and longevity bonuses unless prohibited by the funding source, statute related to the funding or program, or prohibited by the vendor's employment policy(ies), and
- Payroll and Audit fees (these are 100% administrative expense in your budget if charged).

Non-Allowable Cost include but are not limited to*:

- Capital development or acquisition costs such as purchasing buildings and major refurbishing/renovation of buildings,
- Out of state travel, unless approved by the OCFS Program Manager,
- Interest costs, including cost incurred to borrow funds,
- Costs of organized fund raising,
- Cost for preparation of continuation agreements or contracts and other proposal development costs,
- Costs for dues, incorporation fees, conferences, or meetings unless in connection with the project, and
- Lunch or meals at meetings or training programs.
- Supplanting current positions or responsibilities

This is not a comprehensive list. Any questions should be directed to OCFS*.

This contract is funded with Federal Child Abuse and Neglect State Grants and are subject to federal regulations that can be found at <https://www.acf.hhs.gov/grants/manage-grant/grant-award/non-discretionary-award-terms>. Funds made available through this grant shall be used to supplement and not supplant other Federal, State, tribal, and local public funds expended to provide services and activities that promote the objectives of this procurement.

ADDITIONAL PROGRAM REQUIREMENTS:

All contractors with subcontracts will provide oversight that minimally includes review of all program and fiscal reports and claims on a quarterly basis. The contractor will identify the person(s) responsible for this oversight. The subcontract agreement will include this requirement and will also include as applicable information regarding referrals of participants and respective responsibilities of the contractor and subcontract.

The contract term of March 1, 2024 – September 30, 2024, will be broken down into the following claiming periods and will require that a completed CAC/MDT program report be uploaded with each quarterly claim that speaks to performance target/s milestone achievements and quarterly updates. The contractor is required to establish at least one (1) performance target that covers the contract term in its entirety.

- Quarter 1: March 1, 2024 – May 31, 2024
- Quarter 2: June 1, 2024 – August 31, 2024
- Quarter 3: September 1, 2024 – September 30, 2024

**ATTACHMENT A-3 SUBRECIPIENT
Federal Fund Vendor Determination
January 2024**

- This contract is funded in whole or in part with Federal funds. See following pages for federal requirements.
- OCFS has determined that the Vendor IS NOT a Subrecipient.
- OCFS has determined that the Vendor IS a Subrecipient.

Attachment A-3

Rev. 1-19-2024

Federally Funded Grants and Requirements Mandated by Federal Laws

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Office of Family and Children Services (OCFS).

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) and Executive Order Number 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

13. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

14. This contract is funded in whole or part with federal funds. OCFS is a pass-through entity of these federal funds. The vendor may be determined, as shown on Attachment E, to be a sub-recipient of federal funds or assistance. Sub-recipients of federal funds or assistance have the responsibility of reporting to OCFS in addition to the sub-recipient's responsibility to file reports with the federal clearinghouse designated by Office of Management and Budget (OMB). If this contract will require the sub-recipient to expend \$750,000 or more of federal funds from this contract, or in total with other contracts or grants of federal funds or assistance in the sub-recipient's fiscal year, regardless of the source of the funding, the sub-recipient is required to comply with the terms and provisions of the 2 CFR Part 200 (Subparts A – F) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or, if applicable, 45 CFR Part 75 or other applicable federal regulation. The sub-recipient will notify OCFS if it reasonably expects to expend the sum of \$750,000 of federally derived funds, in its fiscal year, as soon as it has notice of awards, grants or contracts totaling \$750,000 in federal funds but in no event later than the close of the calendar year. The sub-recipient will have an audit performed pursuant to the requirements of 2 CFR Part 200 (Subparts A – F) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or, if applicable 45 CFR Part 75 or other applicable federal regulation, and provide OCFS with the required reports within 30 days of the sub-recipient's receipt of the independent audit report or within 9 months after the close of the sub-recipient's fiscal year, whichever event is sooner.

15. Certifies that Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. Penalties and orders will be assessed against the entity responsible for the violation.

comply with the requirements of the Act. The grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions of children's services and all subgrantees shall certify accordingly.

16A. 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 4. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

5. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 6. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph four). 7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes: Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance: Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees: (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant: and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement: consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

16B. Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs: and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices.

Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following

actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

16C. Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

17. Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form- LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18A1. Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary

participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

18A2. (1) Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

18B.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

18B.2 a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. By signing and/or submitting this application or grant agreement, vendor agrees to comply with the Contract for Grants – Standard Terms and Conditions including, but not limited to, provision E, Records and Audits, and Attachment D, provision C, Refunds. The vendor further acknowledges that any Federal funds due to the OCFS or the State of New York as a result of overpayments or final State or Federal audit determinations that disallow expenditures that occurred during the contract term must be repaid as set forth in Attachment D, provision C, Refunds and as set form in Attachment A-1 section 8 entitled 'Refunds'.



Recipient Information

1. Recipient Name
NEW YORK
52 Washington St

RENSSELAER, NEW YORK 12144

2. Congressional District of Recipient
*See Remarks

3. Payment Account Number and Type
*See Remarks

4. Employer Identification Number (EIN)
1146013200W1

5. Data Universal Numbering System (DUNS)
042387717

6. Recipient's Unique Entity Identifier
*See Remarks

7. Project Director or Principal Investigator
Derek Holtzclaw

derek.holtzclaw@ocfs.ny.gov
518-486-7218

8. Authorized Official
*See Remarks

Federal Agency Information

9. Awarding Agency Contact Information
Margaret Harrell
Grants Management Officer
MGM_Grantor@grantsolutions.gov
312-353-4720

10. Program Official Contact Information
Jerry Milner
Associate Commissioner
ACYF - Children's Bureau
MGM_Grantor@grantsolutions.gov
202-205-8618

Federal Award Information

11. Award Number
2001NYNCAN
12. Unique Federal Award Identification Number (FAIN)
2001NYNCAN
13. Statutory Authority
42 USC 5101, Sec. 106(a)
14. Federal Award Project Title
*See Remarks
15. Catalog of Federal Domestic Assistance (CFDA) Number
93.669
16. CFDA Program Title
Child Abuse and Neglect State Grants
17. Award Action Type
Supplement
18. Is the Award R&D?
*See Remarks

Summary Federal Award

Financial Information

19. Budget Period Start Date 10-01-2019	End Date 09-30-2024
20. Total Amount of Federal Funds Obligated by this Action	\$549.00
20a. Direct Cost Amount	*See Remarks
20b. Indirect Cost Amount Administrative Offset	*See Remarks
21. Authorized Carryover	*See Remarks
22. Offset	*See Remarks
23. Total Amount of Federal Funds Obligated this budget period	\$4,841,430.00
24. Total Approved Cost Sharing or Matching, where applicable	*See Remarks
25. Total Federal and Non-Federal Approved	*See Remarks
26. Project Period Start Date 10-01-2019 -	End Date 09-30-2024
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching	*See Remarks

28. Authorized Treatment of Program Income
*See Remarks

29. Grants Management Officer – Signature

Margaret Harrell
Grants Management Officer

Footnotes

This grant action awards the balance of the remaining funds for FFY 2020.



Department of Health and Human Services
Administration for Children and Families

Notice of Award
Award # 2001NYNCAN
FAIN# 2001NYNCAN
Federal Award Date: July 17, 2020

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Recipient Information

NEW YORK
52 Washington St
RENSELAER, NEW YORK 12144
Employer Identification Number (EIN): XXXXXXXXXXXXX
Data Universal Numbering System (DUNS): 042387717
Recipient's Unique Entity Identifier: *See Remarks
Object Class: 41.15

Financial Information

<u>Appropriation</u>	<u>CAN</u>	<u>Allotment</u>	<u>Award this action</u>	<u>Cumulative Grant</u>		<u>Document Number</u>	<u>Funding Type</u>
				<u>Award to Date</u>			
75-20-1536	2020,G992372	\$4,841,430.00	\$549.00	\$4,841,430.00		G-2001NYNCAN	Formula

Terms and Conditions

This grant is hereby awarded for obligations and expenditures made in accordance with your approved application under the Child Abuse Prevention and Treatment Act, as amended (42 U.S.C. 5101). All funds must be liquidated/expended no later than fiscal year end date. A negative grant award will be issued for funds that are not liquidated by that date.

With the acceptance of this award, you agree to administer this grant in compliance with conditions set forth in the applicable Program Instructions, terms and conditions, Departmental regulations, and OMB Circulars. Further, in accordance with Department of Treasury regulations 31 CFR Part 205, implementing the Cash Management Improvement Act, you agree to limit your request to draw Federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate requirements in carrying out programs funded through this award. Failure to adhere to these requirements may cause the suspension of grant funds.

Funds included in this award will be made available through the DHHS Payment Management System (PMS). Questions pertaining to payments should be directed to DHHS Division of Payment Management, Post Office Box 6021, Rockville, MD 20852; telephone 1-877-614-5533.

The electronic Terms and Conditions to support this program can be found on the website at <https://www.acf.hhs.gov/grants/terms-and-conditions>.

Please transmit a copy of this letter to the office authorized to request funds covered by this award.

Remarks

* This field is intended to be included in the standardized Notice of Award and will be displayed in subsequent quarters.



**Department of Health and Human Services
Administration for Children and Families**

Notice of Award
Award # 2001NYNCAN
FAIN# 2001NYNCAN
Federal Award Date: July 17, 2020

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The contact information contained in Item #7 of this Notice of Award (NOA) is under review and may not reflect the current Project Director or Principal Investigator of this award. Please note that the NOA was emailed to the address provided on the FY 2020 CFS-101 forms in the Child and Family Services Plan.

A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role/Responsibility Below

4. Title:

Enter Role/Responsibility Below

5. Title:

Enter Role/Responsibility Below

6. Title:

Enter Role/Responsibility Below

7. Title:

Enter Role/Responsibility Below

8. Title:

Enter Role/Responsibility Below

9. Title:

Enter Role/Responsibility Below

10. Title:

Enter Role/Responsibility Below

11. Title:

Enter Role/Responsibility Below

12. Title:

Enter Role/Responsibility Below

13. Title:

Enter Role/Responsibility Below

14. Title:

Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

B6. Equipment

Item	Local Share	OCFS Funds	Total Costs
Computer/Technology Devices/Equipment and Property (P)		\$14,526	\$14,526
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Equipment Costs	\$0	\$14,526	\$14,526

Enter Budget Narrative Below:

Computer/Technology Devices/Equipment and Property means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. This line will be used to incorporate any reasonable equipment expenses, based on program need, which may arise throughout each year and would not otherwise be covered by local share or within other budget categories. Examples of purchases may include, but are not limited to: computing devices, printer/copiers, furniture and property..

B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
Printing/Copying and Outreach Supplies (P)		\$3,804	\$3,804
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Supply Costs	\$0	\$3,804	\$3,804

Enter Budget Narrative Below:

Program Supplies (P) -This line covers cost for items for items used by program staff and participants in the program (Insert program need here: example: to educate and support positive PCI, bonding and attachment, decrease social isolation, child development and health). Examples of supplies may include, but are not limited to DVD's, books, educational toys, curriculum, advisory and council member supplies and software.

Printing/Copying and Outreach Supplies (P) - This line will be used to support the staff and families in the delivery of the program that supports the work plan and outcomes; as well as outreach and promotion of the program. Examples of supplies and cost may include but are not limited to; paper, toner, outreach materials, brochures and printed material as well as maintenance and repair of copier and printers as needed. This is 100% utilized by the program but due to budget constraints we are only able to charge a portion of the estimated annual cost.

B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
Training and Staff Development (P)		\$16,200	\$16,200
Unforeseen Miscellaneous Expenses (P)		\$0	\$0
Unforeseen Miscellaneous Expenses (A)		\$0	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Other Expenses	\$0	\$16,200	\$16,200

Enter Budget Narrative Below:

Training and Staff Development (P) - This line item is to help develop skills and help define roles and responsibilities throughout the program. This line will be used for trainings, conferences and curriculum may cover topics such the needs of the program such as but are not limited to staff and professional development, work plan and targets. Estimated cost will cover registrations fees and materials/supplies, space for training, and/or to pay for a trainer/speaker to put on trainings which may include their travel expenses (not to exceed the NYS Travel Rates and not included in contractual/consultant agreements).

Unforeseen Miscellaneous Expenses (A/P) - This line will be used to incorporate unforeseen expenses, that align or support the contracts work plan, goals, and objectives and are not included in other budget categories. This line may not be used without prior approval by your OCFS Program Manager.

Contractor Name: Putnam County Department of Social Services
Period of Budget: 03/01/2024 - 08/30/2024
Contract Number: T012874

**ATTACHMENT B
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
A. Personal Services			
1. Project Staff Salaries	\$0	\$0	\$0
2. Fringe Benefits			\$0
3. Total (Lines 1 + 2)	\$0	\$0	\$0
B. Non-Personal Services			
4. Contractual/Consultant	\$0	\$15,468	\$15,468
5. Travel/Per Diem	\$0	\$0	\$0
6. Equipment	\$0	\$14,526	\$14,526
7. Supplies	\$0	\$3,804	\$3,804
8. Other Expenses	\$0	\$16,200	\$16,200
9. Total (Total Lines 4 to 8)	\$0	\$49,998	\$49,998
C. Project Total (Lines 3 + 9)	\$0	\$49,998	\$49,998

Local Match (if required) Use *calculation below
--

*Local Match Calculation = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

Local Share/Match Breakdown

	Source	Amount
A. Cash Donations		
B. In-Kind Donations		
C. Volunteers/Intern		
D. Fees for Service		
E. Unrestricted Cash or Fund Balance		
F. Grants:		
- Other grants supporting this project		
Amount of OCFS Funds		\$49,999
Non-OCFS Funds supporting this project		
Total		\$49,999

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

Attachment C Work Plan

ATTACHMENT C - WORKPLAN

**Contract #T012874
03/01/2024 – 09/30/2024**

Putnam County Department of Social Services Child Advocacy Center of Putnam County

WORK PLAN

PROJECT PLAN: The CAC of Putnam County will use the requested funds to improve the services and facilities of the program. For Child Abuse Awareness Month, we plan on inviting a keynote speaker, to our Champion for Children's Breakfast event. This presentation will be shared with attendees, MDT members, partner agencies, elected officials, and community members. This event is crucial for raising awareness for child advocacy issues and fostering collaboration among stakeholders. We will also allocate funds to expand our pinwheel gardens throughout the county.

To further educate and engage the community, funds will be allocated to acquire access to the Screenagers Documentary for awareness and informative purposes as well as other outreach supplies aimed at raising awareness about child advocacy issues and prevention strategies.

Additionally, funds will be utilized to enhance the physical environment of our center by painting staff offices and stairwells. A visually appealing and well-maintained space is crucial in creating a welcoming and supportive atmosphere for children and families. This initiative not only benefits the families we serve but also contributes to a trauma-informed workspace for our staff and team members.

Another important aspect of our workplan is the upgrade and replacement of forensic interview recording equipment. The current system is outdated and unreliable, affecting the quality of our services. With the allocated budget, we plan to purchase equipment from Star Witness to ensure accurate and reliable forensic interviews.

Furthermore, funds will be used to support an off-site training and team-building event for our MDT members. Given recent team turnover, investing in rebuilding, and strengthening team dynamics is essential. Hiring a consultant to facilitate team-building activities will foster relationships, build trust, and promote a more cohesive and collaborative work environment.

Finally, we seek to contract with a training consultant to host training, aimed at providing practical strategies for working with individuals with disabilities and mental health disorders. This training, grounded in forensic interviewing best practices, will benefit MDT members and other service organization staff statewide.

Through these initiatives, we aim to enhance our services, facilities, and team dynamics to better serve children and families in need.

ATTACHMENT C - WORKPLAN

Performance Target(s) and Milestone Chart

Program Standard: Organizational Capacity

PERFORMANCE TARGET #: 1

CAC/MDT members will participate in relevant education and training opportunities.

<u>First Quarter Milestone(s):</u>	<u>03/01/2024-05/31/2024</u>	<u>Verification of Milestones</u>
1. Will contract with keynote for our Champion's for Children Breakfast		Copy of agreement
2.MDT members will attend the Champion's for Children Breakfast		List of attendees will verify team members in attendance
3. Will research consultants to facilitate and locations to hold a team retreat		3. A copy of the agreement and agenda and will verify plans for a team retreat.

<u>Second Quarter Milestone(s):</u>	<u>06/01/2024-08/31/2024</u>	<u>Verification of Milestones</u>
1.Will contract with trainer for interviewing children with disabilities.		1. Copy of contract
2.Will promote training statewide		2. Copies of emails, flyers and social media posts will verify training advertisement

<u>Third Quarter Milestone(s):</u>	<u>09/01/2024-09/30/2024</u>	<u>Verification of Milestones</u>
1. Participants with be trained on strategies for working with and interviewing individuals with disabilities and mental health disorders.		1. Copy of hand-outs and List of attendees will verify training content and team members in attendance
2.MDT members will participate in team building exercises during a team retreat.		2. Copy of hand-outs and List of attendees will verify training content and team members in attendance

ATTACHMENT C - WORKPLAN

Program Standard: Child Appropriate/Child- Friendly Setting

PERFORMANCE TARGET #: 2

The CAC will improve the physical environment and make it visually appealing to create a welcoming and supportive atmosphere for children and families.

<u>First Quarter Milestone(s):</u>	<u>03/01/2024-05/31/2024</u>	<u>Verification of Milestones</u>
1. Contract with painter will be executed		1. Copy of contract will be provided for verification.
2.		
3.		

<u>Second Quarter Milestone(s):</u>	<u>06/01/2024-08/31/2024</u>	<u>Verification of Milestones</u>
1. CAC offices and stairwell will be painted		1. Photographs and an invoice will verify completion of painting.
2.		
3.		

<u>Third Quarter Milestone(s):</u>	<u>96/01/2024-09/30/2024</u>	<u>Verification of Milestones</u>
1.		
2.		
3.		

**ATTACHMENT D
PAYMENT AND REPORTING**

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Claim Num	Claim Type	Claim Period	Time Limit
1	Advance (%)	See Attachment A-1 for Federal Fund Advance Requests	
2	Quarterly Reimbursement	Third Month of the Period	30 Days
3	Quarterly Reimbursement	Sixth Month of the Period	30 Days
4	Quarterly Reimbursement	Ninth Month of the Period	30 Days
5	Quarterly Reimbursement	Twelfth Month of the Period	60 Days

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

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

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

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

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

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

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

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

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).
3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Progress Report	Report Type	Report Period	Due Date
1	Work Plan Based	Third Month of the Period	30 Days
2	Work Plan Based	Sixth Month of the Period	30 Days
3	Work Plan Based	Ninth Month of the Period	30 Days
4	Work Plan Based	Twelfth Month of the Period	60 Days

E. Special Payment and Reporting Provisions

1. Expenditure-Based Reports (select the applicable report type):

- Narrative/Qualitative Report (Progress Reporting)**
The Contractor will submit, on a quarterly basis, not later than 30 from the end of the quarter.
- Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter.
- Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed.
- Final Report**
The Contractor will submit the final report no later than 60 days after the end of the contract period.
- Consolidated Fiscal Report (CFR)**
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual.

2. Recoupment Language (if applicable)

Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting an amount of subsequent claims per your approved Federal Fund Advance Request form and such claims will be reduced until the advance is fully recovered within the contract period.

Attachment MWBE

Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures

Revised January 2018

I. General Provisions

- A. The Office of Children and Family Services ("OCFS") is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OCFS, to fully comply and cooperate with OCFS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds, assessment of liquidated damages pursuant to Section VII of this Attachment and such other remedies are available to OCFS pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, OCFS hereby establishes an overall goal of **0%** for MWBE participation, **0%** for New York State-certified minority-owned business enterprise ("MBE") participation and **0%** for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1. Evidence of outreach to MWBEs;
 - 2. Any responses by MWBEs to the Contractor's outreach;
 - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OCFS with MWBEs; and,
 - 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
 - 1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall submit an EEO policy statement to OCFS within seventy-two (72) hours after the date of the notice by OCFS to award the Contract to the Contractor.

Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OCFS may require the Contractor or subcontractor to adopt a model statement (see Form – OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. OCFS-4629 – Project Staffing Plan Form

This section applies to OCFS contracts with a total value in excess of \$250,000 only.

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OCFS. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

D. OCFS-2171 – Workforce Utilization Report Form

This section applies to non-grant contracts only.

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OCFS on a quarterly basis during the term of the Contract. The completed Workforce Utilization Report must be submitted via email to eeo@ocfs.ny.gov no later than 10 days following the end of each quarter during the term of the Contract.
 2. Separate forms shall be completed by the Contractor and any subcontractors.
 3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

OCFS-4361 – MWBE Utilization Plan Form

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OCFS, through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OCFS, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OCFS shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through a non-electronic method provided by OCFS (OCFS-4442 – MWBE Request for Waiver Form). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OCFS shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If OCFS, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, OCFS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

OCFS-4441 – MWBE Quarterly Report Form

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OCFS by the 10th day following the end of each quarter during the term of the Contract. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

VII. Liquidated Damages - MWBE Participation

- A. Where OCFS determines that the Contractor is not in compliance with the requirements of this Attachment and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to OCFS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OCFS, the Contractor shall

pay such liquidated damages to OCFS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

#609

Committee Mtg _____ Resolution # _____
Introduced By _____ Regular Mtg _____
Seconded By _____ Special Mtg _____

APPROVAL - BUDGETARY AMENDMENT (24A058) – DPW – 2023 COUNTY-WIDE PAVEMENT MAINTENANCE & REHABILITATION PROGRAM

WHEREAS, the Commissioner of Public Works has requested a budgetary amendment (24A058) to continue the 2023 County-Wide Pavement Maintenance & Rehabilitation Program; and

WHEREAS, said program was originally going to be funded with bond proceeds; and

WHEREAS, due to the present economic conditions, it was determined to be financially prudent to cover this program with surplus interest earnings rather than borrowing and incurring additional closing costs and accrued interest costs throughout the life of the borrowing; and

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

RESOLVED, that the following budgetary amendment be made:

GENERAL FUND:

Increase Appropriations:

10990100 59020 52302 Transfer Out – Capital 325,000

Increase Estimated Revenues:

10131000 424011 Interest & Earnings 325,000

CAPITAL FUND:

Increase Estimated Revenues:

55197000 428601 52303 Transfer In – General 325,000

Decrease Estimated Revenues:

05000 45710N 52302 2023 Serial Bond Proceeds 325,000

2024 Fiscal Impact – 0 –

2025 Fiscal Impact – 0 –

- Legislator Addonizio _____
- Legislator Castellano _____
- Legislator Crowley _____
- Legislator Ellner _____
- Legislator Gouldman _____
- Legislator Montgomery _____
- Legislator Nacerino _____
- Legislator Sayegh _____
- Chairman Jonke _____

MICHAEL J. LEWIS
COMMISSIONER OF FINANCE



*cc: all
A+A OK Greg
Reso*
KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment – 24A058**
DATE: June 19, 2024

2024 JUN 19 AM 11:38
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner and Deputy Commissioner Department of Public Works, the following budgetary amendment is requested.

General Fund:

Increase Appropriations:

10990100 59020 52302 Transfer Out - Capital \$ 325,000

Increase Estimated Revenues:

10131000 424011 Interest & Earnings \$ 325,000

Capital Fund:

Increase Estimated Revenues:

55197000 428601 52302 Transfer In - General \$ 325,000

Decrease Estimated Revenues:

05000 45710N 52302 2023 Serial Bond Proceeds \$ 325,000

Fiscal Impact - 2024 - \$ 0
Fiscal Impact - 2025 - \$ 0

Pursuant to the attached letter of necessity, a budgetary amendment is needed to continue with the 2023 County-wide pavement maintenance and rehabilitation program. The original adopted Capital Plan for 2023 was originally going to be funded with bond proceeds. Due to the present economic conditions, it's financially prudent to cover this program with surplus interest earnings rather than borrowing and incurring additional closing costs and accrued interest costs throughout the life of the borrowing.

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

TO: Michael Lewis, Commissioner of Finance

FROM: Thomas Feighery, Commissioner of Public Works *Thomas Feighery*
Joe Bellucci, Deputy Commissioner of Public Works

DATE: June 19, 2024

RE: Request for Budgetary Amendment

Please accept this memorandum as a request for the Legislature to consider the enclosed budgetary amendment.

The consideration of this resolution tonight will allow the Putnam County Department of Public Works to continue with its 2024 pavement maintenance and rehabilitation program. Although the DPW has made significant strides to address pavement deficiencies throughout the County last year, there are additional roads that will need to be address moving forward into the 2024 paving season. This remaining \$325,000 in funding will allow the DPW to address much needed repairs.

We thank the Legislature for consideration of this resolution, and we will have members of the Finance Department and Department of Public Works available at the Audit Committee meeting to answer questions regarding this request.

cc: Michele Sharkey, Auditor

CLOVE EXCAVATORS, INC.

212 VAN WAGNER ROAD
POUGHKEEPSIE, NY 12603

Estimate

Date	Estimate #
3/7/2024	136

Name / Address
Putnam County Dept. of Highways & Facilit 842 Fair Street Carmel, NY 10512

			Project
			RFB-38-23 Paving 2...
Description	Qty	Cost	Total
Road Paving 2024			
Drewville Rd. 14550' by 27' 2 Inch Overlay Type 6F3 (Tons)	5,335	126.50	674,877.50
Escalation Adjustment	5,335	-2.294	-12,238.49
Tack Coat Drewville Rd. (Gallons)	2,200	15.00	33,000.00
Yellow Pavement Stripes (Miles)	5.511	1,400.00	7,715.40
White Pavement Stripes (Miles)	5.511	1,400.00	7,715.40
1 Stop Bar (Square Foot)	20	3.00	60.00
Oscawana Lake Rd. 11300' by 28' / 1700' by 31' 2 Inch Overlay Type 6F3 (Tons)			
Escalation Adjustment	5,012	-2.294	-11,497.53
Tack Coat Oscawana Lake Rd (Gallons)	2,100	15.00	31,500.00
Yellow Pavement Stripes (Miles)	4.924	1,400.00	6,893.60
White Pavement Stripes (Miles)	4.924	1,400.00	6,893.60
Peacable Hill Rd. 5400' by 24' / 700' by 32' 2 Inch Overlay Type 6F3 (Tons)			
Escalation Adjustment	2,065	-2.294	-4,737.11
Tack Coat Peacable Hill Rd. (Gallons)	900	15.00	13,500.00
Yellow Pavement Stripes (Miles)	2.311	1,400.00	3,235.40
White Pavement Stripes (Miles)	2.311	1,400.00	3,235.40
2 Stop Bars (Square Foot)	30	3.00	90.00
Secor Rd. 1050' by 42' / 800' by 44' 2 Inch Overlay Type 6F3 (Tons)			
Escalation Adjustment	1,080	-2.294	-2,477.52
		Subtotal	
		Sales Tax (8.125%)	
		Total	
Signature for Approval _____		Date _____	

Phone #	E-mail
(845) 452-5030	lisa@cloveexcavators.com

Please send Insurance Requirements and Sales Tax Exempt Documentation



Paleen Construction Corp.

MILL POND OFFICES
293 ROUTE 100 SUITE 106 SOMERS, NEW YORK 10589
(914) 962-4582 FAX (914) 277-8306

DATE: March 5, 2024

TO: Putnam County
842 Fair Street
Carmel, NY 1012

ATTN: Brian Whitten

PROJECT: RFB-28-22 Cold Millig

Under RFB-28-22, it is proposed to mill Peaceable Rd.

ITEM NO. 8 Over 10,000 Square Yards, but less than 20,000 Square Yards for the Cold Milling
Operations of Existing Asphalt from 2" - 4".

18,980 Square Yards @ \$5.50/SY = \$104,390.00

Thank you for the Opportunity.