City of Newburgh
Council Work Session
Sesion de trabajo del Concejal
February 19, 2026
6:00 PM

Finance / Finanza

1. GAR Associates Assessment Support Services and Valuation Consulting

   Resolution authorizing an agreement with GAR Associates LLC for real property assessment consulting services at a cost of $220,000.00

   Resolución que autoriza la ejecución de un contrato con GAR Associates LLC para servicios de consultoría en valuación de bienes inmuebles por un monto de $220,000.00

2. Year-End Budget Amendment FY2025

   Resolution amending Resolution No: 249-2024, the 2025 Budget for the City of Newburgh, New York for 2025 year end budget transfers and/or amendments to adjust for any items in excess of budget

   Resolución que modifica la Resolución Núm. 249-2024, correspondiente al Presupuesto 2025 de la Ciudad de Newburgh, Nueva York, para autorizar transferencias presupuestarias con motivo del cierre del ejercicio fiscal y/o las enmiendas necesarias para ajustar partidas que excedan lo presupuestado

Information Technology Department / Departamento de Tecnologia e Información

3. Ricoh - Printer for Code Compliance

   Resolution authorizing the City Manager to execute a Master Lease Agreement and Service Order with RICOH USA, Inc. for a new printer for the Code Compliance Bureau at a cost of $114.30 per month for a period of 48 months

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un Contrato Maestro de Arrendamiento y una Orden de Servicio con RICOH USA, Inc., para una nueva impresora destinada a la Oficina de Cumplimiento de Códigos, por un costo mensual de $114.30 durante un período de 48 meses

4. Ricoh - Printer for City Comptroller's Office

   Resolution authorizing the City Manager to execute a Master Lease Agreement and Service Order with RICOH USA, Inc. for a new printer for the Comptroller's Office at a cost of $137.46 per month for a period of 48 months

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un Contrato Maestro de Arrendamiento y una Orden de Servicio con RICOH USA, Inc., para una nueva impresora destinada a la Oficina del Contralor, por un costo mensual de $137.46 durante un período de 48 meses

5. Central Square Dispatch Software — Upgrade

   Resolution authorizing the City Manager to execute a contract with Central Square Technologies, LLC for dispatch management systems software and related services for the Police Department at a total cost of $11,700.00

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato con Central Square Technologies, LLC para software de sistemas de gestión de despacho y servicios relacionados para el Departamento de Policía, por un costo total de $11,700.00

Police Department / Departamento de Policia

6. Surplus Property - Firearms

   Resolution declaring firearms to be surplus equipment and authorizing disposition to GunBusters for safe and secure destruction

   Resolución que declara las armas de fuego como equipo excedente y autoriza su disposición a GunBusters para su destrucción segura y controlada

Grants/Contracts/Agreements / Becas /Contratos/Convenios

7. Department of the Army Right of Entry Agreement

   Resolution authorizing the City Manager to execute a Right of Entry Agreement with the United States Department of the Army and its contracted agents to allow access to City owned property in connection with a remedial investigation project of the Stewart Air National Guard Base Area

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un Acuerdo de Derecho de Acceso con el Departamento del Ejército de los Estados Unidos y sus agentes contratados, para permitir el acceso a propiedades de la Ciudad en relación con un proyecto de investigación

correctiva del Área de la Base Stewart de la Guardia Nacional Aérea

8. Newburgh Landing Pier - Orange County Community Project Funding Subrecipient Agreement

   Resolution approving a Community Project Funding Subrecipient Agreement with the County of Orange to receive FY 2023 Economic Development Initiative Community Project Funding in the amount of $3,200,000.00 for the construction of the Newburgh Landing Pier

   Resolución que aprueba un Acuerdo de Subbeneficiario de Financiamiento de Proyectos Comunitarios con el Condado de Orange para recibir financiamiento del Programa de Proyectos Comunitarios de la Iniciativa de Desarrollo Económico del Año Fiscal 2023 por un monto de $3,200,000.00 para la construcción del Muelle de Newburgh Landing

9. Statewide Targeted Reductions in Intimate Partner Violence (STRIVE II)

   Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Criminal Justice Services Statewide Targeted Reductions In Intimate Partner Violence (“STRIVE”) Program Grant in an amount not to exceed $120,000.00 for the period April 1, 2026 to March 31, 2027

   Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa Estatal de Reducciones Dirigidas a la Violencia en Parejas (“STRIVE”) del Departamento de Servicios de Justicia Penal del Estado de Nueva York, por un monto que no exceda de $120,000.00, para el período del 1 de abril de 2026 al 31 de marzo de 2027

Old Business Discussion / Discusión de Negocios Viejos

10. Resolution No. 22 - 2026 - Payment in Lieu of Taxes Agreement with Bourne and Kenney Housing Development Fund Company, Inc. (F/B/O Bourne and Kenney LLC)

    Resolution authorizing the City Manager to execute an agreement of the payment in lieu of taxes between the City of Newburgh and Bourne and Kenney Housing Development Fund Company, Inc. (f/b/o Bourne and Kenney LLC)

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de pago en lugar de impuestos entre la Ciudad de Newburgh y Bourne and Kenney Housing Development Fund Company, Inc. (a favor de Bourne and Kenney LLC)

11. City Manager Transition Planning

Planificación de la transición del Gerente de la Ciudad

Executive Session / Sesión Ejecutiva

12. Proposed, pending or current litigation

    Litigio propuesto, pendiente o actual

RESOLUTION NO.: _____ - 2026

OF

FEBRUARY 23, 2026

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GAR ASSOCIATES LLC FOR REAL PROPERTY ASSESSMENT CONSULTING SERVICES AT COST OF $220,000.00

WHEREAS, the City of Newburgh has recognized a need for professional support services to assist its real property assessment process of all parcels of real property located within its geographic boundaries for the purpose of preparing the final tax roll for July 1, 2026, 2027 and 2028 (the "Project"); and

WHEREAS, GAR Associates LLC has submitted a proposal to provide professional support services to assist with the Project; and

WHEREAS, this Council finds it in the best interest of the City of Newburgh to enter into an agreement with GAR Associates LLC for professional support services at a total cost of $220,000.00; and

WHEREAS, funding in the amount of $90,000.00 in the first year of this contract will derive from budget line A.1355.0455 – Other Services / Consultant Services; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with GAR Associates LLC at a cost of $220,000.00 for professional support services to assist with the City of Newburgh's annual preparation of the final tax roll for July 1, 2026, 2027 and 2028.

GAR Associates LLC

Professional Service Agreement

Reassessment
Project
City of Newburgh

Prepared by: David M. Barnett, MAI, SRA
CEO/Member

GAR Associates LLC
Real Estate Appraisers and Consultants
855 NY-146 Suite 130
Clifton Park, NY 12065

INDEX

SECTION I **AGREEMENT FOR PROFESSIONAL SERVICES**

EXHIBIT A – PAYMENT SCHEDULE AND TERMS OF PAYMENT

EXHIBIT B – INSURANCE CERTIFICATES BUSINESS LIABILITY COVERAGE FORM

EXHIBIT C – RESPONSIBILITY GRID

EXHIBIT D – UNIQUE OR HIGHLY COMPLEX PARCEL LIST

SECTION II **PROPOSAL**

AGREEMENT

FOR

PROFESSIONAL SERVICES

This agreement ("Agreement") made _____, 2026 by and between the City of Newburgh, a municipal corporation with offices at (hereinafter referred to as the **"CITY**") and GAR ASSOCIATES LLC**,** a New York limited liability company, having a principal place of business at 5500 Main Street, Ste 348, Williamsville, NY 14221(hereinafter referred to as the "CONTRACTOR").

WHEREAS, the CITY authorized the undertaking of the assessment support service of all parcels of real property located within its geographic boundaries, except as otherwise expressly provided for herein, for the purpose of preparing the final tax roll for July 1, 2026, 2027 and 2028 (the "Project"); and

WHEREAS, the CITY requested a Proposal for the Project, and the CONTRACTOR, has submitted a proposal dated February 5, 2026, a copy of which (together with the Exhibits to this Agreement) is attached hereto and made part of this Agreement (the "Proposal").

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

1. ***EMPLOYMENT***

The CITY engages the CONTRACTOR, and the CONTRACTOR hereby agrees to provide the professional services set forth in this Agreement, the Exhibits hereto and the Proposal, in connection with the Project.

2. SERVICES & RESPONSIBILITIES

Upon execution of this Agreement and until the completion of the Project annually (anticipated to be on or about July 1, 2026, 2027 and 2028), the CONTRACTOR will provide professional real property assessment support services as set forth in this Agreement, the Exhibits hereto and the Proposal. These duties shall include the following: GAR will provide valuation consulting services, including but not limited to a review and updating of the existing RPSV4 valuation components, updating of the land tables and residential valuation models and PIDS. In addition to valuation consulting, the City assessment office may need assessment support services, including but not limited to various assessment calendar functions, such as filing specific required reports, uploading data to the County for processing, and other necessary and statutory requirements (the "Support Services"). The valuation of

the highly complex parcels identified by the CITY, as set forth in Exhibit D of this Agreement, or as identified by the parties during the term of this Agreement, are not included in the Support Services; if such services are requested by the CITY, the parties may agree on a separate fee for these services, after following any applicable procurement policies and laws and upon agreement of both parties**.**

The CITY agrees that the CONTRACTOR shall be the CITY's exclusive provider of Reassessment and Support Services for the Project for the term of this Agreement. The CITY shall not engage the services of any consultant, subcontractor or any other party or entity to perform any aspect of the Reassessment and Support Services for the Project during the term of this Agreement, without the prior written consent of the CONTRACTOR; provided, however, that this shall not preclude the CITY from utilizing the services of the CITY's assessor, the CITY's assessor's assistant, or experts to assist the CITY with proceedings under Article 7 of the New York State Real Property Tax Law.

ROLL SECTION RESPONSIBILITY GRID

ROLL SECTION		**RESPONSIBLE PARTY**
1	Taxable	CONTRACTOR
3	State Owned Properties	ORPTS
5	Special Franchise	ORPTS and CITY
6	Utility **	ORPTS and CITY Structural** CONTRACTOR - **Land & Buildings Only**
7	Railroads	ORPTS and CITY
8	Wholly Exempt	CONTRACTOR

"ORPTS" is the New York State Office of Real Property Tax Services.

For utility properties, the CONTRACTOR shall determine the land values and structures only. ORPTS and the CITY shall be responsible for determining the values of the inventory of utility parcels.

The parties recognize that the objective of this Agreement is to bring and maintain the CITY's equalization rate to 100% and the CITY and CONTRACTOR will employ commercially reasonable efforts to achieve this objective. The parties further recognize that the objective of this Agreement is to have a support services of the CITY'S tax roll completed by the July 1, 2026, 2027, and 2028 Final Assessment Roll filing date, and the terms and conditions of this Agreement are entered into with this understanding.

The CITY shall use commercially reasonable, good faith efforts to cooperate and collaborate with the CONTRACTOR to support the CONTRACTOR's efforts under this Agreement including, without limitation, working together with the CONTRACTOR to obtain the assistance and cooperation of the Orange County Real Property Tax Office and the CITY's IT consultant and ORPTS, as may be necessary or helpful to complete the Project described in this Agreement.

The CITY acknowledges that changes in the CITY'S assessment staff, particularly the CITY Assessor, during the term of the Project could impair CONTRACTOR's ability to meet timing of Project milestones and Project deliverables. If the CITY Assessor in office as of the date of this Agreement and/or any members of the critical staff of the CITY Assessor is no longer engaged by the CITY, or are not actively working on the Project during the term hereof, the parties acknowledge that there may be additional costs for the time spent on transition to substitute personnel for the CITY.

3. TERM

This Agreement shall commence on _____, 2026 and shall continue until CONTRACTOR's services hereunder are completed, which is anticipated to be on or about July 1, 2028. This contract can renew upon mutual agreement for one year with options to extend for longer terms. Pricing may be modified but mutually agreed upon by both parties.

4. COMPENSATION

Except as otherwise provided herein, for all professional services provided hereunder by the CONTRACTOR, the CITY agrees to pay to the CONTRACTOR the aggregate sum of $220,000 on the terms set out in the "Payment Schedule and Terms of Payment" attached as Exhibit A of this Agreement.

The CITY shall make progress payments pursuant to the "Payment Schedule and Terms of Payment" attached hereto as Exhibit A, after receipt of the CONTRACTOR'S invoice. All invoices shall include such supporting documentation as the CITY may reasonably require. If payment is not made timely, interest will accrue on a daily basis after the due date of a payment, at a monthly rate of one percent (1%). Payments will be made as a direct deposit to GAR Associates LLC. GAR to provide bank information upon execution of this agreement.

5. LIABILITY INSURANCE

The CONTRACTOR shall maintain in full force and effect General Liability, Excess Umbrella Liability and Worker's Compensation insurance which shall name the CITY as an additional insured, with limits of

$1,000,000 per occurrence/$2,000,000 aggregate, $5,000,000 and statutory amounts, respectively. The CONTRACTOR shall file a certificate of insurance and statement of policy declaration evidencing such coverage with the office of the CITY Clerk prior to performing this Agreement or receiving any payment hereunder. The. Such insurance shall provide for notice to the CITY at least thirty (30) days prior to any termination or any amendment. Certificates of insurance for such coverage are attached hereto as Exhibit B.

6. TERMINATION

The CONTRACTOR may cancel this Agreement in the event of non-payment by the CITY of any sum due hereunder for thirty (30) days following the day such payment first fell due or in the event that the CITY does not meet the obligations as outlined in this Agreement; however, the CONTRACTOR must provide to the CITY with thirty (30) days advance written notice of its intention to terminate, and, in the case of a breach of the CITY of its obligations under this Agreement, the CITY shall have a period of thirty (30) days following receipt of such notice in which to cure the same. The CITY may cancel this Agreement only in the event of breach by the CONTRACTOR of its obligations hereunder and the continuation of such breach following thirty (30) days advance written notice to the CONTRACTOR**,** and the opportunity to cure, from the CITY specifying such breach in reasonable detail.

In the event the CITY decides to unilaterally cancel the Reassessment Project without breach by CONTRACTOR, the CONTRACTOR will be paid for all services rendered and expenses related to the services provided by the CONTRACTOR under this Agreement and incurred up to cancellation, including non-cancelable expenses.

Both parties may mutually agree in writing to terminate this Agreement at any time. The CONTRACTOR will be paid for all services rendered and expenses related to the services to be provided by the CONTRACTOR under this Agreement and incurred up to cancellation including non-cancelable expenses. This amount may be more than payments received up to cancelation to the CITY for any work in progress.

7. ***WAIVER OF BREACH***

The failure of either party to enforce at any time any provision of this Agreement, including all attachments, shall not affect or impair the validity of the provisions of this Agreement.

8. ***ENTIRE AGREEMENT***

This Agreement contains all the terms and conditions agreed to by the parties hereto, and no other agreements oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or bind either party. This Agreement may be modified and amended at any time upon mutual agreement, in writing, and signed by both parties.

9. ***INDEPENDENT CONTRACTOR***

The relationship of the CONTRACTOR to the CITY shall be that of an independent contractor and no principal-agent or employee-employer relationship is created by this Agreement.

10. ***OWNERSHIP OF DATA/INTELLECTUAL PROPERTY***

All data and information collected by or on behalf of the CONTRACTOR or the CITY shall be the property of the CITY**.** All such data or information used by the CONTRACTOR in the Reassessment and Support Services contemplated herein shall remain the property of the CITY and no use or copying shall be made thereof beyond that listed in this Agreement without the prior written permission of the CITY.

The CONTRACTOR, at the request of the CITY, shall provide the CITY with a detailed list of information and data delivered and the CITY will provide the CONTRACTOR with written confirmation that the information turned over was complete and satisfactory.

The CITY acknowledges and agrees that CONTRACTOR owns certain inventions, processes, know-how, trade secrets and other intellectual property, including without limitation analyses, analytical methods, procedures and techniques, and computer technical expertise, software, source code and data, that were independently developed by CONTRACTOR, together with any derivatives, improvements, modifications and developments thereto, and any inventions, improvements, discoveries, methods, and developments which are developed in the direct performance of services (the "CONTRACTOR Technology"). CONTRACTOR shall own all right, title and interest in and to CONTRACTOR Technology.

11. ***EMPLOYMENT LAWS***

The CONTRACTOR shall comply with all the applicable provisions of Federal and New York State Laws, rules, and regulations regarding employment of its employees and shall further specifically comply with those sections related to discrimination.

12. ***DOCUMENTS***

Upon completion of the Project, the CONTRACTOR shall deliver to the CITY any required documents as previously agreed to by the CONTRACTOR and the CITY.

13. LAWS GOVERNING

This Agreement shall be construed in accordance with the laws of the State of New York without regard for reference to its conflict of laws principles.

14. NON-DISCLOSURE

In order to protect the interests of the CITY, and the CONTRACTOR, no valuation data related to the Reassessment and Support Services will be released to the general public without the express written consent of the CITY**.** Notwithstanding the foregoing**,** if the CONTRACTOR becomes required by law or applicable legal process (by deposition, interrogatory, request for documents, subpoena, court order, civil investigative demand or similar process) to disclose any valuation data, the CONTRACTOR shall provide the CITY with prompt prior written notice of such requirement and the terms of and circumstances surrounding such requirement so that the CITY may seek an appropriate protective order or other remedy, or waive compliance with the terms of this Agreement, and the CONTRACTOR shall provide such cooperation with respect to obtaining a protective order or other remedy as CITY shall reasonably request. If a protective order or other remedy is not obtained, or if the CITY is required to waive compliance with the provisions hereof, the CONTRACTOR will furnish only that portion of such valuation data which, as it is advised in a written opinion by its counsel, it is legally required to furnish. The CITY shall indemnify and hold the CONTRACTOR harmless from all costs, expenses, and judgments, including reasonable attorney's fees incurred in connection with any request for a protective order or similar type of relief opposing the production of the valuation data. Subject to the obligations and responsibilities of this Section as set forth above, upon delivery to the CITY Project Administrator all specific work products shall belong to the CITY and the CONTRACTOR shall not sell or otherwise disclose any information concerning specific properties

or classes of property within the CITY during or after the completion of this Agreement without the express written consent of the CITY.

15. U.S.P.A.P COMPLIANCE

All valuation and appraisal methodology will be utilized in accordance with U.S.P.A.P. (Uniform Standards of Professional Appraisal Practice) Standards and will be performed on all parcels according to the terms of this Agreement. The CONTRACTOR agrees and the CITY acknowledges the U.S.P.A.P. compliance required by the CONTRACTOR**.** Furthermore, the CITY acknowledges that under the U.S.P.A.P. compliance, the CONTRACTOR is obligated to support any and all assessment valuations developed by the CONTRACTOR and accepted by the CITY**,** for the purpose of the revaluation Project. Accordingly, at the CITY's discretion and written request, the CONTRACTOR shall appear as an expert witness on behalf of the CITY in all certiorari proceedings resulting from the final assessed values, which the CONTRACTOR made, and which were placed on parcels on the final assessment roll and only if that grievance has been filed prior to grievance day. This service is not part of the CONTRACTOR's compensation under this Agreement and will be billed at CONTRACTOR's hourly rates then in effect, which range from $100 per hour to $325 per hour, depending on the hourly rate of the representative of the CONTRACTOR assigned to testify for developing documentation and otherwise preparing to testify as well as actually appearing and delivering testimony. Notwithstanding the foregoing, the CITY may but shall not be obligated to retain the CONTRACTOR to do a formal "trial ready" appraisal in connection with a tax certiorari proceeding as a separately performed and separately priced service outside of this Agreement.

The CONTRACTOR will not provide any appraisal services on behalf of a petitioner in a proceeding under New York Real Property Tax Law Article 7 for property located in the CITY during the duration of the term of this Agreement and for a period of eighteen (18) months following such term, provided, however (i) CONTRACTOR's agreement to be bound for the 1-year period following the term of this Agreement shall not apply if this Agreement is terminated prior to its anticipated expiration pursuant to Section 6 hereof, and (ii) during such 1-year period, CONTRACTOR shall have a right of first refusal to provide appraisal services to the CITY in connection with any such Article 7 proceedings commenced during such period on terms and conditions mutually acceptable to the CONTRACTOR and the CITY**.**

16. NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time

to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

17. AVAILABILITY OF DATA/FILES.

Upon request and for the duration of this Agreement, the CITY shall provide the CONTRACTOR access to the CITY'S RPS.db and any related assessment software files, any and all related image files and any other project-related files (i.e., "electronically stored," hard copies etc.) required to perform Project tasks and maintain the Project timelines. The CITY acknowledges that delays in the CONTRACTOR's access to the above-described items can cause delays in meeting Project deadlines and increase costs for the CONTRACTOR. In the event the CONTRACTOR incurs additional costs as a result of the CITY's failure to provide timely access to the above-mentioned project files, the CONTRACTOR reserves the right to submit a change order to the City for such verifiable additional costs.

18. *FORCE MAJEURE.*

As used herein, "Force Majeure" shall mean acts of God, fire, severe weather conditions, casualty, explosion, riot, war, acts of terrorism, labor disputes, strikes, governmental restrictions or actions, disruption of the transportation system, inability to obtain data or access to the same from the CITY and/or and other third party necessary to perform the Project and Support Services and/or any other causes (other than financial) beyond a party's reasonable control. If either party shall be delayed or prevented from performing under this Agreement as the result of Force Majeure event, then such performance will be excused for a period equivalent to the period of the delay. The inability to obtain financing or lack of money alone will not constitute Force Majeure event, and this provision will not excuse non-payment of monies.

19. *ASSIGNMENT.*

This Agreement may not be assigned by either party. This Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors. Except as may be expressly provided or incorporated by reference herein, no provision of this Agreement is intended, nor shall it be interpreted to provide or create any third-party beneficiary rights or any other rights to any other person or entity not a party herein.

20. COUNTERPARTS.

This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

21. *NO GUARANTY.*

Notwithstanding the foregoing, nothing in this Agreement or otherwise shall be construed as a guaranty of the CONTRACTOR's assessment of market value of any parcel of real property covered by this Agreement, it being understood and agreed that the techniques and procedures to be employed hereunder by the CONTRACTOR have been developed for mass appraisal. **Any and all guarantees are expressly denied.**

22. *USE OF SUBCONTRACTORS*

The CONTRACTOR may utilize subcontractors to assist in the reassessment Project upon prior approval from the CITY.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____day of _____, 2026.

CITY OF NEWBURGH, NEW YORK

BY, _____

(Seal) **Todd Venning, J.D., M.S.**

CEO/City Manager

GAR ASSOCIATES LLC

(Seal) BY, _____

David M. Barnett, MAI, SRA

CEO/Member

Exhibit A

Payment Schedule and Terms of Payment

For Value Received the CITY promises to Pay GAR Associates LLC. The sum of $220,000 (Reassessment Contract amount) payable as follows:

Date	Amount
March 1, 2026	$9,000
April 1, 2026	$9,000
May 1, 2026	$9,000
June 1, 2026	$9,000
July 1, 2026	$9,000
August 1, 2026	$9,000
September 1, 2026	$9,000
October 1, 2026	$9,000
November 1, 2026	$9,000
December 1, 2026	$9,000
Total 2026	**$90,000**

Date	Amount
January 2, 2027	$7,500
February 1, 2027	$7,500
March 1, 2027	$7,500
April 1, 2027	$7,500
May 1, 2027	$7,500
June 1, 2027	$7,500
July 1, 2027	$7,500
August 1, 2027	$7,500
September 1, 2027	$7,500
October 1, 2027	$7,500
November 1, 2027	$7,500
December 1, 2027	$7,500
Total 2027	**$90,000**

Date	Amount
January 2, 2028	$5,000
February 1, 2028	$5,000
March 1, 2028	$5,000
April 1, 2028	$5,000
May 1, 2028	$5,000
June 1, 2028	$5,000
July 1, 2028	$10,000
Total 2028	**$40,000**

EXHIBIT B

CERTIFICATES OF LIABILITY INSURANCE

BUSINESS LIABILITY COVERAGE FORM

POLICY ENDORSEMENT

EXHIBIT C
RESPONSIBILITY GRID

Reassessment Project
Project Responsibility Grid
July 2026 - July 1, 2027

Task	Time Frame	Responsible Party(s)
Project Begins	July 2026	City & GAR
Commercial Sales Verification	July 2026 – August 1, 2027	GAR
Residential Sales Validation	July – August 2026	GAR
Update Residential Models	August – September 2026	GAR
Review and Update Commercial VFF	Fall 2026	GAR
Land Table Updating	July - August 2026	GAR
Residential Valuation Documents Generated	August – October 2026	GAR
Residential Value Review	September – December 2026	GAR
Commercial Value Review	September – December 2026	GAR
Assessor Value Review	October 2026 – January 2027	City
Finalize New Assessments	January - February 2027	City & GAR
Prepare File for Notice Processing	March 2027	City & GAR
Print Notice, Cover Letter	March 2027	City
Stuff and Mail Notices	First week of March 2027	City
Informal Reviews	March - April 2027	GAR
File Tentative Roll	May 1 2027	City
Send Change Notices from Informal Reviews	May 10, 2027	City
Grievance Day	May 25, 2027	City
Final Roll Filed Project Complete	July 1, 2027	City

CONTRACTOR shall provide such documentation as the New York Office of Real Property Tax Services ("ORPTS") shall request and shall keep ORPTS appraised of the status of the Project.

EXHIBIT D
Unique or Highly Complex Parcel List

As per the CITY**,** the following is a list of the Unique and or Highly Complex Parcels that do NOT require the contractor's data collection and valuation. In the event any additional Unique and/or Highly Complex Parcels are identified after the contract is executed, and at the CITY's request, the CONTRACTOR can provide estimated cost(s) to assist in the valuation and consultation of such parcels. The CITY and the CONTRACTOR further agree that additional fees may apply, and both parties will negotiate in good faith.

*See the properties below: N/A

(All parcels associated with the above referenced properties are included)

Additional Fees: $__n/a_____

SECTION II

GAR PROPOSAL

February 5, 2026

Mr. Todd Venning, City Manager/CEO
City Hall
83 Broadway
Newburgh, NY 12550

RE: Proposal – Assessment Support Services and Valuation Consulting

Mr. Venning:

As per our conversation, GAR Associates appreciates the opportunity to continue to work with you and the City of Newburgh in maintaining full value assessments and providing assessment support services.

GAR will provide valuation consulting services, including but not limited to a review and updating of the existing RPSV4 valuation components, updating of the land tables and residential valuation models and PIDS. In addition to valuation consulting, the City assessment office may need assessment support services, including but not limited to various assessment calendar functions, such as filing specific required reports, uploading data to the County for processing, and other necessary and statutory requirements.

Please see attached proposal. If additional services are requested, GAR will provide an estimate of cost.

Sincerely,

GAR Associates LLC

David M. Barnett, MAI, SRA
CEO/Member

CAPITAL REGION OFFICE:
855 NY-146 SUITE 130 CLIFTON PARK, NEW YORK 12065 TEL.518.579.3770 FAX.518.579.3773
TOLL FREE: 1.800.836.0382

NYC OFFICE
224 W. 35th STREET SUITE 500
NEW YORK, NY 10001

WNY OFFICE
5500 MAIN STREET, SUITE 348
WILLIAMSVILLE, NEW YORK 14221

Preliminary Services to Include:

1. Update Residential Models/PIDS

    a. GAR will review existing Models/PIDS residing on the city RPSv4 file.
    b. If Models and PIDS are useable, GAR will offer any suggestions to the Assessor to modify the Models/PIDS to produce more accurate preliminary new assessments.
    c. Once the Models/PIDS are updated (upon approval from the Assessor), GAR will run test documents based on sales on sales to determine acceptable results.
    d. Upon approval from the Assessor, GAR will run valuation documents for each neighborhood.
    e. The Assessor and/or assessment staff will review documents and determine new preliminary full value assessments.

2. Commercial Property Types:

    a. Review and Update Valuation Districts and Neighborhood Codes.
        i. Offer suggestions to the Assessor for any modifications.
        ii. Once approved by the Assessor, GAR will make appropriate changes to districts and neighborhoods.
    b. Review and Update VFF – Valuation Factor File
        i. GAR will review existing VFF and offer recommendations for modification if necessary.
        ii. Once approved by the Assessor GAR will update the VFF.
        iii. GAR will run the Cost and Valuation Documents for the Assessor to review
        iv. GAR will produce spreadsheets from the results of the VFF to assist the Assessor in the review. The spreadsheets can be sorted in a variety of ways to aid in the review process.
        v. GAR will provide appropriate supporting documentation utilized to update the VFF.

3. Land Table Updating:
    a. GAR will review and update Land Tables and approved by the Assessor.
    b. GAR will run all new land values.

4. Data Edit Reports:
    a. GAR will run RPSv4 Data Edit reports and offer suggestions for changes.

Assessment Support Services:

Some of the roles/tasks involved in this Consulting agreement are listed below:

- Senior Residential Appraiser
- Designated Commercial Appraiser
- Statistician
- RPSV4 Support
- Statutory Requirements Fulfillment Assistance
- Building Permit Valuation
- New Hire Training/Transition

The City would have the ability to draw on a variety of GAR staff and resources to assist in consulting depending on the annual needs. Staff include trained and experienced personnel with excellent communication skills needed to work with your staff and property owners. This could be in the areas of statistical analysis to determine inequities, valuation and modeling, commercial valuation (outside of existing commercial permit agreement), Article 7 and SCAR appraisal, public relations and education and residential building permit valuation.

There would be no direct cost to the City for personnel benefits (health care, pensions), travel/mileage, training and education (continuing education for assessors), or insurance (disability, workman's compensation or unemployment).

Tentative Assessment Support Services and Project Schedule

2026 (March to July) Assessment Support Services
2026 (July to December) City-Wide Assessment Equity Project Support

2027 (January to July) City Wide Assessment Equity Project
2027 (July to December) Assessment Support Services and Full Market Value Assessment Maintenance

2028 (January to July) Assessment Support Services and Full Market Value Assessment Maintenance

Proposed Payment Schedule:

2026: $90,000
2027: $90,000
2028: $40,000

*Options to the payment schedule can be considered.

Assessment Equity Project Add-On Options:

1.	Residential Value Review:	$25/per parcel minimum 500 parcels
2.	Commercial Value Review:	$50/per parcel minimum 100 parcels
3.	Informal Review Portal – Power Appeal	$3,500 one-time fee/ $5,500 annual license fee

This application is an add-on feature of the PROS website. The application allows property owners to submit an informal review application, 24/7 via the PROS website. Users can upload supporting documents and attach photos if appropriate. Assessor and assessment staff can review information via the portal and provide a determination which can be directly uploaded to RPSV4. This application eliminates paperwork and reduces time in processing informal reviews. A demonstration can be provided.

CAPITAL REGION OFFICE:
855 NY-146 SUITE 130 CLIFTON PARK, NEW YORK 12065 TEL.518.579.3770 FAX.518.579.3773
TOLL FREE: 1.800.836.0382

NYC OFFICE
224 W. 35th STREET SUITE 500
NEW YORK, NY 10001

WNY OFFICE
5500 MAIN STREET, SUITE 348
WILLIAMSVILLE, NEW YORK 14221

I) CONCEPTUAL PLAN

Based on the City's request for services GAR Associates proposes to provide the following Data Collection and Valuation Consulting Services:

Provide assessment support services related to data collection and valuation consulting

Residential Data Collection and Valuation Consulting:

In an effort to ensure parcels located in the City are properly identified and accurate real property inventory data is maintained on the City assessment system, GAR along with the City's Acting Asessor will create a project plan that best suits the needs of the City and the department.

The first step will be to organize the City's parcels into appropriate neighborhoods (downtown, subdivisions, etc.) and determine the number of parcels located in each neighborhood.

Once a plan is in place that identifies the neighborhoods and parcels, information will be gathered from the City manual files (property record cards) and the RPSV4 data.

GAR staff will perform a comprehensive desk review of each parcel in the designated neighborhood. This process will include the use of aerial imagery as well as artificial intelligence tools and programs, where applicable. A comprehensive review of each parcel's property inventory data will be the primary focus of the project. GAR will create a new digital sketch of the property which will verify the square footage.

Valuation tools such as an AVM (Automated Valuation Model) may be deployed and RPS valuation components will be updated to ensure fair and equitable assessments.

There are approximately 7,000 parcels.

Deliverables to include:

- Updated RPSV4 property inventory data if needed.
- New digital sketch if needed.
- Value recommendations where required

Building Permits:

GAR has been supporting the City for over the past few years with valuation support. GAR will use NYS Certified Appraisers and technical staff to assist in processing commercial and residential building permits to collect/verify inventory data. GAR will incorporate procedures and techniques to conform to the City's existing permit process. Process for permit and fieldwork collection will consist of:

- Data collection/verification through the use of municipal records, MLS and other sources.
- Capture/update digital photography and prepare for attachment to City's RPSV4 file.
- Measure parcel and where applicable use documents such as building plans, subdivision maps, certificates of occupancy and like supplied by the City.
- Gathering of site characteristics.
- Create or update existing manual sketch GAR has the ability to provide a digital/electronic sketch of parcel. Additional information on this technology can be provided if the City is interested.
- Quality control and management of field work and permit process.
- Create a new property record card.
- Create a Plot Plan for parcels with multiple buildings.
- Assist with providing a new value estimate.

II FIRM'S QUALIFICATIONS TO PERFORM THE SERVICES:

GAR Associates (GAR) was founded in 1961. We have a long history of providing full assessment services throughout New York State. In the early 1970's NYS established standard procedures and systems on the State's first Reassessment effort. Our firm and its' principals worked with New York State to establish those procedures and practices. Since that time GAR has worked closely with all the stakeholders in the real property assessment arena to enhance the assessment process.

GAR offers a variety of consulting services from full Reassessment support to specialized consulting for specific services. We are highly experienced in helping municipalities and counties through all phases of total or partial reassessment. Our expert staff can among other things help collect, maintain and verify data, perform ratios and cost studies, monitor commercial sales activity, value pattern changes, valuation, create and/or update VFF, meet with government authorities to explain needs and expectations, meet with the public to explain values, provide expert testimony, educate and train staff, City boards and taxpayers. We also provide digital photography and electronic sketching that integrate into the municipality's RPSV4 program.

Our appraisers are qualified to appraise a wide range of properties for assessment purposes including mass appraisal and analysis of complex commercial real estate, golf courses, hotels, multi-tenant office buildings and multi-family housing development including special use properties, restaurants, commercial, industrial, condominiums and highly complex properties. This includes preparation of market studies for multi-family housing facilities in conjunction with affordable housing developments, market studies for market rate housing projects, appraisals and rent comparability studies, analysis and valuation of military and student housing projects.

Our broad experience extends beyond valuation expertise. GAR has extensive experience and knowledge of the administrative process provided by municipal assessment offices including exemption processing, public relations, training, management, and scheduling of assessment staff.

Certifications:

GAR Associates employs certified professionals and other skilled specialists that participate in our projects and help deliver our services. All of our commercial appraisers are fully licensed by the State of New York.

Certifications/specialties held by our staff:

- NYS Certified General Real Estate Appraiser.
- MAI Certification awarded by Appraisal Institute.
- SRA Designation awarded by the Appraisal Institute.
- NYS Certified Assessor with 30 yr experience.
- Approved HUD Staff Analyst.
- Approved Market Analyst by NYS HCR.
- Taxpayer support specialist.
- RPS support specialist.
- Public Relations and Education Professionals.

RPS Software:

GAR Associates has extensive experience with the RPSv4 software and has specialist(s) on staff that provide hands-on-support as well as data entry support. We have developed proprietary software that integrates with the NYS RPSv4 File that allows digital photography and electronic sketches to be attached to the municipality parcel's data file. This software provides the assessment staff with easier and faster access/retrieval to Property Record Cards (PRC) while decreasing costs to the municipality resulting from: reduced clerical filing time, automatic sharing of data among departments without use of Assessment's staff time, saving of supplies, instant access to PRC from computer, saving of filing space.

Certified Assessor on Staff:

The certified assessor on Staff has 30 years of experience running an Assessment office. The Assessor is also past president of the NYS Assessors Association, is a NYS Certified Instructor and has extensive experience in: exemption processing, successfully defending assigned values, Board of Review process, Grievance Processing, Small Claims and Article 7 processes, valuation of Complex and Unique properties, training, succession planning program to transition staff to elevated positions, including the assessor position, public relations and daily interaction with assessment staff and public. This person also holds a NYS Certified General Appraisal License and routinely performs commercial fee appraisals as well as tax certiorari appraisals.

Membership affiliations:

Our company is an active member of:

- Appraisal Institute
- International Association of Assessing Officers
- NYS Assessors Association

Standards and Methodology:

We utilize industry standard methodology to determine values. We are highly skilled in incorporating various approaches (cost, market, income) in our valuation models. We abide by and exceed the standards set in New York State and those set by our industry.

Specific qualifications of some of our staff members to be assigned to project follow.

III. EXPERTISE IN THE AREA REQUESTED:

Our staff's experience encompasses a wide range of different property types, including single-family residential, multi-family, industrial, commercial, vacant land, and farmland. Many on our staff are experienced with valuations in litigation procedures and are qualified to testify as an expert witness in the courts.

Our commercial clients include a variety of municipalities, assessors, government agencies, U.S. Department of Justice, U.S. General Services Administration, NYS Department of Transportation, Developers, Attorneys, banks, credit unions, other lending institutions, mortgage brokers and private users.

RESOLUTION NO.: _____- 2026

OF

FEBRUARY 23, 2026

**RESOLUTION AMENDING RESOLUTION NO: 249-2024,
THE 2025 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
FOR 2025 YEAR END BUDGET TRANSFERS AND/OR AMENDMENTS
TO ADJUST FOR ANY ITEMS IN EXCESS OF BUDGET**

WHEREAS, all 20254 budget lines ending in excess of appropriation can be covered by other 2025 budget lines ending with funds remaining, which requires a budget amendment but no increase in excess of the total annual appropriation; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 249-2024, the 2025 Budget of the City of Newburgh, is hereby amended as follows:

2025 Council Transfer

GL Account	Description	Increase Budget	Decrease Budget
General Fund			
A.1680.0453	Dues & Subscriptions	$ 328,672.80	
A.1680.0101	Salary	$ 81,187.94	
A.3120.0815	Police Retirement	$ 291,026.53	
A.8684.0103	Overtime	$ 1,270.98	
Self-Insurance Fund			
M.1930.0400	Judgement & Claims	$ 426,915.36	
M.9040.0408	Workers Compensation	$ 204,208.87	
M.1420.4100	General Legal Services	$ 62,462.91	
Contractual & Special Items			
A.1900.1914	Municipal Association Dues	$ 14.51	
A.1900.1976	Auditing Services	$ 4,498.00	
A.9991.0400	Paying Agent for City	$ 7,000.00	
Total Adjustment:		**$1,407,257.90**	

GL Account	Description	Increase Budget	Decrease Budget
A.1680.0453	DUES & SUBSCRIPTIONS..	328,672.80	
A.1680.0101	SALARY..	81,187.94	
A.3120.0815	POLICE RETIREMENT..	291,026.53	
A.8684.0103	OVERTIME	1,270.98	
M.1930.0400	JUDGEMENT & CLAIMS..	426,915.36	
M.9040.0408	WORKERS COMPENSATION..	204,208.87	
M.1420.4100	GENERAL LEGAL SERVICES	62,462.91	
Contractual & Special Items			
A.1900.1914	MUNICIPAL ASSOCIATION DUES	14.51	
A.1900.1976	AUDITING SERVICES	4,498.00	
A.9991.0400	PAYING AGENT FOR CITY OF NEWBU	7,000.00	
	Total Adjustment:	**$ 1,407,257.90**	**$ -**

RESOLUTION NO.: _____ - 2026

OF

FEBRUARY 23, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER LEASE AGREEMENT AND SERVICE ORDER WITH RICOH USA, INC. FOR A NEW PRINTER FOR THE CODE COMPLIANCE BUREAU AT A COST OF $114.30 PER MONTH FOR A PERIOD OF 48 MONTHS

WHEREAS, the Code Compliance Bureau requires a new printer for general staff use to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, the Master Lease Agreement and Service Order provide a monthly cost of the printer and related equipment of $114.30 for a period of 48 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1680.0453; and

WHEREAS, a copy of said Master Lease Agreement and Service Order is attached hereto; and

WHEREAS, this Council has reviewed such agreement and has determined that it is in the best interests of the City of Newburgh to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a Master Lease Agreement and Service Order with Ricoh USA, Inc. in substantially the same form as annexed hereto for a new printer and related services for the Code Compliance Bureau according to the terms therein stated at the cost of $114.30 per month for 48 months.

RESOLUTION NO.: _____ - 2026

OF

FEBRUARY 23, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER LEASE AGREEMENT AND SERVICE ORDER WITH RICOH USA, INC. FOR A NEW PRINTER FOR THE COMPTROLLER'S OFFICE AT A COST OF $137.46 PER MONTH FOR A PERIOD OF 48 MONTHS

WHEREAS, the Comptroller's Office requires a new printer for general staff use to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, the Master Lease Agreement and Service Order provide a monthly cost of the printer and related equipment of $137.46 for a period of 48 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1680.0453; and

WHEREAS, a copy of said Master Lease Agreement and Service Order is attached hereto; and

WHEREAS, this Council has reviewed such agreement and has determined that it is in the best interests of the City of Newburgh to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a Master Lease Agreement and Service Order with Ricoh USA, Inc. in substantially the same form as annexed hereto for a new printer and related services for the Comptroller's Office according to the terms therein stated at the cost of $137.46 per month for 48 months.

RESOLUTION NO.: _____ - 2026

OF

FEBRUARY 23, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CENTRAL SQUARE TECHNOLOGIES, LLC FOR DISPATCH MANAGEMENT SYSTEMS SOFTWARE AND RELATED SERVICES FOR THE POLICE DEPARTMENT AT A TOTAL COST OF $11,700.00

WHEREAS, the Police Department dispatch records management system has reached the end of its useful life and received a proposal from Central Square Technologies, LLC to upgrade the dispatch management system software and related services for the Police Department; and

WHEREAS, funding for the software and related services shall be derived from budget line A.3120.0448; and

WHEREAS, this Council has reviewed the attached price quotation, statement of services and terms and conditions of use and has determined that executing a contract under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with Central Square Technologies, LLC to provide dispatch management software and related services to the City of Newburgh Police Department at a total cost of $11,700.00.

RESOLUTION NO.: _____ - 2026

OF

FEBRUARY 23, 2026

A RESOLUTION DECLARING FIREARMS TO BE SURPLUS EQUIPMENT AND AUTHORIZING DISPOSITION TO GUNBUSTERS FOR SAFE AND SECURE DESTRUCTION

WHEREAS, the City of Newburgh Police Department received numerous firearms during a gun buyback program and possesses additional firearms no longer needed as evidence, all of which are not needed and cannot be used by the Department; and

WHEREAS, GunBusters provides a free, safe, secure, video-recorded and Bureau of Alcohol, Tobacco and Firearms approved method of destruction to alleviate risk and liability to the City of Newburgh; and

WHEREAS, this Council has determined that declaring the firearms to be surplus and disposing same to GunBusters for destruction is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the firearms be declared surplus and of no further use or value to the City of Newburgh and transferred to GunBusters for safe and secure destruction at no cost to the City of Newburgh.

GUNBUSTERS®
FIREARMS DESTRUCTION

AGENCY FIREARMS RECEIPT

_____
Date

Received from the _____ attached list of _____ firearms, subject to final audit, earmarked for destruction by pulverization.

GunBusters LLC shall destroy the listed weapons at no charge to the agency with the understanding that GunBusters LLC will sell salvaged and recycled parts and scrap metals. Weapons may include firearms which may not be possessed under federal or state law; to include fully automatic weapons, those having defaced serial numbers or those which have been illegally modified.

GunBusters LLC shall act as an agent of _ _____ possessing seized and surrendered weapons for destruction by pulverization, with the agency retaining ownership of each weapon until the moment of pulverization.

Received by Gunbusters: _____
Signature

HENREY JETTY
GunBusters LLC.

Agency Representative: _____
Signature

Printed Name: _____

GunBusters of New York/Tri-State **Cell: 585-362-2848** **Office: 844-486-2878**

hjetty@rochester.rr.com NY-EDT@GunBustersUSA.com

Gunbusters Procedures for Firearms Pickup:

1. **Gunbusters will receive your firearms list in an EXCEL format.**
2. **Only firearms will be included on the pickup list. If non-firearms are on the list they will be removed.**
3. **Gunbusters will put your office first on the next scheduled pick-up run.**
4. **Gunbusters will call, text, or email you as the POC and schedule a date and time for the pickup.**
5. **Gunbusters will arrive at your location, do a count or inventory of the firearms.**
6. **Gunbusters will provide you with a signed MOU agreement on the invoiced firearms.**
7. **All firearms must be removed from evidence boxes, gun cases or wrapping unless identified as HAZMAT.**
8. **Gunbusters transports the firearms to our pulverizer warehouse.**
9. **Your office will receive letter notifying you of the destruction with video proof of each firearm going into the pulverizer on a thumb drive.**
10. **The destruction process usually takes 3-4 weeks depending on the number of firearms we have for destruction.**
11. **Gunbusters sends notification to the ATF that your firearms have been destroyed for record.**
12. **Note that we do pick up bb guns or extra gun parts and destroy them but, they are not considered firearms. BB guns are not counted on the MOU letter. You may want to keep non-firearms items on a separate sheet for your own agency accountability.**

Define: Firearm: Defined Under: 18 U.S.C., § 921(a)(3)
1. Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive.
2. The frame or receiver of any such weapon.
3. Any firearm muffler or firearm silencer; or any destructive device.

If you know of any other Police Depts that need our services, I can schedule them on your run.

Gunbusters video: https://www.youtube.com/watch?v=x43Opkh0J84

Henrey Jetty 585-362-2848 text or call
hjetty@rochester.rr.com/ny-edt@gunbustersusa.com

GUNBUSTERS®
FIREARMS DESTRUCTION

RESOLUTION NO.: 174 - 2014

OF

JULY 14, 2014

A RESOLUTION ADOPTING THE CITY OF NEWBURGH
SURPLUS PROPERTY DISPOSITION POLICY AND PROCEDURE

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Surplus Property Disposition Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy shall take effect immediately upon adoption by the City Council.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 7/14/14 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 15th day of July 20 14

Deputy City Clerk

TO:

FROM:

DATE:

SUBJECT: Surplus Property Disposition Policy and Procedure

I: **PURPOSE**

The purpose of this memorandum is to set forth the policy and procedures for the disposal of surplus property of the City.

II: **GENERAL**

The Office of the Comptroller will be responsible for ensuring compliance with this memorandum.

III: **POLICY**

It is the policy of the City of Newburgh that surplus personal property of the City shall be disposed of in an orderly, equitable and efficient manner and in accordance with Chapter 97 of the Code of Ordinances of the City of Newburgh.

IV: **PROCEDURE**

The following procedure shall be utilized by the City of Newburgh for the disposal of surplus personal property of the City:

A. The head of each department shall perform a quarterly review of personal property of the department to determine whether there is any property which is no longer needed for City purposes.

B. The head of each department shall submit a report to the Comptroller on a quarterly basis identifying any such property as surplus. The report shall include a recommendation as to whether such property should be disposed of by the City or should be used as a trade-in to acquire new property.

1. Where there is a recommendation that surplus property be used as trade-in, the City Manager and the Comptroller shall review the recommendation and make a determination of whether the property may be used as trade-in. The review shall include a determination by the City Manager that fair value is being received by the City for the trade-in.
2. If the City Manager determines that fair value is not being received for the trade-in, he shall request a recommendation from the Comptroller for an alternative disposition of the property.

3. Where there is a recommendation that surplus property is no longer needed by a particular department, the Comptroller shall review the recommendation and offer the property for use by any other City department. If another department can use the property, such property shall be transferred to that department. If the Comptroller determines that no other City department can use the property, the Comptroller shall request a declaration of surplus property by resolution of the City Council. The Comptroller shall provide the list of property to be sold and the terms of sale to the Corporation Counsel, who shall prepare the Resolution for the City Council's consideration.

C. All property declared to be surplus property shall be offered for sale at public auction on a quarterly basis. The following procedures are to be followed for such sale:

1. Notice of the public auction shall be published by the Comptroller at least once per week for two weeks in advance of the sale. Publication on the City's website shall satisfy the publication requirement.

2. The public auction shall be held through a website that specializes in online auctions for government surplus property. The Comptroller shall determine which website will be used;

3. All property will be listed to be sold in "as-is" condition; and

4. The property shall be sold to the highest bidder.

D. Any surplus property not sold at public auction shall be disposed of in accordance with the direction of the City Manager. Such property shall be sold at private sale, held and re-auctioned at a later date, or junked.

V. POLICE DOGS

A. Surplus police dogs shall be sold at private sale as set forth in Section 97-3(B) of the Code of Ordinances of the City of Newburgh.

RESOLUTION NO.: _____ - 2026

OF

FEBRUARY 23, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXCECUTE A RIGHT OF ENTRY AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE ARMY AND ITS CONTRACTED AGENTS TO ALLOW ACCESS TO CITY OWNED PROPERTY IN CONNECTION WITH A REMEDIAL INVESTIGATION PROJECT OF THE STEWART AIR NATIONAL GUARD BASE AREA

WHEREAS, the United States Department of the Army is undertaking a remedial investigation of the Stewart Air National Guard Base Area; and

WHEREAS, by Resolution No. 74-2023 of April 24, 2023 and Resolution No. 146-2024 of July 22, 2024, the City Council approved a Right of Entry Agreement with the United States Department of the Army to allow access to certain City-owned property for the purpose of undertaking certain tasks as part of a remedial investigation of the Stewart Air National Guard Base Area; and

WHEREAS, the United States Department of the Army has requested access to City-owned property identified as Section 4, Block 1, Lot 9.21, Section 4, Block 1, Lot 10, Section 4, Block 1, Lot 12.2, and Section 4, Block 3, Lot 1.1 on the official tax map of Orange County ("the City Property") for the purposes of installing 4 new groundwater monitoring wells for the collecting and analyzing groundwater samples as part of a remedial investigation of the Stewart Air National Guard Base Area; and

WHEREAS, the City agrees to provide access to the United States Department of the Army and its contracted agents to the City Property to allow the United States Department of the Army to perform the work, subject to the conditions provided within the attached Right of Entry Agreement; and

WHEREAS, this Council has reviewed the attached Right of Entry Agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the Right of Entry Agreement with the United States Department of the Army and their contracted agents to allow them access to City owned property in connection with the remedial investigation project of the Stewart Air National Guard Base Area.

DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY
Per and Polyfluoroalkyl Substances (PFAS) Program

Project: Stewart Air National Guard Base Area

Property I.D. #: Assessor Parcel Numbers (APNs) 4-1-9.21, 4-1-10, 4-1-12.2 and 4-3-1.1

The undersigned, the **CITY OF NEWBURGH**, Newburgh Water Supply, hereinafter called the "City," in consideration for the mutual benefits of the work described below, hereby grants the **UNITED STATES OF AMERICA**, Department of the Army, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The City hereby grants to the Government, its employees, officers, and contractors, an assignable right to enter in, on, over and across the land described below in APNs 4-1-9.21, 4-1-10, 4-1-12.2 and 4-3-1.1 for the purpose of conducting remedial investigation as determined by the Government for a period not to exceed sixty (60) months or for a period not less than the duration of the remedial investigation phase, beginning with the date of the signing of this instrument for use by the Government, its representatives, agents, contractors, and assigns, as a work area for the PFAS Program, whichever is sooner, and perform any other such work as may be further described in the Government's remedial investigation Scope of Work and Site Access Plan, as previously reviewed and approved by the City.

2. The City also grants the right to the Government to request entry from the City to any other adjoining lands owned by the City, as may be necessary in order to use the lands described herein and for the purposes listed in the Right of Entry, Scope of Work, and Site Access Plan. If access to such adjoining land is required, the Government will provide remedial investigation scope of work and site access plan for the adjoining land for the City's review. The City's approval of such request by the Government is not to be unreasonably denied.

3. All proposed activities will be coordinated with the City five (5) days prior to the start of a phase of field work.

4. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and shall be removed by the Government at any time within a reasonable period after the expiration of this permit of right-of-entry.

5. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the City. In no event shall such repair or settlement exceed the fair market value of the fee title to the real

property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the City may have to make a claim under applicable laws for any damages other than those provided for herein.

6. The land affected by this right-of-entry is located in the Town of New Windsor, Orange County, New York, and is described as follows: APN(s) 4-1-9.21, 4-1-10, 4-1-12.2 and 4-3-1.1, as shown on the Sample Location Maps included within the Scope of Work attached hereto.

7. This Right of Entry includes and incorporates by reference the Sample Location Maps depicting the lands affected, the Addendum, Scope of Work and Site Access Plan, and the insurance certificates required by this Right of Entry and the Addendum.

Dated this _____ day of _____, 2026.

CITY OF NEWBURGH

BY: _____
TODD VENNING
City Manager

UNITED STATES OF AMERICA

BY: _____
HELEN LUKE
Chief, Real Estate Division
Real Estate Contracting Officer
New York District

CERTIFICATE OF AUTHORITY

I, _____ certify that I am _____
(Name) *(Title)*

of the City of Newburgh, and that Todd Venning, who signed the foregoing instrument on behalf of the City, was then the City Manager of the City of Newburgh. I further certify that the said Todd Venning was acting within the scope of powers delegated to him in executing said instrument.

Date: _____

Signature[1]: _____

(The person that signed the attached instrument cannot sign this Certificate)

[1] Certificate of authority is required if owner is a corporation, company, agency, etc. to verify that the person who signed this page has the proper authority to sign on owner's behalf.

ADDENDUM

1. This Right of Entry is only assignable to another agency or branch of the U.S. Government.

2. All work described in the attached Scope of Work and Site Access Plan, relative to this Right of Entry, will be at the expense of the Government, subject to the appropriation of funding for such purposes.

3. The Government will coordinate with the City, in order for a designated City representative to be present during the performance of work, as described in the Scope of Work and Site Access Plan, at the sites, and to also have an engineering consultant, as designated by the City, to be present, with the ability to obtain a split of any samples taken. Any and all costs of such split samples will be the responsibility of the City. The Government makes no warranty herein, and also, assumes no risk or liability therein, as may arise with such split samples taken.

4. It is acknowledged, that by separate agreement, any contractors of the Government shall maintain or cause to be maintained, the following policies of insurance, as procured from insurance companies authorized to do business in New York: (a) Workers Compensation Insurance and Employer Liability Insurance providing statutory benefits and limits; (b) Motor Vehicle Insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of not less than $1,000,000.00 per occurrence for bodily injury and property damage; (c) Commercial General Liability Insurance with combined single limits of not less than $2,000,000.00 per occurrence for bodily injury and property damage naming the City of Newburgh as an additional insured; and (d) pollution liability insurance.

5. Upon completion of the work, subject to this Right of Entry and related Scope of Work and Site Access Plan, the Government shall provide the City with a copy of any laboratory analytical reports and any final written report, regarding the work, subject to this Right of Entry and related Scope of Work and Site Access Plan.

6. The Scope of Work and Site Access Plan are attached hereto, and also herein, incorporated by reference into this Right of Entry. It is understood by the Government and acknowledged by the City, that the City has reviewed and approved the attached Scope of Work and Site Access Plan.

7. Whenever there arises a conflict between the terms of the Right of Entry including exhibits and this Addendum, the terms of this Addendum shall prevail.

Proposed Environmental Drilling and Sampling Scope of Work
City of Newburgh, New York Property
Phase 1 Per- and Polyfluoroalkyl Substances (PFAS) Remedial Investigation – **Mobilization 3**
Stewart Air National Guard Base
January 14, 2026

AECOM Technical Services, Inc. (AECOM), under contract with USACE, is conducting a Phase 1 Per- and Polyfluoroalkyl Substances (PFAS) Remedial Investigation (RI) at the Stewart Air National Guard Base (SANGB) in Newburgh, NY. As part of the amended Uniform Federal Policy-Quality Assurance Project Plan (UFP-QAPP) for the RI, four new groundwater monitoring wells are proposed to be installed under field Mobilization 3 on City of Newburgh, NY properties in the vicinity of Lake Washington. The locations of the proposed new wells (***MW-133. MW-138, MW-139,*** *and* ***MW-140***), as well as four other pre-existing monitoring wells on City of Newburgh properties (***LWMW-02, LWMW-03, LWMW-04,*** *and* ***LWMW-04BR***) that will be sampled along with the 4 new wells during Mobilization 3, are shown on attached **Figure 1**.

The four new wells will be drilled and installed by a licensed well drilling company (Driller) under subcontract to AECOM. Before commencing drilling, the Driller will call in an 811-UDig-NY utility locate request for each drilling location and AECOM's utility clearance subcontractor will also survey the area around each location for utilities using ground-penetrating radar (GPR) and electro-magnetic induction equipment. In addition, the Driller will hand clear each boring to a depth of five feet with a hand auger or air knife. The Driller will then use a rotosonic drilling rig to advance each borehole. Each borehole will be completed as a permanent monitoring well, installed in overburden soil above bedrock.

The monitoring wells will be constructed with 2-inch diameter Schedule 40 PVC well materials, including a maximum 10-foot-long screen and solid riser pipe extending to ground surface. To construct each well, quartz silica sand will be placed around the well screen to a depth of up to 3 feet above the top of screen. A 3-foot-thick bentonite pellet seal will then be installed above the top of the sand pack, and the remaining borehole annulus will be sealed with cement-bentonite grout as the sonic casing is extracted. Depending on the City's direction, the top of each well will be completed with either a flush-mount or standpipe (with bollard posts) and locking protective casing. An AECOM subcontract licensed land surveyor will survey the as-built location and elevation of each new well after they are installed.

Drill cuttings and excess drilling water, development water, and purged groundwater generated during the work will be placed into 55-gallon steel drums and transported to SANGB upon completion. The work area around the new well will be restored as practicable to existing conditions.

After the wells are installed and developed, AECOM will conduct one round of groundwater sampling. During the sampling event, AECOM will also collect groundwater samples from existing wells LWMW-02, LWMW-03, LWMW-04, and LWMW-04BR (see **Figure 1**).

Detailed Access Plan:

- The installation and development of the new wells and completion of the groundwater sampling event will all occur in separate stages throughout AECOM's RI Mobilization 3.

- AECOM will notify the Commissioner of Public Works, Jason Morris, P.E., at (845) 569-7448 (jmorris@cityofnewburgh-ny.gov) and the City Water Superintendent, Wayne Vradenburgh, at (845) 565-3356 at least 10 days in advance of beginning field work on City property.

- All work will be conducted generally Monday through Friday during daytime hours (i.e., 7:00 a.m. to 5:00 p.m.).

- Prior to drilling AECOM's drilling subcontractor will file an 811 UDig-NY notice for each drilling location and AECOM's utility locating subcontractor will use geophysical instruments including GPR to clear the borehole location of underground utilities. At the start of work, the Driller will hand-clear each borehole to a depth of 5-feet bgs using a hand auger or air knife.

- The exact planned location of monitoring wells MW-133, MW-138, MW-139, and MW-140, and notes regarding plans to access these locations, are shown in the attached **Figure 1A**.

- Access to, and installation of all monitoring wells will not cause disturbance to City of Newburgh infrastructure(s).

- Investigation Derived Waste (IDW) generated during the work, including excess soil from drill cuttings, excess water used and generated during drilling and equipment decontamination, and groundwater purged from the wells, will be placed into DOT-approved steel 55-gallon drums for disposal at a permitted landfill. Representative samples of each IDW waste stream will be collected for laboratory waste characterization analysis as required by the disposal facility. Copies of waste characterization analytical results and disposal manifests for the IDW will be provided to the City.

- Controls that will be implemented during drilling and installation of the four new monitoring wells, to mitigate impact to stormwater in this MS4 area, will include the containerization in drums of excess drill cuttings and drilling fluids.

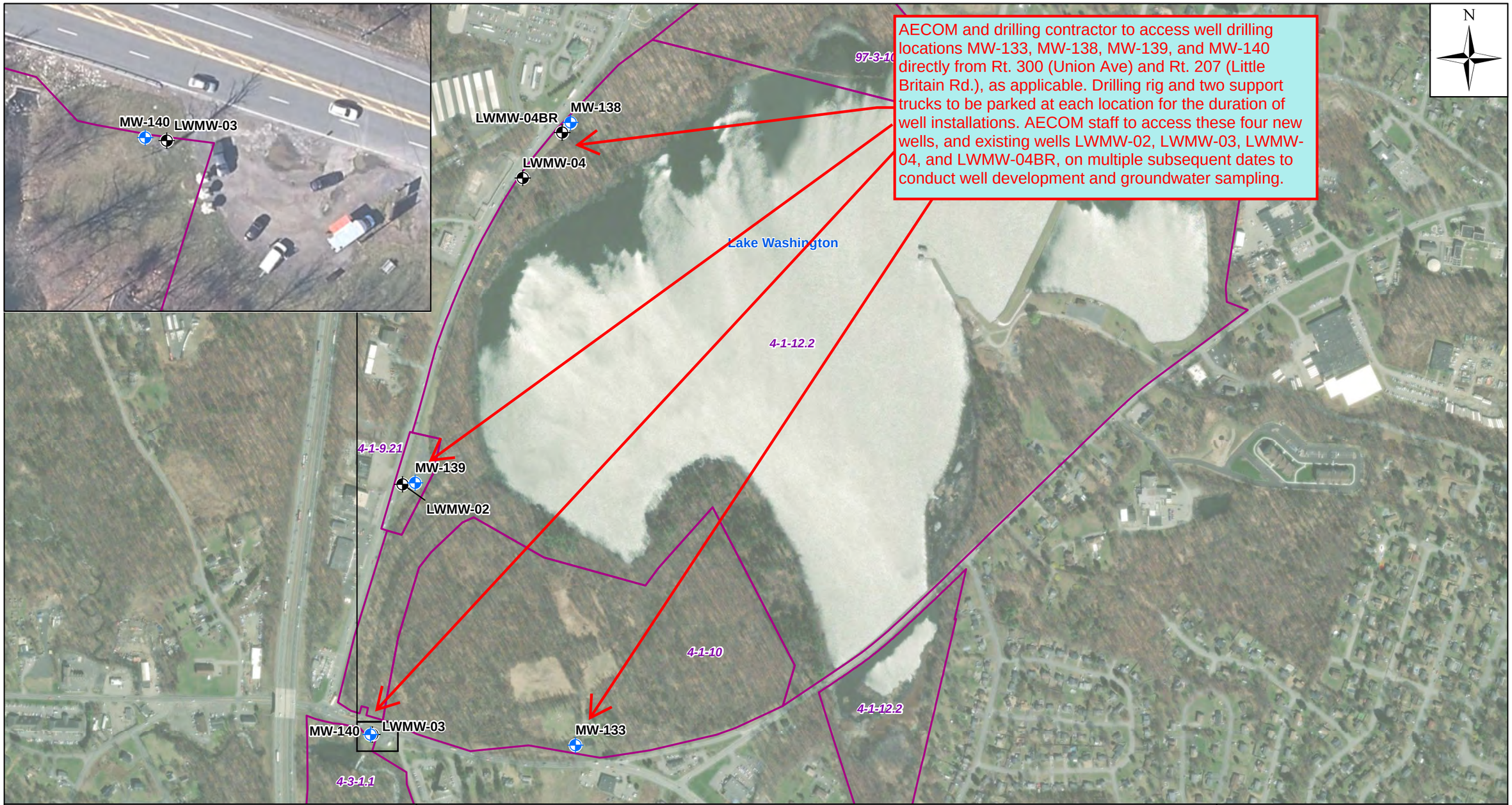
- No intrusive activities are planned within I87 Thruway Authority property or ROW so no approval of temporary access permits are required.

- No intrusive activities are being conducted within a dam, so there are no NYSDEC or NYCDEP dam safety permits required for this project.

- AECOM and its subcontractors will not park its vehicles or operate in any way that would interfere with, or cause delays of, day-to-day operations at Washington Lake Park.

- All new monitoring wells will be installed with a locked protective surface casing to prevent unauthorized access to the well. Only AECOM and the SANGB environmental manager will hold the key for the locked wells.

SAMPLE LOCATION MAPS



CLIENT	New York Air National Guard			
PROJECT	Stewart ANGB PFAS RI			
REVISED	1/13/2026	GIS BY	GC	1/13/2026
SCALE	1:6,600	CHK BY	PY	1/13/2026
Base Map: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community		PM	WH	1/13/2026

- Proposed Monitoring Well Location - Mobilization 3
- Groundwater - Existing Monitoring Well
- Orange Co. NY Tax Map Parcel ***No. 4-1-12.2*** Boundary (Approximate)
- NYSDOT Easement Area
- Stewart ANG Base Boundary

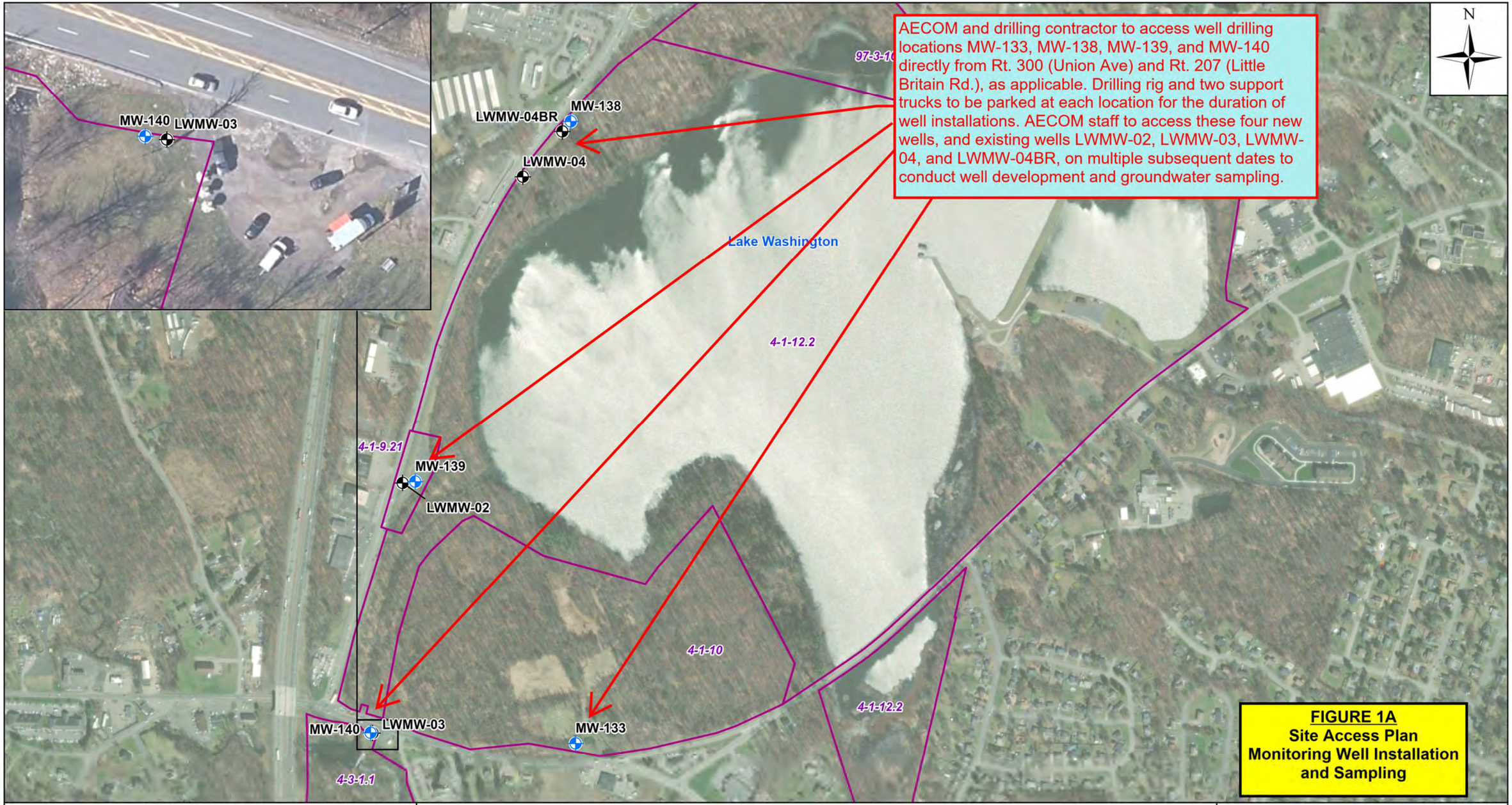
0 275 550 1,100 Feet

Proposed Sample Locations - Mobilization 3 On City of Newburgh Property

AECOM 12420 Milestone Center Drive Germantown, MD 20876

Figure 1

C:\Users\grace.canham\AECOM\60668988 - Stewart ANGB PFAS RI - General\900_CAD_GIS\920_929_GIS_Graphics\MXDs\ROE\Mob3_ROE\Fig1_Newburgh_LakeWashington_RI_Samples.mxd



CLIENT	New York Air National Guard			
PROJECT	Stewart ANGB PFAS RI			
REVISED	1/13/2026	GIS BY	GC	1/13/2026
SCALE	1:6,600	CHK BY	PY	1/13/2026
Base Map: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community		PM	WH	1/13/2026

Proposed Monitoring Well Location - Mobilization 3
Groundwater - Existing Monitoring Well
Orange Co. NY Tax Map Parcel ***No. 4-1-12.2*** Boundary (Approximate)
NYSDOT Easement Area
Stewart ANG Base Boundary

0 275 550 1,100 Feet

Proposed Sample Locations - Mobilization 3
On City of Newburgh Property

AECOM 12420 Milestone Center Drive Germantown, MD 20876

Figure 1

C:\Users\grace.canham\AECOM\60688988 - Stewart ANGB PFAS RI - General\900_CAD_GIS\920_929_GIS_Graphics\MXDs\ROE\Mob3_ROE\Fig1_Newburgh_LakeWashington_RI_Samples.mxd

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-25-26 11 2024	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** 866-966-4664 **FAX (A/C, No):** 212-948-0533 **E-MAIL ADDRESS:** LosAngeles.CertRequest@marsh.com
INSURED AECOM AECOM Technical Services, Inc. 3101 Wilson Boulevard, Suite 900 Arlington, VA 22201	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** ACE American Insurance Company 22667 **INSURER B :** N/A N/A **INSURER C :** Illinois Union Insurance Co 27960 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002670561-15 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			HDO G48971714	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H11370494	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C72792300 (AOS) SCF C72792312 (WI Retro)	04/01/2025 04/01/2025	04/01/2026 04/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2025	04/01/2026	Per Claim/Agg Defense Included	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: AECOM Project No: 6066988. Client Reference No: W912DR18D0005, DO W912DR21F0410. AECOM Technical Services, Inc. will be drilling monitoring wells as part of a Remedial Investigation (RI) for the Air National Guard under Contract W912DR-18-D-0005, delivery order #W912DR-21-F-0410.

City of Newburgh is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract.

CERTIFICATE HOLDER

City of Newburgh
Jason C. Morris, PE
83 Broadway
Newburgh, NY 12550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN101348564
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	AECOM AECOM Technical Services, Inc. 3101 Wilson Boulevard, Suite 900 Arlington, VA 22201
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Contractors Pollution Liability
Carrier: AIG Specialty Insurance Company, NAIC #26883
Policy #: CPL 1814870
Policy Term: 04/01/2025 – 04/01/2026
"Claims Made," Defense Included, Limit: $ 4,000,000.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK NY 10278-0090

January 21, 2026

Real Estate Division

City of Newburgh
Attn: Mayor Torrance Harvey
83 Broadway
Newburgh, NY 12550

Dear Mayor Harvey:

The U.S. Army Corps of Engineers (USACE) is requesting permission to enter upon the property owned by the City of Newburgh in Orange County, New York, for the purpose of performing remedial investigation activities under the Per and Polyfluoroalkyl Substances (PFAS) Program, in accordance with the enclosed Right-of-Entry No. DACA51-9-26-059 and accompanying Scope of Work.

The Government will contact you at least five (5) days prior to performing any work on the described property either by phone, email, or letter. The purpose of the notification is to inform you of the specific work that will be conducted and when access to the property will be required, and to coordinate any access requirements. The exact date will be determined once the right-of-entry is signed and will be coordinated by the Government and/or its agents. Upon final signature by the Government, a copy of the executed right-of-entry agreement will be furnished for your files.

Thank you for your continued support and cooperation. Please review and sign the enclosed right-of-entry and return it to me via email at michael.r.heck@usace.army.mil, or to the following address: USACE Real Estate New York District, 26 Federal Plaza, Room 16-507-10, New York, NY 10278-0090. Should you have any questions pertaining to the remedial investigation activities, please contact Ms. Melissa Abt at (917) 790-8230 or melissa.abt@usace.army.mil; if you have any real estate questions, please contact me at (917) 790-8538 or by email.

Sincerely,

HECK.MICHAEL.RICHARD.1616250180

Digitally signed by HECK.MICHAEL.RICHARD.1616250180
Date: 2026.01.21 08:45:34 -05'00'

Michael Heck
Realty Specialist

Enclosures

RESOLUTION NO.: _____ - 2026

OF

FEBRUARY 23, 2026

A RESOLUTION APPROVING A COMMUNITY PROJECT FUNDING SUBRECIPIENT AGREEMENT WITH THE COUNTY OF ORANGE TO RECEIVE FY 2023 ECONOMIC DEVELOPMENT INITIATIVE COMMUNITY PROJECT FUNDING IN THE AMOUNT OF $3,200,000.00 FOR THE CONSTRUCTION OF THE NEWBURGH LANDING PIER

WHEREAS, the County of Orange is a Congressionally-designated recipient of FY 2023 Economic Development Initiative - Community Project Funding ("CPF") for the purpose of constructing the Newburgh Landing Pier located at 70 Front Street, in the City of Newburgh, County of Orange ("Project"); and

WHEREAS, the County entered into a Grant Agreement with the United States Department of Housing and Urban Development ("HUD") and may subaward all or a portion of its CPF funds to the City of Newburgh as the intended subawardee during the grant application process in HUD's Disaster Recover Grants Reporting System for the purpose of carrying out a portion of the Federal award, and HUD approved the designation; and

WHEREAS, all subawards made with funding under the Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, and a Community Project Funding Subrecipient Agreement is necessary for the City to receive the CPF funds through County; and

WHEREAS, County and the City may enter into the Community Project Funding Subrecipient Agreement in accordance with Section 119-o of New York State General Municipal Law to implement the Project; the same being in the best interests of the City of Newburgh and its future development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Community Project Funding Subrecipient Agreement with the County of Orange to receive FY 2023 Economic Development Initiative Community Project Funding in the amount of $3,200,000.00 be and hereby is approved and that City Manager is authorized to execute the Community Project Funding Subrecipient Agreement on behalf of the City of Newburgh for the construction of the Newburgh Landing Pier.

COMMUNITY PROJECT FUNDING SUBRECIPIENT AGREEMENT - FY 2023

THIS AGREEMENT ("Agreement") is entered into as of this _____ day of _____, _____ ("Effective Date") by and between the County of Orange ("County"), a municipal corporation and county of the State of New York, by and through its Office of Community Development ("OCD"), with offices at 40 Matthews Street, Suite 307A, Goshen, New York 10924, and the City of Newburgh ("Subrecipient"), a New York municipal corporation with offices at 83 Broadway, Newburgh, New York 12550.

WHEREAS, the County is a Congressionally-designated recipient of FY 2023 Economic Development Initiative - Community Project Funding ("CPF") for the purpose of constructing the Newburgh Landing Pier located at 70 Front Street, in the City of Newburgh, County of Orange ("Project"), as more particularly described in **Appendix 1** entitled "Project Narrative"; and

WHEREAS, the County, as an awardee identified by Congress, entered into a Grant Agreement ("Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 ("Explanatory Statement"); and

WHEREAS, pursuant to Article III (H) of the Grant Agreement, County may subaward all or a portion of its CPF funds to one or more subrecipients as identified either in the project narrative or as may be approved by HUD in accordance with 2 CFR 200.308; and

WHEREAS, the County identified the Subrecipient as the intended subawardee during the grant application process in HUD's Disaster Recover Grants Reporting System ("DRGR") for the purpose of carrying out a portion of the Federal award, and HUD approved the designation; and

WHEREAS, all subawards made with funding under the Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by the Grant Agreement.

WHERAS, pursuant to 2 CFR Part 200, this Agreement is necessary for Subrecipient to receive the CPF funds through County; and

WHEREAS, County and Subrecipient desire to enter into this Agreement, in accordance with Section 119-o of New York State General Municipal Law, to implement the Project.

NOW, THEREFORE, in reliance upon and in consideration of the mutual representations and obligations under this Agreement, County and Subrecipient agree as follows:

ARTICLE I. SCOPE OF SERVICE

The Project shall consist of demolition of existing structure and construction of the new Newburgh Landing Pier at 70 Front Street, City of Newburgh, County of Orange, State of New York, 12550.

Project Narrative set forth in **Appendix 1** annexed hereto, incorporated herein and made a part of this Agreement outlines the activities to be undertaken by Subrecipient under this Agreement. Subrecipient will be responsible for administering the Project in a manner satisfactory to County and HUD and consistent with 2 C.F.R. Part 200 and all other applicable Federal, New York State and local laws, regulations and policies required as a condition of providing these CPF funds.

ARTICLE II. TOTAL CPF AMOUNT

Subject to the provisions of this Agreement, County will make CPF grant funds in the amount of **$3,200,000.00**

available to the Subrecipient to carry out the Project. The approved Budget is annexed hereto and incorporated herein as **Appendix 2** to the Agreement ("Approved Budget").

ARTICLE III. TIME OF PERFORMANCE

The term of this Agreement shall start on the ___ day of _____, 20__ and end on the **31st day of August 2031.** The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient, if applicable, remains in control of CPF funds or other CPF-funded assets, including program income. The Project, as outlined in **Appendix 1**, shall be completed no later than **August 31, 2031.** If the Project is not completed by this date, this Agreement may be suspended or terminated, at County's discretion, in accordance with Article X of this Agreement entitled "Termination", unless the Subrecipient seeks and receives approval for an extension from County, at its sole discretion.

ARTICLE IV. AWARD-SPECIFIC REQUIREMENTS

A. Subrecipient must use CPF funds provided under this Agreement to carry out the Project. Unless changed in accordance with this Article IV(C) of the Agreement, the Project shall be as described in **Appendix 1** "Project Narrative" that has been approved by County and HUD as of the effective date of this Agreement.

B. Subrecipient must use CPF funds provided under this Agreement as set forth in the Approved Budget. Unless changed in accordance with this Article IV(C) of the Agreement, the Approved Budget shall be the line-item budget that has been approved by County and HUD as of the Effective Date of this Agreement.

C. The County continues to be responsible for all coordination with HUD on accessing all CPF grant funds, amendment requests, reporting, correspondence, grant closeout, and all other grant requirements. All changes to the Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Agreement. The Subrecipient must report deviations from the Approved Budget, Project or program scope, or objective(s) to the County for the County to meet its monitoring and reporting obligations under 2 CFR 200.329. Subrecipient must seek prior approvals from the County for the Approved Budget and Project revisions. To request County's approval for a change in the Project or Approved Budget, the Subrecipient must submit a formal letter to the Director of OCD. The letter shall include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. HUD requires that the Grant Agreement be amended to account for any requested project narrative and/or budget amendment(s) and cannot approve draws for new or amended expenses until those expenses are included in the approved budget. Subrecipient is prohibited from making Project or Approved Budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article IV(D) of this Agreement. The County will submit the Subrecipient's request for revisions to HUD for review and approval. Subrecipient shall not expend any CPF funds until the requested change has been approved by HUD or otherwise allowed by 2 CFR 200.308, and the County has updated its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the CPF funds provided under this Agreement are set forth in the Consolidated Appropriations Act, 2023 and the Explanatory Statement which are hereby incorporated and made part of this Agreement. The CPF funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974. Any changes to the project scope as originally proposed to the members of Congress must be consistent with the Congressionally-directed purpose for this award. HUD does not have the authority to approve changes that depart from the Congressionally-directed purpose for this award.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to

the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Subrecipient uses that income for allowable costs under this Agreement. Any program income that cannot be expended on allowable costs under this Agreement must be paid back to the County and HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. Subrecipient must use the CPF funds only for costs that meet the applicable requirements in 2 CFR Part 200. Subrecipient is responsible for all general administration duties and its administrative costs incurred pursuant to this Agreement. Administrative costs and indirect costs will not be reimbursed through this Agreement. The Subrecipient shall not use an indirect cost rate to charge its indirect costs to the grant provided under this Agreement.

G. It is expressly agreed and understood that the total amount to be paid by County under this Agreement is limited to CPF funds allocated to Orange County, received by the County from HUD and appropriated by the County Legislature to OCD for the purposes of this Agreement. It is further expressly understood that the County shall have no liability to the Subrecipient, or to any third party, beyond CPF funds accepted and appropriated by the County Legislature to OCD for this Agreement. Furthermore, it is expressly agreed and understood that payment(s) stipulated in this Agreement are contingent upon *continued* availability of CPF funds. If at any time, the County determines that CPF funds are no longer available, in whole or in part, due to legislature or other governmental action or inaction, budget constraints or other reasons beyond OCD's reasonable control, the County shall have no liability whatsoever under the Agreement to the Subrecipient or to any third party. For instance, in the event that HUD or another unit of Federal government takes action to adjust, reduce, or withdraw the CPF grant allocated to the County prior to completion of the Project, or the final actual amount of CPF funding allocated to Orange County by HUD is less than the total estimated CPF grant amount, it is expressly agreed and understood that the County may reduce or cancel the CPF grant subaward under this Agreement as it determines necessary, in the County's sole discretion, without incurring any liability to the Subrecipient or any third-party.

ARTICLE V. GENERAL FEDERAL REQUIREMENTS

A. Subrecipient is responsible for all general administration duties and shall maintain program and financial records documenting eligibility and the performance of the activities carried out with CPF funds. No CPF funding will be provided to the Subrecipient for general administration.

B. CPF grants, like all awards funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. The County is the Responsible Entity, as the term is defined in 24 CFR Part 58, and assumes all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary of HUD pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

Following completion of the environmental review process, the Subrecipient and County will exercise oversight, monitoring, and enforcement, as necessary, to ensure that decisions and mitigation measures adopted through the environmental review process are carried out during Project development and implementation which include for the Subrecipient to provide the County with a copy of the NYS DOS Coastal Permit, a copy of the subrecipient's flood insurance policy for the Project, copies of the NYS DOS and USACE wetland permits, and proof that a turbidity curtain and oil containment boom are installed during construction.

C. Neither the Subrecipient nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend the CPF funds or local funds for project activities (other than for planning, management, development and administration activities), until one of the following occurs: (i) the County has completed the environmental review procedures required by 24 CFR part 58, and HUD has

approved the environmental certification and given a release of funds; (ii) the County has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified the County and the Subrecipient in writing of environmental approval of the activities. Notwithstanding anything contrary in this Agreement, the Subrecipient shall not use any CPF funds, at any time, for planning, management, engineering, administration, or indirect expenses.

D. Subrecipient must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. The Subrecipient must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Subrecipient's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

E. Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as may be amended from time to time. If 2 CFR Part 200 is amended to replace or renumber sections of Part 200 that are cited specifically in this Agreement, the Part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD, County and the Subrecipient after those amendments become effective.

F. Subrecipient must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Subrecipient must include in its sub-award documents at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Subrecipient must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. The term "Person" is as defined by 24 CFR Part 87.

G. Subrecipient must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

H. Subrecipient must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

I. If CPF funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, Subrecipient must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

J. Subrecipient must comply with Section 3 of the Housing and Urban Development Act of 1968

(Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. County, under its Grant Agreement with HUD, has an obligation to submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year. By January 1st of each calendar year Subrecipient must timely report its compliance with Section 3, including all relevant data and supporting documents as requested by County, to enable the County to meet its reporting obligation with HUD. Orange County's Section 3 Policies and Procedures are attached in **Appendix 3.**

1. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (Section 3), as amended. The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance from HUD or HUD-funded projects covered by Section 3, shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to persons who are recipients of HUD assistance for housing, and to businesses that are either low- or very low-income residents of the neighborhoods where the financial assistance is spent, or substantially employ these persons.

2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this Agreement the parties certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

3. Subrecipient agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR Part 75, and to ensure that any contractors and subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

4. Subrecipient agrees to include compliance with Section 3 requirements in every contract and subcontract for Section 3 projects as defined in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the contract or subcontract upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The Subrecipient will not contract with any contractor or subcontractor where the Subrecipient has notice or knowledge that the contractor/subcontractor has been found in violation of the regulations in 24 CFR Part 75.

5. Subrecipient agrees to maintain, and to ensure that its contractors and subcontractors maintain, hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR Part 75. As part of these practices, Subrecipient agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the Subrecipient is not able to meet this benchmark goal, it must provide the County with a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

6. Subrecipient agrees to post, and that its contractors and subcontractors post, copies of a notice advising workers of its commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

7. If applicable, the Subrecipient agrees to notify each labor organization or representative of workers with which the Subrecipient has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

8. Subrecipient agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

9. Subrecipient agrees to hire, to the greatest extent feasible, Section 3 Workers as new hires, or provide written justification to the County that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

10. Subrecipient agrees to attempt to recruit from within the grantee's service area to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents.

11. Subrecipient agrees to maintain records documenting Section 3 Residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

12. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

13. Subrecipient will certify that they have followed prioritization of effort in 24 CFR Part 75.19 for all employment and training opportunities. The Subrecipient will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

14. Subrecipient agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the United States Department of Housing and Urban Development (HUD). The Subrecipient is responsible for providing Section 3 performance metrics and supporting documentation for all its contractors, and subcontractors, as applicable.

15. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. Subrecipient must not use any CPF funds to support any Federal, State, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects

which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public- utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

L. Subrecipient must not use any CPF funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

M. Subrecipient must administer its CPF funds in accordance with the Conflict-of-Interest requirements set forth in **Appendix 4** annexed hereto, incorporated herein and made a part of this Agreement.

N. Subrecipient must comply with the government-wide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

O. Subrecipient must comply with the award term and condition regarding trafficking in persons in **Appendix 5** annexed hereto, incorporated herein and made a part of this Agreement.

ARTICLE VI. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by County under this Agreement shall not exceed **$3,200,000.00** and shall be limited to CPF funds received by County from HUD and appropriated by the County Legislature to OCD for the purposes of this Agreement.

B. Payments may be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. Part 200, Subpart D. **Payments will be made to Subrecipient per 2 CFR Part 200, Subpart D, for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.** Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in the Approved Budget (**Appendix 2**) and in accordance with performance. Subrecipient shall submit claims to County in accordance with the attached and incorporated template for the **CPF Payment Request –Voucher** attached hereto as **Appendix 6**.

C. Each Payment Request for Grant Funds constitutes a representation by the Subrecipient that the funds will and/or have been used in accordance with this Agreement. Notwithstanding any other provision of this Agreement, the County and HUD will not be responsible for payment of any CPF funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30, 2031, date specified by 31 U.S.C. § 1552, the County is advised to make its final request for payment under the grant no later than September 15, 2031. Accordingly, the Subrecipient is advised to submit its final CPF Payment Requests no later than **June 30, 2031**.

D. Payments will be disbursed to Subrecipient within sixty (60) days of receipt of accurate, proper, and complete claims. However, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient. Subrecipient shall disburse payments to its subrecipients and subcontractors, if any, in accordance with 2 C.F.R. Part 200, Subpart D.

E. The acceptance by Subrecipient or its assignees of the final payment under this Agreement (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Subrecipient arising out of the performance of this Agreement.

F. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Subrecipient:

a. under this Agreement;

b. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or

c. from County by operation of law.

G. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

H. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded the County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

The provisions of this Article VI shall survive expiration or earlier termination of this Agreement.

ARTICLE VII. GENERAL CONDITIONS

A. Subrecipient shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with all Federal requirements, except that (1) Subrecipient does not assume County's environmental responsibilities described in Article V(B) above, and (2) Subrecipient does not assume County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52. Subrecipient shall, and shall cause its subrecipients and subcontractors, if any, to comply with all other applicable Federal, New York State, County and local laws, regulations and policies governing the funds provided under this Agreement. Subrecipient further agrees that funds available under this Agreement are being used to supplement rather than supplant funds otherwise available to Subrecipient or its Subrecipients, if any. In the event of any conflict between this Agreement and the provisions of 2 C.F.R. Part 200, then the provisions of 2 C.F.R. Part 200 shall control.

B. Subrecipient understands that it may be necessary for County to submit to governmental agencies or to a court of law part of or all of the data, analyses and/or conclusions developed in the performance of the Project as well as certification, payment applications or other documentation certified and/or signed by Subrecipient or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives. Subrecipient is aware that there are significant state and/or federal civil and criminal penalties for submitting false information, including the possibility of fines and imprisonment. Subrecipient is responsible for such penalties resulting from false information submitted by Subrecipient or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives and shall, to the fullest extent permitted by law, defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the submission of any false information by Subrecipient or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives.

C. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Subrecipient is an

independent contractor. The provisions of this Article VII(C) shall survive expiration or earlier termination of this Agreement.

D. Indemnification and Hold Harmless. To the fullest extent permitted by law, Subrecipient shall be fully liable for the actions of its officers, employees, subcontractors or other representatives and shall fully indemnify, defend and hold harmless County and HUD from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any negligence or willful misconduct of Subrecipient, its officers, employees, agents, Subrecipients, subcontractors, or other representatives. The provisions of this Article VII (D) shall survive expiration or earlier termination of this Agreement.

E. Insurance & Bonding

1. Subrecipient shall comply with the bonding and insurance requirements of 2 C.F.R. § 200.310 and New York State Finance Law §137, and shall require subcontractors and subrecipients, if any, to comply with 2 C.F.R. § 200.310, New York State Finance Law §137, and any other applicable Federal, New York State and County laws and regulations. Prior to commencing work Subrecipient and all subrecipients and/or subcontractors, if any, shall obtain and, during the term of this Agreement and as otherwise required by this Article VI (E), shall maintain, at their own cost and expense, the coverages listed below from insurance companies licensed in the state of New York, and shall provide certificates of insurance to OCD for County approval. The certificates shall provide that a) the County of Orange c/o Office of Community Development (and Subrecipient on any Subrecipient certificates) is named as "Additional Insured" (except for Workers Compensation and Professional Liability policies) and b) at least fifteen (15) days prior to cancellation or material change in a policy, notice shall be given to the Risk Management Officer of County, the Director of OCD and Subrecipient (for Subrecipient policies), by registered mail, return receipt requested. All notices shall state the name of Subrecipient, Subrecipient and subcontractor, as applicable, and refer to this Agreement.

a. Workman's Compensation & Disability in statutory amounts.

b. General Liability Insurance with a minimum comprehensive single limit of liability per occurrence of $1,000,000.00 for bodily injury and for property damage. The certificate of insurance shall indicate the following coverage:

i. Premises - Operations
ii. Broad Form Contractual

c. Automobile Liability Insurance with a minimum comprehensive single limit of liability per occurrence of $1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This coverage shall include the following for bodily injury and property damage:

i. Owned automobiles
ii. Hired automobiles
iii. Non-owned automobiles

2. If, at any time, any policy of Subrecipient, or its subcontractors and/or Subrecipients, if any, or Subrecipients' subcontractors, if any, becomes unsatisfactory to County, as to form or substance, or if an insurer becomes unsatisfactory to County; Subrecipient shall, upon notice from County, promptly obtain, or cause such subcontractor or Subrecipient to promptly obtain, a new policy and submit the same to County for approval.

3. Upon failure of Subrecipient or any Subrecipient and/or subcontractor, as applicable, to furnish, deliver and maintain such insurance, this Agreement, at the election of County, may be declared suspended or terminated in accordance with Article X of this Agreement. Failure of Subrecipient and/or any Subrecipient, and/or subcontractor, as applicable, to take out and/or maintain any required insurance shall not relieve

Subrecipient and/or such Subrecipient and/or such subcontractor, as applicable, from any liability under this Agreement, or otherwise, to County or HUD; nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Subrecipient and/or any Subrecipient and/or any subcontractor, as applicable, concerning indemnification.

4. In the event that a judgment arising out of this Agreement is in excess of the insured amounts, the excess amount or any portion thereof, may be withheld from payment due or to become due Subrecipient until such time as Subrecipient shall furnish such additional security covering the judgment(s) as may be determined by County.

5. All policies and certificates of insurance shall contain the following clauses.

a. such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County with respect to its interests;

b. it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County (directed to County's Risk Management Division and the Director of OCD); and

c. County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Subrecipient.

6. County requires that the certificate holder is named as "County of Orange c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924". Certificates indicating proof of Subrecipient's, Subrecipient's and/or subcontractors, if any, insurance coverage required by this subsection VII(D) are attached as **Appendix 7.** Proof of each Subrecipient's and/or subcontractor's bonds and/or insurance certificates, as applicable, shall be submitted to OCD for review and approval, prior to commencement of funded activities by each subcontractor.

7. The provisions of this Article VII(E) shall survive expiration or earlier termination of this Agreement.

F. Grantee Recognition. Subrecipient shall insure recognition of the role of County and HUD in providing services through this Agreement. The funding source shall be clearly acknowledged for all activities, facilities and items utilized pursuant to this Agreement and in all publications made possible with funds provided by Agreement. Subrecipient will acknowledge the CPF funding in all press releases, media, and signage for the project. Acknowledgement should be listed as:
"This project has been supported by the United States Department of Housing and Urban Development (HUD) Economic Development Initiative, Community Project Funding (CPF) Program administered by the Orange County Office of Community Development. HUD and Orange County's logo should also be displayed along with current County Executive and HUD Secretary names and titles, as applicable." The provisions of this Article VII (F) shall survive expiration or earlier termination of this Agreement.

G. Subrecipient must comply with the New York State Environmental Quality Review Act (SEQRA) and all regulations and guidelines issued thereunder. When applicable, the Subrecipient shall complete SEQRA review and make its findings available to County.

H. For any contract(s) funded by this Agreement and involving public work or building services as respectively defined by Article 8 and Article 9 by New York State Labor Law, Subrecipient, shall and shall cause its contractors, if any, to prepare all solicitation documents and contract terms and conditions and administer such contracts in accordance with the applicable provisions of Article 8 or Article 9. Pursuant to Section 220-I of the New York Labor Law, all contractors and subcontractors submitting bids and/or performing construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication work on any projects subject to Article 8 of the New York Labor

Law must register with the New York State Department of Labor (NYSDOL) on or before December 30, 2024. Article 8 of the Labor Law contains New York State's prevailing wage requirements for public work and certain private construction projects receiving public funds. Subrecipient shall ensure that each bidder includes, in its bid, proof of its registration with the New York State Department of Labor as required by Labor Law §220-i. Any bidder that does not include such proof will be disqualified from consideration for a contract award. No subcontractor may commence new work/services on a project that is subject to Article 8 of the Labor Law on or after December 30, 2024 before submitting proof to the Subrecipient of its registration with the New York State Department of Labor as required by Labor Law §220-i. A contractor under a new contract for projects/work/services that are subject to Article 8 of the Labor Law with a start date of December 30, 2024 must submit proof to the Subrecipient of its registration with the New York State Department of Labor as required by Labor Law §220-i before commencing any work under said contract. Proof of such registration shall be collected and made available by Subrecipient to the County at the County's request.

ARTICLE VIII. PROGRAM-SPECIFIC REPORTING REQUIREMENTS

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Subrecipient:

A. The County has an obligation to file performance reports with HUD on a semi-annual basis no later than 30 calendar days after the end of the 6-month reporting period. The first reporting period begins on June 1, 2026. Subrecipient must submit its performance reports to County no later than December 31, 2026 (and every six months thereafter), consisting of a narrative of work accomplished during the reporting period.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project Narrative in **Appendix 1**, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports regarding the Project will be submitted by County to HUD using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR. The County will notify the Subrecipient of HUD's rejection, identifying the corrections to make and additional information or documentation needed from the Subrecipient. Subrecipient shall promptly comply with the County's requests to revise, amend or supplement its previous performance reports.

E. No drawdown of funds will be allowed while there is an overdue performance or financial report.

F. The Subrecipient must report and account for all property acquired or improved with CPF funds as provided by 2 CFR part 200. The County's reporting obligation to HUD includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with CPF funds as part of Project Closeout and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE IX. PROJECT CLOSEOUT

A. Notwithstanding any other terms and conditions of this Agreement, Subrecipient's obligation to County shall not end until all close-out requirements are completed. Activities during the close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable

to County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CPF funds, including but not limited to program income or real property funded in whole or in part with CPF funds.

B. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Agreement.

C. The Subrecipient recognizes that the closeout process may entail a review by HUD to determine compliance with the County's Grant Agreement with HUD. The Subrecipient agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with CPF funds.

D. No later than 120 calendar days after the Period of Performance, Subrecipient shall provide to County the following documentation:

1. A Certification of Project Completion.
2. A final financial report giving the amount and types of project costs charged to the grant (that meets the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.
3. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
4. A final property report, if specifically requested by HUD at the time of close-out**.**

ARTICLE X. SUSPENSION OR TERMINATION

A. In accordance with Appendix II to 2 C.F.R. Part 200 and 2 C.F.R. Part 200, Subpart D (§§ 200.339 - 200.343), County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by Subrecipient to County of reports that are incorrect or incomplete in any material respect.

B. Termination for cause. OCD will monitor the performance of Subrecipient against the terms and conditions of this Agreement. Substandard performance as determined by OCD will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient following a written notification by County and a (30) day opportunity to cure (or earlier if required by County, HUD or other federal or New York State law or regulation), County may pursue such remedies as are available in accordance with 2 C.F.R. § 200.339, including but not limited to terminating the Agreement, in whole or in part, on a date specified by County. During the thirty (30) day cure period, County may withhold CPF funds until such time as Subrecipient is found to be in compliance by OCD or is otherwise adjudicated to be in compliance. If Subrecipient fails to comply and this Agreement is terminated, in addition to and without limiting the other remedies provided by 2 C.F.R. Part 200 and other remedies legally available to County, Subrecipient shall disgorge and refund to County the amount of CPF funds previously paid to Subrecipient under this Agreement and any funds due Subrecipient shall be retained by County.

C. Termination for convenience. In accordance with Appendix II to 2 C.F.R. Part 200 and 2 C.F.R. § 200.340 this Agreement may be terminated for convenience, in whole or in part, by County or Subrecipient, as follows:

1. By County, to the greatest extent authorized by law, if the award no longer effectuates the CPF program goals or County priorities;
2. By County with the consent of Subrecipient in which case the two parties shall agree upon termination conditions, including the effective date and, in case of partial termination, the portion to be terminated;
3. By Subrecipient upon submitting written notification to County setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, County may terminate the award in its entirety if County determines that the remaining portion will not accomplish the purpose for which the award was made.
4. If this Agreement is terminated under this Article X(C), in addition to and without limiting other remedies of County or HUD, County may require that the Subrecipient disgorge and refund to County the amount of CPF funds previously paid to Subrecipient under this Agreement and any funds due Subrecipient shall be retained by County.

D. If this Agreement is terminated, or partially terminated, both County and Subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.344 and § 200.345.

E. In the event of any termination, in addition to any obligations that survive termination of this Agreement, Subrecipient shall completely fulfill all of its obligations under Article VIII "Program-Specific Reporting Requirements", applicable up to the date of termination, and all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared under this Agreement by Subrecipient, Subrecipients, or subcontractors of Subrecipient or Subrecipients, as applicable, shall be turned over to OCD.

ARTICLE XI. DEFAULT

A default under this Agreement shall consist of any use of CPF funds for a purpose other than as authorized by this Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the CPF funds, any other material breach of this Agreement, or any material misrepresentation in the Subrecipient's submissions to County in anticipation of this subaward, including but not limited to requests for payment of CFP funds. If the Subrecipient fails to comply with the terms and conditions of the Agreement, HUD may adjust specific conditions of the award as described in 2 CFR Part 200. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR Part 200. Should HUD adjust the conditions of the award, this Agreement shall be amended to incorporate the adjusted conditions.

HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR Part 200. County shall bear no liability to the Subrecipient or any third-party for the actions taken by HUD resulting from the Subrecipient's default. Subrecipient shall fully indemnify, defend and hold harmless County from suits, actions, damages and costs imposed by HUD upon County due to Subrecipient's default. Nothing in this Agreement shall be construed as creating or justifying any claim against the County or the Subrecipient by any third party.

ARTICLE XII. GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of New York. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Parties, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division. This Article XII shall survive the expiration or termination of this Agreement.

ARTICLE XIII. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-l, by execution of this Agreement, the Subrecipient and the individual signing this Agreement on behalf of the Subrecipient certifies, under penalty of perjury, that the Subrecipient 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 201-g of the State of New York Labor Law. A model policy and training have been created by the New York State Department of Labor and can be found on its website at:

https://www.ny.gov/programs/combating-sexual-harassment-workplace.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the COUNTY's website at:

https://www.orangecountygov.com/1137/Human-Resources.

ARTICLE XIV. SERVICE OF PROCESS

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules, Subrecipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Subrecipient's actual receipt of process or upon County's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Subrecipient must promptly notify County, in writing, of each and every change of address to which service of process can be made. Service by County to the last known address shall be sufficient. Subrecipient will have thirty (30) calendar days after service hereunder is complete in which to respond. The provisions of this Article XIV shall survive expiration or earlier termination of this Agreement.

ARTICLE XV. CONFLICTING TERMS

In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof), New York State laws and regulations, and Federal laws and regulations the strictest term or condition shall control, unless Federal preemption requires otherwise. The provisions of this Article XV shall survive expiration or earlier termination of this Agreement.

ARTICLE XVI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE XVII. INCORPORATION BY REFERENCE

All County, New York State and Federal laws, regulations, policies, and other guidance noted in this Agreement are hereby incorporated by reference in full, all as may have been previously amended from their initial enactment until the date of this Agreement, and all as may be amended in the future. The provisions of this Article XVII shall survive expiration or earlier termination of this Agreement.

ARTICLE XVIII. AUTHORITY

Each Party represents that the signatory has been duly authorized to bind the party by executing this Agreement. Proof of Subrecipient's authorization is in **Appendix 8.**

ARTICLE XIX. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of personal delivery or mailing.

Communication and details concerning this Agreement shall be directed to the following representatives unless otherwise modified by subsequent written notice to all contacts listed below.

County	City of Newburgh
Nicole Andersen, Director Office of Community Development 40 Matthews Street, Suite 307A Goshen, New York 10924	Todd Venning, City Manager 83 Broadway Newburgh, NY 12550

The provisions of this Article XIX shall survive expiration or earlier termination of this Agreement.

ARTICLE XX. SIGNATURES

A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

This Agreement may be executed in one or more counterparts, and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF ORANGE	**CITY OF NEWBURGH**
By: _____ Name: Stefan ("Steven") M. Neuhaus Title: County Executive	By: _____ Name: Todd Venning Title: City Manager

COUNTY ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of in the year 20__, before me, the undersigned, personally appeared **Stefan ("Steven") M. Neuhaus** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SUBRECIPIENT ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of in the year 20__, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

APPENDIX 1 – Project Narrative

Federal Award Identification Number (FAIN)/HUD Grant Instrument Number: B-23-CP-NY-1132
Period of Performance/Budget Period Start Date: 02/17/2023
Period of Performance/Budget Period End Date: 08/31/2031
Subrecipient: City of Newburgh, UEI # SAPVWUFNVL22, CAGE Code: 4F4P1
Type of Project: Construction related costs including demolition of the existing structure and construction of the new Newburgh Landing Pier platform.
Project Location: 70 Front Street, Newburgh, NY 12550. The project is located along Front Street between Fourth Street and Third Street at Unico Park, in the City of Newburgh, New York.

NARRATIVE

The CPF funding from HUD will be the first funding into the project and will cover costs associated with the demolition of the existing structure and the purchase of materials for the new construction up to $3,200,000.00 in costs.

The existing pier was extensively damaged from ice flow during the winter of 2014 and has since been closed by the City of Newburgh Engineering Office due to safety concerns. The City retained McLaren Engineering Group to perform a condition inspection and structural assessment in April 2014. The inspection and assessment included both surface and underwater visual evaluations, as well as hands-on evaluation. The inspection and assessment findings detailed in a report to City staff determined that the pier is in poor overall condition. The cost of rehabilitation to restore its axial load-carrying capacity and minimal lateral load capacity would be economically unfeasible compared to in-kind reconstruction. A community consensus was reached to completely reconstruct the pier for conformance with current building codes and to accommodate future end users including larger vessels. The existing pier, known as Newburgh Landing, was constructed in 1976 as a public municipal pier designed to support events and tourism. It is possible that the original Newburgh Landing was partially built on piles from an earlier dock, identified on the 1913 Sanborn Map as the Hudson River Day Line Cruise Boat Dock. While it is not depicted on the 1902 Sanborn Map, the dock is clearly visible on the 1957 Sanborn Map. The pier reconstruction from 1976 was built at the same time as Newburgh dedicated and constructed Unico Park on the land side of the pier. Although much of the original structure was removed or destroyed, the midcentury construction was wood piles, with wood decking, and an overhead monumental gateway arch that welcomed visitors to the "Newburgh Landing." Its use was for recreation only, during festivals, events, "tall-ship" dockings, and for general leisure. The pier was open to the public from 1977 to 2014. The existing pier is on the site of a formerly active commercial waterfront, full of many piers and wharfs dating from at least the mid 1700's. However, extensive shoreline stabilization through the second half of the 20th century, along with extensive construction and excavation to build the current Newburgh Landing, have greatly modified the shoreline in this area and reduced the potential for remaining artifacts.

The proposed Newburgh Landing Pier reconstruction involves removing the existing structure, modification of the existing seawall to accommodate the proposed increase in elevation of the new pier, constructing a new landing platform, building a fixed pier and floating dock for commercial boats in expanded areas, building a fixed pier for larger vessels that have expressed interest in future docking, and floating docks to accommodate smaller vessels, including, but not limited to, the Newburgh-Beacon Ferry and transient recreational vessels.

The work shall include:
• Demolition and removal of existing Landing Pier;
• Construction of new Landing platform supported steel and concrete piles;
• Construction of pile-supported new fixed pier and spud barge in the extended areas;
• Installation of transient mooring facility;
• Construction of new fixed pier for larger vessels supported by steel and concrete piles; and
• Installation of a spud barge for smaller vessels

In addition, the work will extend approximately 150 ft beyond the existing pier into the Hudson River. The work in this extended area will include the construction of a fixed pier for mooring large commercial boats, the installation of a 90 ft. long spud barge, and the installation of a transient mooring facility for multiple smaller recreational vessels. The existing Newburgh Landing Pier features timber decking supported by timber piles, with a concrete bulkhead supporting the pier at the shoreline. The existing decking, cross members and railings are to be completely removed. The existing sixty-seven (67) timber piles will be cut two (2) feet below the mudline and/or removed entirely, depending on the pile location. The proposed structure is a Y-shaped fixed pier with two extensions. The fixed pier portion are for mooring larger vessels extending approximately 228 feet into the Hudson River to capitalize on the bathymetry, ensuring adequate deep-water access for commercial vessels expected to utilize the new pier. A thirty (30) foot by ninety (90) foot spud barge is proposed to accommodate smaller commercial vessels and an additional network of floating docks are proposed to accommodate transit recreational vessels. The decking and materials will be timber and metal gratings. The railings around the pier will be metal with timber top rails. The new pier will consist of a total of sixty-nine (69) structural steel concrete-filled piles, using the tremie placement method. The proposed piles will have an eighteen (18) inch diameter. The volume of concrete to be placed in the steel piles, including the pile caps is approximately 600 cubic yards. The Contractor will use all Best Management Practices during construction operations and in a manner to minimize soil erosion and ensure sediment control. Landside, all necessary precautions will be taken to prevent direct or indirect contamination of all water bodies by silt, sediment, fuels, or any other pollutant associated with construction and construction procedures. The precautions shall be implemented in accordance with the New York State Standards and Specifications for Erosion and Sediment Control. On the water, turbidity curtains shall be installed in the Hudson River to control any soil disturbances caused by the contractor's construction activities.

The work shall include: The work will extend approximately 150 feet beyond the existing pier into the Hudson River to capitalize on the bathymetry, ensuring adequate deep-water access for the larger vessels expected to utilize the new pier. The project will facilitate deep river access to the Hudson River, enhance regional transportation networks, and preserve the legacy of the Hudson River Port. Given the site's location within a 100-year floodplain, the pier design will meet coastal construction standards to minimize potential flood damage, with the floating barge fendering and mooring system capable of securing the barge during such events. Additionally, the design will incorporate measures to mitigate potential ice damage. The preferred design alternative was identified based upon feedback received during multiple public outreach sessions during the preliminary design phase. The final design expanded upon the preferred design alternative based on feedback from potential end users identified after the initial design phase. The design and construction of the future pier will adhere to strict requirements, ensuring compliance with all laws, regulations, and building codes of the City of Newburgh and New York State, as well as ADA accessibility standards and other relevant authorities. The project will facilitate deep river access to the Hudson River, enhance regional transportation networks, and preserve the legacy of the Hudson River Port. Once the new Newburgh Landing Pier is completed, the pier will accommodate use by commercial operators that provide a variety of boat cruises up and down the Hudson River, accommodate floating educational vessels, e.g. the Sloop Clearwater, alternative access to the Metro-North Hudson Line, along with transient docking for recreational vessels. During the initial design phase, Hudson River Adventures and Hudson River Cruises indicated their desire and intent to utilize a future Pier. Hudson Highland Cruises, Trinity Cruise Company, and River Rose also expressed interest in using the pier. During the final design phase, additional design coordination was conducted with potential tour operators including, American Cruise Lines and Hudson River Sloop Clearwater. Furthermore, several design meetings were held with Metro-North Railroad and NY Waterway related to the Newburgh-Beacon Ferry service. to determine their specific docking requirements. These future end-users were documented into the design plans. The maximum guest capacity for all the potential end-users varies on the low end of thirty -four (34) to the high end of 388. The dimensions of the proposed Newburgh Pier consider the multiple uses of the pier and the volume of people queuing while boarding and disembarking the vessels, as well as the public utilizing the pier for other passive and active recreational uses.

APPENDIX 2 – Approved Budget

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: $14,300,000.00 (latest engineer's estimate)

ESTIMATED FUNDING

Funding Source	Funding Amounts
CPF Federal Funding from HUD	$3,200,000.00
New York State Estimated Funding	$.00
City of Newburgh Estimated Funding	$11,100,000.00
Total	**$14,300,000.00**

ESTIMATED EXPENSES

Estimated Expenses	Estimated Expenses
Demolition and Construction	$14,300,000.00
Total	**$14,300,000.00**

ORANGE COUNTY, NY

Office of Community Development
Section 3 Plan

November 2025

EQUAL HOUSING OPPORTUNITY

Introduction

The purpose of the Section 3 Plan is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. This plan is required when the amount of combined Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Shelter Grant (ESG) funds available through open contracts from the US Department of Housing and Urban Development exceed $200,000.

Definitions

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Applicant means any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing institution, mortgagor, developer, limited dividend sponsor, builder, property manager, municipality, community housing development organization, non-profit organization, resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern means a business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of business activity for which it was formed.

Contractor means any entity entering a contract with:
(1) Orange County to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
(2) A subrecipient (municipality, Non-Profit Organization, or Developer) for work in connection with a Section 3 project.

Employment Opportunities Generated by Section 3 Covered Assistance means all employment opportunities generated by the expenditure of Section 3 covered public assistance and modernization assistance (as described in section 75.3, including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Development: low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD YouthBuild Programs: programs administered by the Department of Labor that receive assistance under the Workforce Innovation and Opportunity Act (WIOA) and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act: families (including single persons) whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary of HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low- income families.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

New Hires: full-time employees for permanent, temporary or seasonal employment opportunities.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Recipient means any entity (such as Orange County) that receives directly from HUD for housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Benchmarks: (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year. (ii) The number of labor hours worked by Targeted Section 3 workers as defined in 24 CFR Part 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year. HUD will publish benchmarks in the Federal Register no less frequently than once every three years.

Section 3 business concern means:
(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;
(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3

business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 Covered Assistance:

1. Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
2. Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
3. Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
4. Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Covered Contracts: a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 project means a project defined in § 75.3(a)(2): housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The Secretary must update the thresholds not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment. The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD. Individual or Household gross income must be below 80% of the 2025 area median income for Orange County:

1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
$68,900	$78,750	$88,600	$98,400	$106,300	$114,150	$122,050	$129,900

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of

the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 Worker: for housing and community development financial assistance, a Section 3 worker who:

i. is employed by a Section 3 business concern; or
ii. currently fits or when hired fit at least one of the following categories, as documented within the past five years:
    a. Lives/ within 1 mile of the Section 3 project or, if fewer than 5,000 people live within 1 mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.
    b. a YouthBuild participant

A prior arrest or conviction does not exclude an individual from being a Targeted Section 3 Worker.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act: families (including single persons) whose income do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Policy and Applicability

It is the policy of the Orange County Office of Community Development (OCD) to promote opportunity for participation by low- and very low-income persons and to business concerns which provide economic opportunities to low- and very low-income persons in its Community Development Block Grant (CDBG), HOME Investment Partnerships and Emergency Solutions Grant (ESG) Programs.

OCD will implement this policy as possible through the awarding of contracts to contractors, vendors, suppliers, to create employment and business opportunities for low and very low-income residents of the County. The OCD has developed this Section 3 Action Plan to identify the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3.

Section 3 applies to projects/activities involving housing (construction, demolition, rehabilitation) or other public construction such as sidewalks, senior centers, roads, water/sewer infrastructure, community centers, etc. when the recipient has contracted with subcontractors for services, housing and/or public construction activities and the HUD assistance exceeds $200,000. Even if HUD assistance is only a portion of the project cost, Section 3 requirements apply to the entire project once the assistance meets the threshold. Section 3 requirements do not apply to materials-only contracts.

Section 3 Compliance Officer and Section 3 Coordinators

OCD has designated a Section 3 Compliance Officer and each subrecipients and/or entity will designate a Section 3 Coordinator who will oversee the following:

- Complete, maintain, and monitor the Section 3 Action Plan
- Monitor bidding and procurement procedures
- Maintain a listing and certifications of Section 3 workers and Targeted Section 3 workers
- Maintain a listing and certifications of Section 3 business concerns
- Address complaints and manage grievance procedures
- Report on Section 3 activities in IDIS
- Recordkeeping on Section 3 activities

All questions regarding this Section 3 Policy and Procedure can be directed to Orange County's Section 3 Compliance Officer, Nicole Andersen, Director of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924, Phone: (845) 615-3819, Email: nandersen@orangecountygov.com.

Section 3 Benchmarks

The OCD will, to the greatest extent feasible, comply with the Section 3 benchmarks as mandated by 24 CFR 75.23. The current benchmarks established by HUD[1] for Section 3 Workers is twenty-five (25%) percent or more of the total number of labor hours worked by all workers on a Section 3 Project. Targeted Section 3 Workers is set at five (5%) percent or more of the total number of labor hours worked by all workers on a Section 3 project.

Employment & Training

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, OCD and its subrecipients including developers and municipalities and their contractors and subcontractors shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within Orange County. Where feasible, priority for opportunities and training should be given to:
(i) Section 3 workers residing within the service area or the neighborhood of the project, and
(ii) Participants in YouthBuild programs.

OCD and its subrecipients are not required to hire or enter into contracts with Section 3 workers or businesses simply to meet the Section 3 benchmarks—anyone selected for contracting or employment opportunities must meet the qualifications for the job/contract being sought. Contractors that can demonstrate retention of Section 3 Workers (i.e., those who started employment within five years of

[1] Per 24 CFR Part 75.13(b)(1), HUD commits to updating the benchmarks through Federal Register notice, subject to public comment, no less frequently than once every three years.

the date of the contract) may utilize labor hours worked by that person on the contract toward the current contract's benchmarks.

Contracting Goals

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, OCD and its subrecipients including developers and municipalities and their contractors and subcontractors shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within Orange County. Where feasible, priority for contracting opportunities should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
(ii) YouthBuild programs.

It is the responsibility of contractors and subcontractors to implement progressive efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks was not feasible and shall certify that they have followed the prioritization of effort in 24 CFR Part 75.19. All contractors submitting bids or proposals to the OCD are required to certify that they comply with the requirements of Section 3. **The Section 3 Clause (Appendix C) must be included in all procurement documents and contracts for Section 3 projects.**

Section 3 Worker Certification Procedure

OCD will assist individuals who may identify as a Section 3 Worker or Targeted Section 3 Worker, who reside in the service area or the neighborhood of the Section 3 Project, and who are seeking preference in training and employment by completing and attaching a certification of Section 3 eligibility (see **Appendix D** –Section 3 Worker Certification Form).

Assisting Contractors to Achieve Section 3 Hiring and Contracting Goals

OCD will assist contractors with little or no experience in achieving Section 3 Benchmarks by:

- Requiring the contractor to present a list to OCD of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.
- Provide contractor with sample employment notices targeted at Section 3 Workers for posting on the job site and with local and state organizations that engage Section 3 Workers.
- Inform contractors of known issues that might affect Section 3 residents from performing job related duties and will encourage outreach efforts.
- Review the Section 3 Clause and Certification of Intent to Comply with contractors and subcontractors during any pre-bid meetings to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 Workers before any other person, when hiring additional employees.

Section 3 Business Certification Procedure

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with Orange County's Office of Community Development shall complete the Section 3 Business Certification (**Appendix E**), which can be obtained from OCD. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program. If OCD previously approved the business concern to be Section 3 certified, then the

certification can be submitted along with the bid.

Preference for Contracting with Section 3 Business Concerns

OCD, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 Business Concerns. Contractors and subcontractors are expected to extend, to the greatest extent feasible, efforts to achieve the benchmarks established by HUD.

State procurement procedures require the selection of the lowest responsible bidder when under a competitive sealed bid process. However, OCD or its subrecipients may give preference to Section 3 businesses as a means of evaluation criteria for professional services contracts where proposals are solicited.

Contracts must document qualified Section 3 Business Concerns that have been sought to fulfill subcontracts utilizing certification for business concerns seeking Section 3 preference in contracting and demonstration of capability (See **Appendix B** for sample efforts to award contracts to Section 3 Businesses).

Section 3 businesses must be given priority in contracting for work, to the greatest extent feasible. Subrecipients should use the following order of priority:

1. Section 3 businesses that provide economic opportunities for section 3 workers residing within the service area or neighborhood in which the section 3 project is located; and
2. Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs;
3. Other section 3 business concerns.

Efforts to Award Contract Opportunities to Section 3 Business Concerns

The OCD or its subrecipients will use the following methods to notify and contract with Section 3 Business Concerns when contracting opportunities exist.

- Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Provide written notice of contracting opportunities to all known Section 3 Businesses. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Coordinate pre-bid meetings at which the Section 3 Business Concerns would be informed of upcoming contracting opportunities in advance.
- Conduct workshops or provide technical assistance on OCD contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner to allow Section 3 Business Concerns the opportunity to take advantage of any upcoming contracting opportunities.
- Advise section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

- Establish relationships with the OC Office of Employment and Training, OC Office of Economic Development, Chambers of Commerce, Small Business Administration (SBA), Minority and Women's Business Enterprise MBE/WBE Associations, and other sources as necessary to assist the OCD with educating and mentoring residents with a desire to start their own businesses.
- Seek out other referral sources to ensure job readiness for public housing residents through on-the-job-training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.
- Develop resources or seek out training to assist residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, obtain licenses, bonding, and insurance.

Section 3 Worker Recruitment, Training, and Employment

The OCD will develop resources to assist subrecipients and/or their contractors provide training and employment opportunities to Section 3 program participants by implementing the following:

- Employment and Training opportunities will be advertised by distributing flyers via mass mailings and posting in common areas of the Section 3 covered community, public housing developments and public housing management offices within the project's service area, as well as contacting resident councils, resident management corporations, and neighborhood community organizations.
- A database will be developed to maintain a list of all Section 3 Workers certified by the County or that have participated on prior contracts.
- A database will be developed of eligible qualified Section 3 Businesses to contact with respect to the availability of contract opportunities.
- Relationships will be developed with the OC Office of Employment and Training which works with local area employers to solicit job vacancies to determine skills needed in their workforce to provide training to residents to develop skills that will transfer into the external labor market.

Contractor's Requirements in Employing Section 3 Participants

Under Section 3, contractors and subcontractors are required to provide economic opportunities, particularly employment opportunities, to Section 3 Workers. Contractors will be required to demonstrate efforts made to reach out to Section 3 Workers and Targeted Section 3 Workers for employment and training opportunities. Contractors will also be required to report to the OCD any of their current employees that are Section 3 Workers as defined herein. After the award of contracts, the contractor must, *prior to beginning work*, inform the OCD of the following:

- Names of the Section 3 Business Concerns to be utilized,
- Estimates of the number of labor hours to be utilized for the contract,
- Minimum number of labor hours to be worked by Section 3 Workers,
- Efforts that were utilized to seek Section 3 Workers.

Contractors must notify OCD of their interests regarding employment of and proposed labor hours for Section 3 Workers. OCD will ensure that the participant is Section 3 eligible.

Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, the OCD encourages submittal of such complaints to its Section 3 Compliance Officer as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR 75.

- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The Section 3 Compliance Officer will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- The Section 3 Compliance Officer will provide written documentation detailing the findings of the investigation. The findings will be made available no later than thirty (30) days after the filing of complaint.
- The Section 3 Compliance Officer shall record complaints and work to resolve issues promptly. Depending on the situation, corrective action may be taken in a collaborative fashion.
- OCD staff will not retaliate or take other adverse action because an individual has filed a complaint.

Complaints can be directed to the Section 3 Compliance Officer, Nicole Andersen, Director of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924, Phone: (845) 615-3819, Email: nandersen@orangecountygov.com. If complainants wish to have their concerns considered outside of the OCD, a complaint may be filed with the New York Regional Office of FHEO: U.S. Department of Housing and Urban Development, New York City Field Office, Jacob J. Javits Federal Building, 26 Federal Plaza, Room 3532, New York, New York 10278-0068. ComplaintsOffice02@hud.gov

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based.

Requests for Bids (RFBs)

Notification of Section 3

The procedure to notify Section 3 Businesses of contract opportunities will be as follows:

1. Include in the RFB and RFB Advertisement the following information: "The bidders/offerors must submit documentary evidence of Section 3 businesses who have been contacted and to whom commitments have been made. Similarly, bidders/offerors must submit a certification of intent to comply with Section 3 requirements in employment, training and contracting. Documentation of such solicitations and commitments shall be submitted concurrently with the bid."
2. Notice of Request for Bid – Subrecipient/Contractor is responsible for identifying qualified Section 3 businesses and will provide a copy of the Notice of Invitation for Bids to all Section 3 Businesses identified within the project's service area.
3. Other Notices – Notices are to be sent to organizations that might serve Section 3 workers and Business concerns as available and appropriate.
4. Plans and Specifications – Plans and Specifications or Invitations for Bids on all projects will be made available to contractor associations and trade organizations within the project's service area.
5. List of Plan holders – The names of bidders/offerors requesting bid documents will be made available upon request to Section 3 Businesses shown on the provided listing.
6. List of Section 3 Businesses– Each bidder/offeror obtaining plans and specifications or requests for proposals for projects will be provided a list of Section 3 Businesses to be used in soliciting subcontract bids and for materials and services.
7. The Section 3 Clause in **Appendix C** must be placed in all Section 3 project bid documents and Section 3 project agreements, contracts, and subcontracts.

Section 3 Intent to Comply

The Section 3 Intent to Comply is included as **Appendix B** and must be included in all bid documents, signed and returned by each contractor and subcontractor submitting a proposal. Failure to return the Intent to Comply may result in the bidder being deemed nonresponsive. The OCD may obtain documents and information from any bidder, contractor, subcontractor, supplier, or manufacturer that may be required in order to ascertain bidder or contractor responsibility. Failure to provide requested information may result in the contractor being declared not responsible.

Section 3 Recordkeeping

Records must be maintained by the OCD Section 3 Compliance Officer and the Section 3 Coordinator of each Subrecipient, Contractor and Subcontractor to demonstrate compliance with the requirements noted in 24 CFR 75.31. HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

In accordance with the rule, the OCD will maintain records related to Section 3 Worker eligibility. For a worker to qualify as a Section 3 worker, one of the following must be maintained

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;
(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
(v) An employer's certification that the worker is employed by a Section 3 business concern.

For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
(B) An employer's certification that the worker is employed by a Section 3 business concern; or
(C) A worker's self-certification that the worker is a YouthBuild participant.

Contractors and OCD are required to maintain this documentation for a period of five years after the closeout of the recipient's grant agreement with HUD. The OCD shall also maintain grievances and resolutions.

Section 3 Reporting Requirements

OCD will be required to enter the information, including labor hours worked, labor hours

worked by Section 3 Workers and Targeted Section 3 Workers in IDIS on a per-activity basis. To report Section 3 data, OCD subrecipients must analyze the number of labor hours worked on a Section 3 project, how many labor hours were worked by Section 3 Workers, and how many labor hours worked were by Targeted Section 3 Workers. Even if no labor hours worked were by Section 3 or Targeted Section 3 workers, this information must be reported to OCD or its subrecipients. Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to 24 CFR Part 75.31.

For all Section 3 projects employing Section 3 workers or Targeted Section 3 workers, the recipient/contractor must maintain **one of the following** (in order of priority) to demonstrate Section 3 status of the worker:

1. Section 3 Worker Certification form (**Appendix D**) If the worker's household income is less than 80% of area median income, they are considered a Section 3 worker. Income limits by County are available upon request by contacting the Section 3 Compliance Officer.
2. Certification from an employer that the worker's income from the employer is within the income limits if annualized.
3. Certification from an employer that the worker is employed by a Section 3 business concern. This can be demonstrated by a contractor's submission of the Section 3 Business Certification (**Appendix E**).
4. Certification from a PHA or YouthBuild Program that the worker is a participant in one of its programs.

To report Section 3 data, Subrecipients and contractors must record labor hours worked and hours worked by Section 3 and Targeted Section 3 workers. Even if no Section 3 Workers were utilized, this report must be completed and submitted to OCD at the completion of each project.

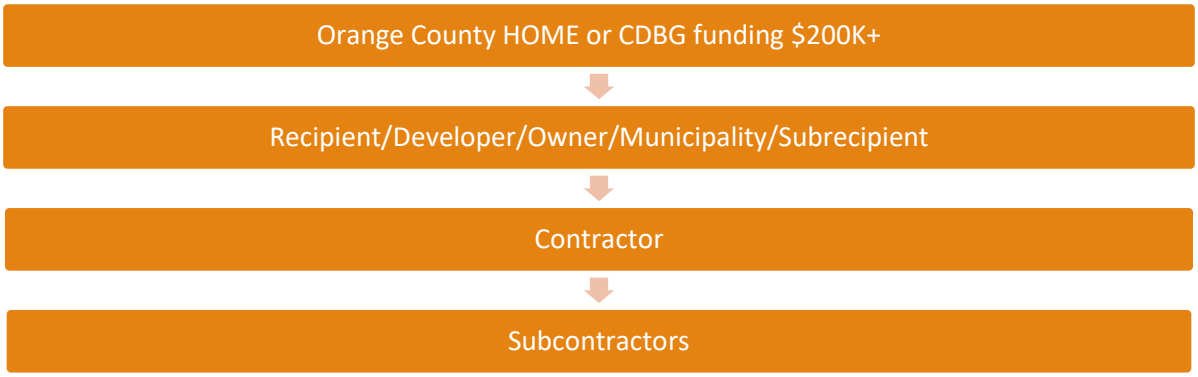
In addition, Subrecipients and contractors will be required to report an aggregate of all labor hours worked and Section 3 hours worked annually to OCD. This report will be submitted to the Section 3 Compliance Officer and will be due by December 31st of each year.

Subrecipients of HUD funding will also need to report Section 3 accomplishments and/or provide a detailed explanation of why Section 3 goals were not met and indicate efforts made to identify and engage Section 3 Workers and Businesses. This data may be collected using the Contactor's Report found in **Appendix G** and aggregated annually for submission to OCD. Such efforts can include:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
(2) Provided training or apprenticeship opportunities.
(3) Provided technical assistance or connected Section 3 workers to resume assistance, preparing for interviews, coaching, and finding job opportunities.
(5) Held one or more job fairs.
(6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
(10) Provided technical assistance to help Section 3 business concerns bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
(12) Provided bonding assistance, guaranties, or other efforts to support bids from Section 3 business concerns.
(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Section 3 Duties and Reporting Flowchart:



Appendix A Section 3 Requirement Summary
Appendix B Section 3 Intent to Comply
Appendix C Section 3 Clause
Appendix D Section 3 Worker Certification Form
Appendix E Section 3 Business Concern Certification Form
Appendix F Section 3 SAMPLE Employment Notice
Appendix G Section 3 Review of Requirements Sign-Off Sheet
Appendix H Section 3 Reporting Form

APPENDIX A

Orange County Section 3 Requirement Summary

Section 3 ensures that training, employment and contracting opportunities generated by Federal financial assistance for housing and community development, to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, are directed toward low- and very low-income people. Section 3 applies housing rehabilitation/construction or public construction projects that are awarded more than $200,000 of CDBG or HOME funding. Section 3 information is available here: https://www.hudexchange.info/trainings/section-3/ **Section 3 requirements apply to the entire project, not just the HUD-funded portion.**

All subrecipients of HUD funding (municipalities, developers, non-profit organizations) and their contractors and subcontractors need to comply with Section 3 requirements and complete:

1. **Section 3 Intent to Comply (submit with bid)**
2. **Section 3 Worker Certification form (as applicable for each Section 3 Worker)**
3. **Section 3 Business Certification Form (as applicable for each Section 3 Business)**
4. **Section 3 Reporting Form (submit with first voucher)**

If Section 3 benchmarks have not been met, the subrecipient must report on their qualitative efforts to outreach and assist Section 3 workers and business concerns and those its contractors and subcontractors pursued.

In accordance with 24 CFR 75.25(a), subrecipients of HUD funding must report the following labor hours for Section 3 projects:

1. The total number of labor hours worked by all workers (including total hours worked by all contractors and subcontractors on entire project not just the HUD funded portion)
2. The total number of labor hours worked by Section 3 workers (including total hours worked by all Section 3 workers on entire project not just the HUD funded portion) and
3. The total number of labor hours worked by Targeted Section 3 workers (including total hours worked by all Targeted Section 3 workers on entire project not just the HUD funded portion).

The following two benchmarks apply to each Section 3 project:

Benchmark 1: 25% or more of the total number of labor hours worked by all workers on a Section 3 project must be done by Section 3 workers (this includes all non-HUD funded labor hours)

Section 3 Labor Hours/Total Labor Hours = 25% and

Benchmark 2: 5% or more of the total number of labor hours worked by all workers on a Section 3 project must be done by Targeted Section 3 workers

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

APPENDIX B

Section 3 Intent to Comply

Subrecipients of HUD funding from the Orange County Office of Community Development (OCD) must ensure that each entity working on a Section 3 Project (including Municipality, Subrecipient, Developer, Owner, Contractor, Subcontractors) complete, sign, and submit the Intent to Comply with their bid.

To comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968, construction projects awarded more than $200,000 of HUD funding must, to the greatest extent feasible, and consistent with federal, state and local laws and regulations, provide hiring and training priorities to low-income persons (individual or household is below 80% AMI).

The Section 3 Hiring Benchmark Goals are:

- 25% of total labor hours for all work on the Project (including by employees of contractors and subcontractors) to be performed by "Section 3 Workers," including:
- 5% of total labor hours worked by "Targeted Section 3 Workers."

*****SECTION 3 REQUIREMENTS APPLY TO THE ENTIRE PROJECT, NOT JUST THE HUD-FUNDED PORTION*****

Definition of Section 3 Worker:
An individual who works on the Section 3 Project and who currently meets, or when hired within the past 5 years meet, at least one of the following criteria, as documented:

1. Their income for the previous or annualized calendar year is categorized as low-income (80% AMI or less per the HUD dataset: https://www.huduser.gov/portal/datasets/il.html); **or**
   NOTE: Residents/recipients of the following benefits are likely to meet the low-income criteria: Medicaid, Public Assistance/TANF, SNAP/Food Stamps, Section 8-assisted housing, Public Housing. Individual or Household gross income must be below 80% of the 2025 area median income for Orange County:

1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
$68,900	$78,750	$88,600	$98,400	$106,300	$114,150	$122,050	$129,900

2. They are employed by a Section 3 Business (these are also Targeted Section 3 Workers); **or**
3. They are a YouthBuild participant (these are also Targeted Section 3 Workers).

Definition of Targeted Section 3 Worker:
A Section 3 Worker (as described above) who is employed by a Section 3 Business; **or** currently fits or when hired within the last 5 years fit at least one of the following categories:

1. Lives within 1 mile of the Project or in areas where there are fewer than 5,000 people within 1 mile, an expanded circle around that Project that encompasses at least 5,000 people; **or**
2. A YouthBuild participant.

Total Labor Hours: The number of paid hours worked by people on a Section 3 Project, including any of the contractors and subcontractors. Total Labor Hours do not include Professional Services labor hours, which are non-construction services that require an advanced degree of progression licensing including,

for example, legal services, financial consulting, accounting services, environmental assessments, architectural and engineering services. *However, Professional Services labor hours can count toward the number of labor hours performed by Section 3/Targeted Section 3 Workers, thereby increasing the percentage of Section/Targeted Section 3 Workers accomplished by the Project*.

Project Name:
Project Address:
Entity Filling Out this Form:
Name of Contact & Title of Person:
Address:
Phone Number: **Email Address:**
This entity is the (check all that apply) of the Project:
__ Developer __ Municipality __ Subrecipient __ General Contractor __ Subcontractor
__ Professional Services Provider (e.g. civil engineer, architect, financial consultant, accountant, lawyer, environmental assessment or other services that require advanced degree or professional license.
Type of Work this entity will perform on the project:
Section 3 Coordinator for Entity:
Name of Contact & Title:
Address:
Phone Number: **Email Address:**
Is this Entity a Section 3 Business? _____ If YES, provide a Section 3 Business Certification Form
Is this entity hiring any Section 3 workers who will be employed by this entity and be working on this project? (Yes or No) _____ If YES, provide Section 3 Worker Certification Form
Does this entity currently employ any Section 3 workers who will be employed by this entity and be working on this project? (Yes or No) _____ If YES, provide Section 3 Worker Certification Form
Date this Entity Will Start Work on the Project:
Approximate Date this Entity will complete work on this project:
This entity estimates the following labor hours on this project will be worked by any new or existing employees of the entity (including any hours not paid by HUD funds):

Total Paid labor hours**:** *(Note: Does not include Professional Services Labor Hours)*	_____# Hours	100% of Hours
Total Paid Section 3 Worker hours: *(Goal is 25% of Total Labor Hours and includes any Targeted Section 3 Hours. It may also include Professional Services Labor Hours that are Section 3 Worker Hours)*	_____# Hours	Percent % of Total Hours:
Total Paid Targeted Section 3 Worker hours: *(Goal is 5% of Total Labor Hours)*	_____# Hours	Percent % of Total Hours:

This entity agrees to implement the following specific steps to increase the use of Section 3 Workers and Section 3 Business Concerns within the County of Orange:

A. Appoint a Section 3 Coordinator.
B. Ascertain the exact boundaries of the Section 3 Project Area and attempt to recruit from within the service area through local advertising, signs at the proposed site, and community organizations operating within or serving the project area and prioritizing:
    1. Section 3 Residents residing in the project service area or neighborhood,
    2. Participants in YouthBuild Programs, and

3. Other Section 3 Residents

C. Maintain a list of all low-mod-income area residents who have applied, and employ such people, if otherwise eligible and a vacancy exists.
D. Insert the Section 3 Policies and Procedures and Section 3 Clause in all agreements, contracts, subcontracts, and bid documents.
E. Require all bidders to submit an Intent to Comply with their bid response.
F. Notify Section 3 Workers and Section 3 Businesses about the project and award project contracts, to the greatest extent feasible, to Section 3 business concerns prioritizing:
    1. Business concerns that provided economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 project is located.
    2. Applicants selected to carry out YouthBuild projects.
    3. Other Section 3 business concerns.
H. Notify contractors/subcontractors about Section 3; require the Section 3 clause be included in all solicitations and contracts/subcontracts.
I. Provide written notice of employment to Section 3 Workers and contracting to Businesses.
J. Cooperate in compliance of contractors and subcontractors with Section 3.
K. Submit reports to the OCD Section 3 Compliance Officer and/or HUD on results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
L. Maintain records, income verification, etc. to document all above actions have been taken.

Section 3 Intent to Comply Certification

As an officer and representative of_____[Entity]On behalf of the Entity, I have read The Orange County Office of Community Development's Section 3 Policies and Procedures and fully agree to the Section 3 Intent to Comply and become a party to the full implementation of this program.

_____

Name and Title of the Authorized Representative (print or type)

_____

Signature of Authorized Representative Date

APPENDIX B

Section 3 language for procurement documents (bid documents, RFPs, RFBs, etc.) and agreements/contracts/subcontracts for Section 3 projects

Section 3 Clause:

If the HUD assistance provided under this agreement, contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement (Agreement) exceeds $200,000.00, then this Agreement and the work to be performed under it is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (Section 3 regulations set forth in 24 C.F.R. §75), as amended.

Section 3 and all applicable rules and orders issued thereunder prior to the execution of this agreement, shall be a condition of the HUD assistance provided under this agreement and binding upon Municipality/Subrecipient/Contractor/Subcontractor/Developer as applicable which shall require such a binding commitment from its Subrecipients, Contractors, subcontractors and Subrecipient subcontractors, if any. Failure to fulfill these requirements shall subject Municipality/Subrecipient/Contractor/Subcontractor/Developer and its Subrecipients and subcontractors, if any, to all New York State or federal remedies available at law or in equity to County or HUD, including but not limited to termination of this agreement. Municipality/Subrecipient/Contractor/Subcontractor/Developer certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance from HUD or HUD-funded projects covered by Section 3, shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to persons who are recipients of HUD assistance for housing, and to businesses that are either low- or very low-income residents of the neighborhoods where the financial assistance is spent, or substantially employ these persons.

The parties to this agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the

subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

If applicable, the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to notify each labor organization or representative of workers with which the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer(choose applicable)] agrees to attempt to recruit from within the service area of the project to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents residing within one mile of the Section 3 covered project location (Targeted Section 3

Workers); Participants in YouthBuild Programs, and Other Section 3 Residents

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to maintain records documenting Section 3 residents whom were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by United States Department of Housing and Urban Development (HUD).

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

APPENDIX D

Section 3 Worker Certification Form

Employees and Employers should complete this sheet to determine if Employee is a Section 3 Worker or Targeted Section 3 Worker. ***Responses are voluntary for employees. Nothing on this form shall be used to determine employee pay or promotions. Section 3 requirements apply to the entire project, not just the HUD-funded portion.***

Employee Name:	Home Address:

SECTION 1: Section 3 Worker Certification (Employee Completes this Section)

A. I am a Section 3 Worker if one of these applies (check all that apply):

1. ___ I am a resident of public housing or a Housing Choice Voucher Holder (Section 8)
2. ___ I am a YouthBuild participant
3. ___ My annual household income is below 80% of the Area Median Income (AMI)
4. ___ My annual household income was below 80% AMI at the time of my initial employment with my current employer on (date) _____ (must be within the last 5 years)

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject me to penalties under Section 1010 of Title 18 of US Code. **Employee Signature: _____Date_____**

Section 2: EMPLOYER CERTIFICATION & DETERMINATION OF SECTION 3 WORKER STATUS:

A. Employee is a Section 3 Worker if *ONE* of these apply: (check all that apply):

1. ___ Employee checked one of the items above and signed the self-certification above.
2. ___ Employee's individual income from the position they (will) occupy with the Employer signing this form, when annualized on a full-time basis, is considered low income (below 80% AMI).
3. ___ Employer has obtained certification from a Public Housing Agency or a Section 8 program that the employee is a resident/participant.
4. ___ Individual is employed by a Section 3 Business (completed a Section 3 Business Certification).

B. Employee is a Targeted Section 3 Worker if *ONE* of these apply: (check all that apply):

1. ___ Employee self-certified that they are a YouthBuild Participant.
2. ___ Employee is employed by a Section 3 Business.
3. ___ Employee lives in project neighborhood or service area AND is a Section 3 Worker.

***Section 3 Workers must provide proof of: PHA resident, Housing Choice Voucher, public assistance, SNAP, annual income, or YouthBuild. Targeted Section 3 workers must also provide proof of address.

BASED ON ABOVE, EMPLOYEE IS A: ___Section 3 Worker or ___Targeted Section 3 Worker

I (Employer) certify that the above statements are true, complete, and correct to the best of my knowledge and belief. Employers that misrepresent their Section 3 eligibility or report false information may face penalties, have their contracts terminated and/or be barred from ongoing and future considerations for contracting opportunities.

Employer Signature: _____ Date: _____

Employee can be Section 3/Targeted Section 3 Worker for 5 years from the date of signature below.

APPENDIX E

Section 3 Business Concern Certification Form

To be completed by business claiming to be Section 3 businesses

Project Name:
Project Address:
Business Name:
Name of Business Owner:
Business Address:
Phone Number of Business Owner:
Email Address of Business Owner:
Preferred Contact Information: ☐ Same as above
Name of Preferred Contact:
Phone Number of Preferred Contact:
Type of Business (select from the following options):
☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture
A Section 3 Business meets at least *one* of the following criteria (select which apply):

__ ***51% or more of the business is owned or controlled by individuals whose household incomes are no greater than 80% of the Area Median Income (AMI) for the County in which they live**** *Please reference https://www.huduser.gov/portal/datasets/il.html (select Click Here for FY IL Documentation, Select State then County, Click View County Calculations) to determine AMI for the County in which the employee lives
Household gross income must be below 80% of the 2025 area median income for Orange County:

1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
$68,900	$78,750	$88,600	$98,400	$106,300	$114,150	$122,050	$129,900

__ ***Within the last three months, 75% of all labor hours performed for the business have been performed by individuals whose household incomes are no greater than 80% of Area Median Income (AMI) or whom are YouthBuild participants***
__ ***At least 51% of the business is owned or controlled by current public housing residents or residents who currently live in Section 8-assisted housing.***

Section 3 Business Concern Affirmation
By Submitting this form, my business certifies that the statements and information contained on this form are accurate and meet the required HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75. I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the County of Orange may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the above information is correct to the best of my knowledge.

Business Name: _____Print Name: _____

Signature: _____Date: _____

APPENDIX F

Sample Section 3 Employment Notice

(Instructions: Send notice to the local Public Housing Authority(ies) and to OneStop Career Center Organizations, and post in a conspicuous place on the job site)

The ***(insert name of municipality or Developer/Owner)*** is preparing to carry out the ***(insert Name of Project)*** through the use of US HUD Community Development Block Grant and/or HOME Partnership Program Funds. In the implementation of this project the following job types are available:
(Insert List of Job Classifications to be used during project)

All job openings will be posted at (***list all posting locations***). To the greatest extent feasible, employment and training positions will be made available to qualified persons who permanently reside in the (***insert name of municipality where project is located***).

Persons qualified for the jobs listed should register at the following location:
(Insert location where applicant should apply and any application instructions)

For questions on this employment opportunity, please contact:
(Insert contact & contact information)

APPENDIX G

Section 3 Review of Requirements Sign Off Sheet

By signing below, I certify that I have received the following documents and the Orange County Office of Community Development's Section 3 Compliance Officer and/or designee has reviewed the requirements of Section 3 with my entity: Orange County Office of Community Development Section 3 Policies and Procedures including Attachments A-H

- A- Section 3 Requirement Summary
- B- Section 3 Entity Intent to Comply
- C- Section 3 Clause for all related contracts and subcontracts
- D- Section 3 Worker Certification Form
- E- Section 3 Business Certification Form
- F- Section 3 SAMPLE Employment Notice
- G- Section 3 Review of Requirements Sign Off Sheet (Signed)
- H- Section 3 Reporting Form

As an authorized representative of_____**[Entity]On behalf of the Entity,** I have received the documents listed above and OCD has reviewed the requirements of Section 3 with me.

_____

Name and Title of the Authorized Representative (print or type)

_____

Signature of Authorized Representative Date

As an authorized representative of_____**[Entity]On behalf of the Entity,** I have received the documents listed above and OCD has reviewed the requirements of Section 3 with me.

_____

Name and Title of the Authorized Representative (print or type)

_____

Signature of Authorized Representative Date

As an authorized representative of_____**[Entity]On behalf of the Entity,** I have received the documents listed above and OCD has reviewed the requirements of Section 3 with me.

_____

Name and Title of the Authorized Representative (print or type)

_____

Signature of Authorized Representative Date

APPENDIX H

Section 3 Reporting Form

The following items are required to be completed by all entities that worked on a Section 3 Projects including each: Recipient of HUD funding, Municipality, Subrecipient, Contractor, Subcontractor, Owner, and Developer. Completion of these efforts are minimum mandatory efforts and do not, by themselves, meet the 'Greatest Extent Feasible Efforts" for the Section 3 standard.
This form must completed and be submitted with the first voucher for payment.
Vouchers will not be paid if this is not complete.

This entity has met each requirement checked below and has included a narrative in the additional space for anything not completed. *Documentation verifying these efforts must be submitted to OCD.*

___Assigned a Section 3 Coordinator responsible for reporting and documenting the total labor hours, Section 3 labor hours, and greatest extent feasible efforts undertaken by all entities.
___Hiring and contracting prioritized section 3 workers and businesses.
___The Section 3 Contract Clause was used in all contracts and subcontracts for the project.
___Completed applicable Section 3 Worker Certification Forms and collected documentation.
___Solicitations/requests for contractors and subcontractors included this language: "This is a HUD Section 3 Project with contracting priorities for low-income persons"
___Targeted outreach to Section 3 workers or businesses to recruit for any open employment, training, or contracting opportunities.
___ Job vacancies and/or subcontracting opportunities were posted on signs at the job site.
___Job descriptions and job postings for work to be done on the project by entity includes this language: "This is a HUD Section 3 Project with priorities for low-income persons."
___Contacted Newburgh YouthBuild https://rupco.org/newburgh-youthbuild/ with open jobs.
___Contacted local Public Housing Authorities and/or Housing Choice Voucher/Section 8 programs located in the project area to post work opportunities on community bulletin boards and newsletters. https://www.portjervisny.org/citybusiness/housing-authority/, https://newburghhousingauthority.org/, http://middletownhousing.org/
___Project had a sign visible from the street that identifies the name of the project, provides the contractor and/or Section 3 Coordinators contact information and states: "This is a HUD Section 3 Project with hiring and contracting priorities for low-income persons and businesses that hire or are owned by them."
___Staff in charge of hiring and contracting for the project reviewed the Section 3 requirements https://www.hudexchange.info/programs/section-3/ and watched a Section 3 training prior to start of construction. HUD Section 3 training module available here: https://www.hudexchange.info/trainings/section-3/.
___Entity will retain records related to Section 3 performance and greatest extent feasible efforts, including Section 3 worker Certification forms and documentation and Section 3 Business Concern Certification Forms and documentation for 5 years after completion of the project.

Report on Labor Hours - ***To be filled out after entity has completed work on the project/at each voucher submission for payment along with AIA and Certified Payrolls if applicable.***
Employees of this entity have completed the following paid labor hours on this project (including

any hours not paid by HUD funds):

Total Paid labor hours**:** *(Note: Does not include Professional Services Labor Hours)*	_____# Hours	100% of Hours
Total Paid Section 3 Worker hours: *(Goal is 25% of Total Labor Hours and includes any Targeted Section 3 Hours. It may also include Professional Services Labor Hours that are Section 3 Worker Hours)*	_____# Hours	Percent of Total Hours:
Total Paid Targeted Section 3 Worker hours: *(Goal is 5% of Total Labor Hours)*	_____# Hours	Percent of Total Hours:

If an activity does not meet the Section 3 benchmarks, but the entity can provide evidence that it has made qualitative efforts to the greatest extent feasible to provide low- and very low-income persons with employment and training opportunities, then HUD will consider the entity compliant with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

Qualitative Greatest Extent Feasible Efforts to demonstrate Section 3 Compliance
(To be completed AFTER the entity has completed work on the project/at each voucher submission for payment along with AIA and Certified Payrolls if applicable.)

CHECK the efforts the ENTITY has made (check at least 2 and include details, dates, and back-up documentation regarding each effort):

___Outreach efforts to identify and secure bids from Section 3 business concerns. Examples include:

- ___Advertised contracting opportunities specifying a Section 3 preference via trade association papers & websites, social media, newspaper, mailings, and/or posting notices that provide general information about the work to be contracted and where to obtain additional information. Describe, list dates and provide documentation.
- ___Establish(ed) relationships with the United States Small Business Administration (SBA), Community Development Corporations, and other sources as necessary to assist with educating and mentoring residents with a desire to start their own businesses (include documentation). Describe, list dates and provide documentation.
- ___Contacted local trade associations, unions, public housing authorities or Chambers of Commerce near project in an effort to identify Section 3 Businesses, and had these organizations inform their residents/members of contracting opportunities. Describe, list dates and provide documentation.

___Technical assistance to help Section 3 business concerns understand and bid on contracts.
___Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
___Provided bonding assistance, guaranties, training and technical assistance on contracting procedures or other efforts to support viable bids from Section 3 Businesses.
___Promoted use of and/or utilized business registries designed to create opportunities for disadvantaged and small businesses.
____Developed resources or training to assist low-income/Section 3 Workers such as

public/Section 8 housing residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, obtain licenses, bonding, and insurance. Describe, list dates and provide documentation.

___Engaged in outreach efforts to generate job applicants who are Potential Section 3 Workers and Targeted Section 3 Workers.

___Advertised job and training opportunities in local media and job boards specifying Section 3 prioritization for low-income individuals.

___Advertise(d) job and training opportunities on social media specifying Section 3 applicability and tagging local organizations, agencies, and elected officials near project.

___Contact(ed) various local community organization and public or private agencies that serve low-income individuals regarding job training opportunities (e.g., community centers, faith-based organizations, workforce development agencies, probations/parole agencies, job placement agencies, organization that serve adult special needs populations, homeless shelters, etc.) and provide them with postings.

___Entered into "first source" or other referral arrangements with agencies and organization that serve and/or train low-income

___Distributed flyers on job and training opportunities to residents of affordable/public/subsidized housing developments in or near the project and/or posted in lobbies, doorways, and common areas.

___Received applications and/or conducted interviews in housing developments in or near the project.

____Provide(d) direct, on-the job or apprenticeship opportunities to low-income individuals/workers (including apprenticeships).

___Provide(d) indirect or technical training such as arranging for, contracting for, or paying tuition for, off-site training for low-income individuals.

___Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

___Provided or connected potential Section 3 workers with assistance in seeking employment, including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.

___Held or attended as an employer one or more job fairs.

___Provided or connected potential Section 3 workers with supportive services that can provide direct services or referrals.

___Provided or connected potential Section 3 workers to supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.

___Assisted potential Section 3 workers with finding/paying for childcare.

___Assisted potential Section 3 workers to apply for/or attend college.

___Assisted potential Section 3 workers to apply for or attend vocational/technical training.

___Assisted potential Section 3 workers to obtain financial literacy training and/or coaching.

___Provided or connected potential Section 3 workers with training on computer use or online technologies.

Other (specify); may include, but not limited to:

Section 3 Compliance Certification:

As an officer and representative of_____[Entity], on

behalf of the Entity, I certify that the statements and information contained on this form are accurate and the entity has complied with Section 3 Regulations at 24 CFR Part 75. I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that entities who misrepresent and/or report false information to the County of Orange may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the information contained in this form is correct to the best of my knowledge.

_____

Name and Title of the Authorized Representative

_____

Signature of Authorized Representative Date

APPENDIX 4 – Conflict of Interest

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the Subrecipient and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Subrecipient and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition*. No person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions*. HUD may grant an exception to the general prohibition in paragraph (ii) upon the Subrecipient ’s written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Subrecipient ’s Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions*. HUD will consider an exception only after the Subrecipient has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Subrecipient 's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Subrecipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate- income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as they are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Subrecipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Subrecipient must disclose in writing to HUD any potential conflict of interest.

APPENDIX 5 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a Subrecipient that is a private entity.

1. You as the Subrecipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a Subrecipient other than a private entity.
We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any Subrecipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 6

Orange County Office of Community Development
CPF Payment Request - Municipal Voucher

Submit Payment Request via Email to John Amante JAmante@orangecountygov.com (845) 615-3808

VENDOR/CLAIMANT'S PROJECT CERTIFICATION

As an Official who is authorized to legally bind the non-Federal entity, the undersigned hereby certifies to the County of Orange: "To the best of my knowledge and belief, the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

AUTHORIZED SIGNATURE	**PRINT NAME**
TITLE	**DATE**
City of Newburgh Subrecipient	Project Engineer/Architect
Voucher Contact Person	Phone Number
Address	Email
Project Name and Funding Year	OCD Payment Request Amount $

Check to be sure you have included the following along with this payment request:
_____ Payment Request form (AIA) signed and notarized by Contractor, signed by Engineer
_____ Any fully executed change orders, if applicable
_____ Self-Employed Contractor/Subcontractor Certification, if applicable
Incomplete and/or incorrect Vouchers will not be processed and will be returned resulting in payment delays.

If Final Payment:
_____ ADA Certification from Engineer, if applicable
_____ Executed Release of Lien
_____ Maintenance Bond/One (1) year guarantee

Force Account Payment Requests Only:
_____ material/equipment purchases only - submit receipts, packing slips, sign vendor invoice "received"
_____ For reimbursement of labor only - submit certified payroll, duty logs and/or schedules, summary sheet indicating number of hours, hourly rate and total amount requested from CPF and amount to be paid from other sources.

APPENDIX 7

Appendix 7 includes the following attached Insurance Certificates:

INSURANCE REQUIREMENTS

New York State and County of Orange have outlined the requirements listed below for all municipal agreements, cooperation agreements and amendments that are executed in connection with the Community Project Funding (through the office of Community Development).

Important Note: Risk Management Department will not approve any municipal agreement or amendment for signature without the proper insurance certificates. In order to avoid any delays in the implementation of your CPF project, please submit all insurance certificates in the proper format with your signed Municipal Agreement.

CERTIFICATE OF LIABILITY INSURANCE:
Acceptable certificates will include the following language and shall comply with the limits and terms contained in municipal grant agreements, cooperation agreements or agreement amendments.
a. In the "Description Box" of the Certificate- "The County of Orange", c/o Office of Community Development is named as Additional Insured. The (Subrecipient's name), shall have no right to recovery or subrogation against the County of Orange (including its employees and other agents and agencies)."
b. In the "Certificate Holder" Box of the Certificate- "The County of Orange", c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924

CERTIFICATE OF WORKERS COMPENSATION:
a. Form C-105.2/Form U-26.3 or
b. SI-12 or GSI-105.2

CERTIFICATE OF DISABILITY BENEFITS INSURANCE:
a. Form DB-120.1 or
b. DB-155

WORKERS COMPENSATION AND DISABILITY EXEMPTIONS:
Municipalities exempt from Workers Compensation and/or Disability Benefits Insurance Coverage must submit "Certificate of Attestation of Exemption" Form CE-200.
Please contact your Insurance Agent with any questions on the required forms.

APPENDIX 8

Attached Council/Board Resolution for Certification of Authority

SUBRECIPIENT CERTIFICATION OF AUTHORITY

(Please also attach an original certified copy of the Council/Board authorizing resolution as Appendix 8)

I,_____ ("Clerk") certify that I am the Clerk, of the City of Newburgh ("Subrecipient") a municipal corporation duly created pursuant to the laws of New York State and a party to this Agreement; that _____, who signed _____ (Name of Chief Executive Executing Agreement) this Agreement on behalf of Subrecipient, was at the time of execution the _____ (Title of Chief Executive) of Subrecipient; that this Agreement was duly signed for and on behalf of Subrecipient, as authorized by the _____ (Board or Council) and that such authority is in full force and effect at the date hereof.

(Place Municipal Seal Here)

_____
Clerk Signature

CLERK'S ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of in the year 20 , before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf .

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall fur- nish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a con- tract to a Bidder who cannot make the required certification on a case-by-case basis if:

1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2) The County makes a determination that the goods and services are necessary for the County to per- form its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, 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.

_____ _____

DATE SIGNATURE

_____ _____

BUSINESS NAME NAME

TITLE_____

NON-COLLUSION CERTIFICATION

(a) "By 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 to the best of knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
(2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition."

(b) A Bid shall not be considered for award nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1) of this certification.

Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by an Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subparagraph (a)(1) of this certification, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Bid.

_____ _____

DATE SIGNATURE

_____ _____

NAME

_____

TITLE

_____

BUSINESS NAME

RESOLUTION NO.: _____ - 2026

OF

FEBRUARY 23, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES STATEWIDE TARGETED REDUCTIONS IN INTIMATE PARTNER VIOLENCE ("STRIVE") PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $120,000.00 FOR THE PERIOD APRIL 1, 2026 TO MARCH 31, 2027

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a New York State Division of Criminal Justice Services Statewide Targeted Reductions in Intimate Partner Violence ("STRIVE") Program Grant Award in an amount not to exceed $120,000.00; and

WHEREAS, the STRIVE Grant Program provides funding to law enforcement and other partnering agencies in 20 counties identified through a comprehensive analysis of intimate partner violence data during the period 2018 to 2022 for the purpose of reducing intimate partner violence; and

WHEREAS, the STRIVE Program funding shall be for the period beginning April 1, 2026 and ending March 31, 2027; and

WHEREAS, the City of Newburgh will use the funding for training, overtime costs, public awareness, community engagement and supporting the Program with partnering agency, Fearless for the purpose of reducing intimate partner violence in the City of Newburgh; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to apply for and accept if awarded a New York State Department of Criminal Justice Services Statewide Targeted Reductions in Intimate Partner Violence ("STRIVE") Program Grant in an amount not to exceed $120,000.00 for the period beginning April 1, 2026 and ending March 31, 2027 to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

received
2-9-26 AH

City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Statewide Targeted Reductions in Intimate Partner Violence (STRIVE) Grant	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Rola
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS Division of Criminal Justice Services (DCJS)	GRANT SUBMITTAL DATE: March 13, 2026	AMOUNT OF AWARD: Not to exceed $120,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
Statewide Targeted Reductions in Intimate Partner Violence (STRIVE) is designed to equip law enforcement agencies (police departments and sheriff's offices), probation departments, district attorneys, domestic violence service providers, and other partnering agencies with the tools, training, resources, and strategic support to reduce intimate partner violence. This initiative focuses on the 20 counties identified through a comprehensive analysis of intimate partner violence data over a five-year period (2018-2022), including intimate partner violence crime volumes and rates, the issuance of temporary orders of protection, contact volumes with the New York State Domestic and Sexual Violence Hotlines, and family offense petition volumes. **Project Plan: See attached** Project Timeline: (ex. Dates): 4/1/2026-3/31/2027		

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: COMMENTS: N/A
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO COMMENTS: N/A
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS: N/A
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO CITY COMPTROLLER SIGNATURE: _____ DATE: 2/6/2026 NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS ADMINISTRATOR FOR FURTHER REVIEW BY PROJECT SPONSOR
SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE: _____ DATE: 2/9/26
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: 2/17/26 Work Session @ 2/23/26 Council Meeting

City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER

→ **APPROVED BY CITY MANAGER? YES/NO**

CITY MANAGER SIGNATURE: _____

DATE: 2-9-26

The City of Newburgh Police Dept. is requesting funding to support the following endeavors.

Our major focus for the first year would be enhancing the training of a very inexperienced department through mandatory in-service training for the entire department on the LAP strategy, ideally conducted by Fearless. In addition to department wide training, we are requesting funding to train a core group of officers in more advanced protocols, specifically trauma informed interviewing and enhanced strangulation investigations. This request aligns with the principles outlined by DJCS and the interests of our partner agency, Fearless. We would select the officers to send based on participation in STRIVE funded details. Funding is also being requested for DJCS required events, such as the orientation and the public safety seminar. The City of Newburgh Police Department is requesting funding for overtime details to accomplish its part in the overall plan. Specifically, the City of Newburgh Police Department is looking to conduct weekly home visits, in partnership with a Fearless advocate, to follow-up with survivors. We are also requesting funding for Monthly warrant sweeps to focus on offender accountability. In addition to training and operations, we would seek a small amount of funding for community engagement. The City of Newburgh Police would like to have quarterly awareness details where Officers would go out in the community to spread awareness about domestic violence, the STRIVE initiative and Fearless' services. Finally, the City of Newburgh Police would request administrative overtime for the Lieutenant in charge of the grant to attend various meetings and perform other duties as there are no funded positions included in the budget.

Reilly, Helen

From: Rola, Brandon
Sent: Thursday, January 29, 2026 12:26 PM
To: Reilly, Helen
Cc: Lord, Trevor; Pulaski, Phil
Subject: Fw: Orange County STRIVE II Award Letter
Attachments: STRIVE II Guidance Document Final 1-27-26.pdf; 2026_27_STRIVE_budget_wrksht FINAL.xlsx; Job Position Titles for STRIVE II 2026_27_FINAL.pdf

Good afternoon, Helen,

DCJS STRIVE grant II is coming quickly. Would you be able to enter a civic plus resolution to apply for and accept DCJS STRIVE II for an award amount up to $120,000. Please let me know if there is anything else you need from us or where we can help out.

Thank You,
Brandon Rola
Chief of Police
City of Newburgh Police Department

From: dcjs.sm.STRIVE <STRIVE@dcjs.ny.gov>
Sent: Tuesday, January 27, 2026 5:39 PM
To: Rola, Brandon <BRola@cityofnewburgh-ny.gov>; dvaleri@newwindsor-ny.gov <dvaleri@newwindsor-ny.gov>; jewanciw@middletownpolice.com <jewanciw@middletownpolice.com>; dhoovler@orangecountygov.com <dhoovler@orangecountygov.com>; tdavidian@orangecountygov.com <tdavidian@orangecountygov.com>; kkostyal@fearlesshv.org <kkostyal@fearlesshv.org>; bcampbell@townofnewburghpd.org <bcampbell@townofnewburghpd.org>; gkelemen@villageofgoshen-ny.gov <gkelemen@villageofgoshen-ny.gov>; williamworden@portjervisny.gov <williamworden@portjervisny.gov>; ddelicio@waldenpd.com <ddelicio@waldenpd.com>; chiefofpolice@townofwallkill.com <chiefofpolice@townofwallkill.com>
Cc: Bonse, Michael (DCJS) <Michael.Bonse@dcjs.ny.gov>; Sullivan, Johanna (DCJS) <Johanna.Sullivan@dcjs.ny.gov>; Tyree, Charles P (DCJS) <Charles.Tyree@dcjs.ny.gov>; dcjs.sm.STRIVE <STRIVE@dcjs.ny.gov>; Ocon, Chelsea (DCJS) <Chelsea.Ocon@dcjs.ny.gov>; Zanin, Devon (DCJS) <Devon.Zanin@dcjs.ny.gov>
Subject: Orange County STRIVE II Award Letter

Dear Orange County STRIVE Partners,

Governor Kathy Hochul has allocated $23 million to provide law enforcement, district attorneys, domestic violence service providers, and other partnering agencies with the necessary funding, guidance, and training to enhance their capacity to effectively respond to, mitigate, and prosecute domestic violence, specifically intimate partner violence. This funding aims to strengthen the capacity of jurisdictions to identify the risk of intimate partner homicide, reduce future violence by holding offenders accountable, and comprehensively address the needs of victims and survivors through evidence-based, survivor-centered, trauma-informed, and culturally responsive interventions.

I am pleased to advise you that Orange County is eligible to receive a STRIVE award of up to $1,281,768 from the Division of Criminal Justice Services (DCJS) for the contract period April 1, 2026, to March 31, 2027. The chart below provides information on the 26-27 funding increase and recommendations on how the additional funds should be utilized.

STRIVE County	25-26 Funding	26-27 Funding	Diff. from 25-26	TTA	Expansion
Orange	$1,129,806	$1,281,768	$151,962	$75,981	$75,981

DCJS requires that jurisdictions budget funding for specific strategies, staffing, and agencies to enhance the effectiveness of this program. These requirements are outlined in the attached Comprehensive STRIVE Guidance Document, which delineates the planning and implementation process for the upcoming contract period, including steps to complete the required Comprehensive Plan.

Please note that final awards notifications will be made following the submission and subsequent DCJS approval of each jurisdiction's STRIVE Comprehensive Plan. DCJS reserves the right to make partial awards based on the quality of the submitted Comprehensive Plan.

STRIVE counties are required to impanel an Executive Board consisting of the heads of each funded agency: (1) the Chief(s) of Police, (2) the District Attorney, (3) the head of the DCJS selected Office of Children and Family Services (OCFS)-licensed Domestic Violence Services Provider, (4) the Sheriff and/or Undersheriff, and (5) the Probation Department Director.

With Executive Board approval and subject to DCJS approval through the Comprehensive Plan process, jurisdictions may propose the addition of new law enforcement agencies as part of STRIVE II's county-wide STRIVE expansion. Any proposed expansion must align with STRIVE Expansion Funding eligibility requirements, which limit funded participation to agencies that collectively account for approximately 85 percent of domestic violence incidents within the county. Based on a five-year analysis of the county's intimate partner violence data, the following law enforcement agencies meet this threshold: **Goshen Village Police Department, Middletown Police Department, City of Newburgh Police Department, Newburgh Town Police Department, New Windsor Police Department, Port Jervis City Police Department, Walden Village Police Department, Wallkill Town Police Department.**

Jurisdictions should engage in direct communication and collaborative planning with the agencies identified above to assess the feasibility and structure of any proposed STRIVE II expansion. This outreach should be used to jointly examine partnership readiness, resource implications, and overall alignment with countywide STRIVE priorities. The Executive Board will use this information to determine whether and how additional agencies may be integrated in a manner that preserves program fidelity and supports sustainable operations. Any additional agency partners will not serve on the county's Executive Board.

DCJS recognizes that county-wide expansion increases the volume of cases and the demand on Domestic Violence Service Providers and coordinated community response partners. During the contract process, advance payments for Not-for-Profit entities can be established to allow for a percentage of upfront funding after the execution of the contract. Terms and conditions of this advance will be more clearly defined in each jurisdiction's final award notice following DCJS approval of the Comprehensive Plan and budget.

DCJS will hold a webinar to review the updates and changes made for the STRIVE II grant cycle.

All STRIVE-funded jurisdictions will be required to participate in the STRIVE II Kick-Off Webinar. The webinar will be recorded to accommodate those who are unavailable. The date, time, and registration link of the webinar are noted below:

Monday, February 2, 2026, at 10:00 AM. Please use this link to register for the webinar:

STRIVE II Kick-off Webinar

DCJS has also scheduled a STRIVE II Orientation that will provide more in-depth information on STRIVE-related topics. This orientation will be mandatory for all STRIVE agencies and will be held on March 17, 2026, at Hudson Valley Community College in Troy, New York. A link to register can be found below:

STRIVE II Orientation

The first draft of your plan is due on **February 23, 2026**, and final plans are due **March 13, 2026.**

Jurisdictions are also required to use the attached budget worksheet to submit their funding request. Directions for using the budget worksheet are in the STRIVE Guidance Document and on the worksheet itself.

The Law Enforcement Strategic Assistance Unit (LESAU) will support jurisdictions with the development of their STRIVE II Comprehensive Plan and budget, and each county's STRIVE Field Advisor will serve as the primary point of contact for planning and technical assistance and for questions related to county-wide expansion under STRIVE II. Please direct questions to your STRIVE Field Advisor, Chelsea Ocon, Phone: 518-491-5166, Email: Chelsea.Ocon@dcjs.ny.gov, or to DCJS at STRIVE@dcjs.ny.gov for general program or administrative inquiries.

Respectfully,

Michael A. Bonse

Deputy Commissioner - Office of Public Safety

New York State Division of Criminal Justice Services

Statewide Targeted Reductions in Intimate Partner Violence (STRIVE II)

Comprehensive Plan Proposal Guidance Document

Division of Criminal Justice Services

Important Information and Dates:

STRIVE II Comprehensive Plan Proposal Released	January 27, 2026
STRIVE II Comprehensive Plan Proposal 1st Draft Due	February 23, 2026
STRIVE II Comprehensive Plan Proposal Final Draft Due	March 13, 2026
STRIVE II 2026-2027 Contract Cycle	April 1, 2026, through March 31, 2027

Table of Contents

Part I: Introduction Page 3

- Background Page 10
- STRIVE Core Principles Page 11
- STRIVE Core Elements Page 12
- Problem Analysis and Resource Mapping Page 13
- Coordinated Community Response (CCR) Page 18
- Goals and Objectives Page 19
- Evidence-Based Strategy Summaries Page 20
- Setting the Context: Training the CCR Team Page 22
- Implementation and Assessment Plans Page 23
- Budget and Funding Page 25

Part II: Comprehensive Plan Proposal Page 30

- Proposal Narrative Page 31

Appendix and References: Page 37

- STRIVE Eligible Counties and Agencies Page 38
- STRIVE Service Providers Page 39
- Contract Specific Requirements Page 40
- Role Specific Training Recommendations Page 46
- Map of STRIVE II Jurisdictions Page 49
- Map of Crime Analysis Centers Page 50
- Sequential Intercept Model and Mapping Tool Page 51
- CCR and Sequential Intercept Model Page 52
- Additional Resources Page 54
- Problem-Oriented Policing Page 57
- STRIVE II Project Coordinator Sample Job Description Page 59
- DCJS Knowledge Bank Page 61
- STRIVE II DV Data/Charts Page 62

Introduction

In furtherance of her commitment to improving public safety and strengthening the statewide response to victims of gender-based violence, Governor Kathy Hochul has allocated $23 million to provide law enforcement, district attorneys, domestic violence service providers, and other partnering agencies with the necessary funding, guidance, and training to enhance their capacity to effectively respond to, mitigate, and prosecute domestic violence, specifically intimate partner violence. This funding aims to strengthen the capacity of jurisdictions to identify the risk of intimate partner homicide, reduce future violence by holding offenders accountable, and comprehensively address the needs of victims and survivors through evidence-based, survivor-centered, trauma-informed, and culturally responsive interventions.

Statewide Targeted Reductions in Intimate Partner Violence (STRIVE) is designed to equip law enforcement agencies (police departments and sheriff's offices), probation departments, district attorneys, domestic violence service providers, and other partnering agencies with the tools, training, resources, and strategic support to reduce intimate partner violence. This initiative focuses on the 17 counties identified through a comprehensive analysis of intimate partner violence data over a five-year period (2018-2022), including intimate partner violence crime volumes and rates, the issuance of temporary orders of protection, contact volumes with the New York State Domestic and Sexual Violence Hotlines, and family offense petition volumes.

These counties can be found **here.**

Participating counties, departments, and the identified domestic violence providers are expected to use evidence-based tools and approaches, including problem analysis, community readiness, and local crime analysis, to identify and prioritize high-risk intimate partner violence cases. Jurisdictions will implement nationally recognized models like the Intimate Partner Violence Intervention (IPVI) initiative, the Domestic Violence High-Risk Team (DVHRT) Model, and the Lethality Assessment Program (LAP) to effectively respond to, mitigate, and reduce intimate partner violence. More information on each of these models will be described later in this Guidance Document. The initiative emphasizes a coordinated community response that is survivor-centered, trauma-informed, and culturally responsive to promote the safety and well-being of those affected by intimate partner violence.

As part of this initiative, your county will work collaboratively to identify these high-risk cases using local knowledge, lethality assessment tools, and analysis to effectively mitigate and respond to these cases using the evidence-based models to prevent, predict, and respond to the most dangerous cases of intimate partner violence.

Funding Eligibility and Information for STRIVE II 2026-2027

The Statewide Targeted Reductions in Intimate Partner Violence (STRIVE) initiative was established in the FY 24-25 New York State Budget and was subsequently renewed in the FY 25-26 Budget. The current STRIVE II cycle serves as a continuation of this funding, incorporating specific programmatic enhancements designed to build upon the progress made since the program's inception.

For the 2026-2027 cycle, an appropriation amount of approximately $23 million has been made available to support these awards.

Award Determination

Subject to final approval from the Division of the Budget (DOB) and the Office of the State Comptroller (OSC), eligible jurisdictions will receive awards in accordance with the following guidelines:

- Award Maximums: Jurisdictions will receive an award no greater than the amount specified in their formal award letter.
- Data-Driven Methodology: Award amounts for STRIVE II jurisdictions are calculated based on a five-year analysis (2018-2022) of intimate partner violence data, including:
    - Crime volume and family offense petition data.
    - Orders of protection.
    - Call volumes to the NYS Domestic and Sexual Violence Hotline.
- Local Allocation: Counties may adjust funding per eligible agency based on the specific needs identified in the jurisdiction's comprehensive plan.

STRIVE Comprehensive Plan Submission

To receive 2026-2027 funding, DCJS requires all STRIVE jurisdictions to submit responses to the requirements located in Part II of this package. These responses will make up their STRIVE Comprehensive Plan, and funding is contingent upon DCJS's approval of the plan.

Executive Board Composition

STRIVE counties are required to impanel an Executive Board consisting of the heads of each funded agency: (1) the Chief(s) of Police, (2) the District Attorney, (3) the head of the DCJS selected Office of Children and Family Services (OCFS)-licensed Domestic Violence Services Provider, (4) the Sheriff and/or Undersheriff, and (5) the Probation Department Director. In counties with more than one OCFS-licensed provider, selection criteria were determined by licensure by OCFS, operation within a non-profit community-based program, and a coordinated community response relationship with law enforcement and other community-based organizations. All Executive Board Members will serve as equal partners in developing the comprehensive plan to ensure the effective execution of the STRIVE initiative. This board is required to meet at least quarterly to discuss the implementation of its STRIVE Comprehensive Plan.

STRIVE II Funding for County-Wide Expansion and Direct Training & Technical Assistance

During STRIVE I DCJS offered all STRIVE counties the option to implement STRIVE on a county-wide basis by using their existing STRIVE allocations to engage all relevant stakeholders across the county and strengthen their coordinated community response to intimate partner violence. Counties including Erie, Niagara, Onondaga, Monroe, and Orange elected to pursue this approach in Year 1.

Under STRIVE II, DCJS is committed to supporting further county-wide expansion efforts and will provide STRIVE Expansion Funding for STRIVE jurisdictions that determine this approach is appropriate for their local intimate partner violence response work. Because county-wide implementation increases the volume of cases, the demand on Domestic Violence Service Providers, and the overall scope of coordinated community response activity, eligibility for STRIVE Expansion funding for newly participating law enforcement agencies will be limited to agencies that collectively account for approximately 85 percent of domestic violence incidents within the county, based on a five-year analysis of intimate partner violence data from STRIVE counties. Agencies outside this threshold may participate in county-wide STRIVE implementation, but will not receive STRIVE Expansion Funding

STRIVE Expansion Funding may be used for the following purposes:

1. **Expansion of additional law enforcement agencies.**
   Funding to support implementation costs required to integrate newly participating law enforcement agencies into county-wide STRIVE operations.
2. **Right-sizing Domestic Violence Service Provider capacity.**
   Funding to increase Domestic Violence Service Provider staffing, services, and operational capacity to support the expanded county-wide STRIVE footprint.
3. **Right-sizing other partner capacity.**
   Funding to adjust staffing, coordination, and operational resources for other coordinated community response partners to support county-wide implementation.
4. **Enhancement of coordinated community response work.**
   Funding to strengthen county-level coordination functions, protocols, data-sharing, and cross-agency workflows to reflect the expanded county-wide scope.

Jurisdictions pursuing county-wide expansion must identify each additional participating agency in their STRIVE II Comprehensive Plan, describe the role each agency will play in the county-level coordinated community response, and specify the resources and supports required for funded partners, including Domestic Violence Service Providers, so that the scope of expansion and associated costs are clearly defined and coordinated with DCJS.

During STRIVE I, DCJS coordinated an array of training and structured technical assistance delivered through strategy developers and implementation partners to ensure STRIVE jurisdictions and coordinated community response partners had a clear foundation in the core strategies for each model and the competencies required to apply them in practice. This support included orientation sessions, overview trainings, webinars, and written guidance materials describing the selected strategies, the research and evaluation evidence supporting them, and the actions required for effective implementation.

As STRIVE jurisdictions progress from initial implementation efforts, training and technical assistance requirements become more model-specific and more tailored to local contexts that reflect variations in staffing, governance, and coordinated community response structures across jurisdictions. Based on feedback from STRIVE jurisdictions, STRIVE II includes additional funding so jurisdictions can directly engage with evidence-based strategy providers as the primary

mechanism for training on the core strategies for their selected model. This additional funding is intended to allow jurisdictions to scope, schedule, and sequence the support needed to match local conditions while maintaining fidelity to proprietary models.

DCJS will continue to coordinate, communicate, and convene with strategy providers to ensure continuity and offer additional training and technical assistance throughout the STRIVE year. STRIVE Field Advisors, the DCJS Office of Public Safety, and DCJS Office of Program Development and Funding (OPDF) staff will assist jurisdictions in planning and coordinating these activities during the STRIVE year. Jurisdictions should include scheduled training and technical assistance activities in their STRIVE II Comprehensive Plan. The training and technical assistance section of each Comprehensive Plan will be reviewed by STRIVE Field Advisors and DCJS staff to ensure it supports the strategies selected by the jurisdiction. Questions about training, technical assistance, or contracting can be directed to STRIVE@dcjs.ny.gov.

The STRIVE II Comprehensive Plan proposal must be submitted by the county's Executive Board, with each participating agency's role clearly delineated and defined. DCJS reserves the right to rescind or reduce county/award allocations based on the completeness and appropriateness of the relevant STRIVE Comprehensive Plan submission.

All funding provided must support program efforts during the contract period. **Funding must supplement, not supplant, existing resources.**

Responses to the questions in Part II of this document must describe the strategies and interventions that participating agencies will use to address intimate partner violence and how grant funding will be distributed among each agency participating in the partnership. Jurisdictions are required to demonstrate how the community, victims, and survivors were given a voice in the development of the plan and how they will be kept informed of plan implementation regularly throughout the STRIVE cycle.

Jurisdictions must appropriate commensurate STRIVE funding to domestic violence service providers to ensure they have the necessary staff, resources, and tools to effectively support the initiative.

All plans must describe how the county probation department will be utilized to supervise high-risk domestic violence offenders using evidence-based models. **The STRIVE Probation Model,** developed by the DCJS Office of Probation and Correctional Alternatives (OPCA), is available for review below and provides detailed guidance to probation officers on key areas to highlight, implement, and focus on as part of their STRIVE work.

Under STRIVE, jurisdictions will coordinate with the New York State Office for the Prevention of Domestic Violence (OPDV), including active participation in OPDV's Gender-Based Violence Regional Councils (GBVRCs), which provide a forum for system-level collaboration among law enforcement, courts, and domestic violence service providers. STRIVE participation in the GBVRCs should include the STRIVE Coordinator and other STRIVE-designated representatives responsible for implementation and coordination. Through this collaboration, jurisdictions can better coordinate their STRIVE efforts and strengthen support for local domestic violence service providers.

Additionally, jurisdictions will partner with the New York State Department of Corrections and Community Supervision (DOCCS) through their regional offices. This includes integrating the Supervision Against Violent Engagement (SAVE) initiative and its domestic-violence–focused

guidance, which uses enhanced supervision tactics, individualized case planning, and intelligence sharing with local partners to protect the community, reduce further victimization, and support successful reentry for high-risk releasees.

Jurisdictions will also utilize their embedded STRIVE crime analysts and, where applicable, collaborate with the DCJS Regional Crime Analysis Centers to analyze data, inform decision-making, and support their STRIVE efforts. The Crime Analysis Center Network, supported by the DCJS Office of Crime Analysis and Strategic Partnerships (OCASP), provides investigative and analytical support. Leveraging these capabilities within STRIVE will enable jurisdictions to better identify high-risk IPV patterns, track outcomes across agencies, and align STRIVE strategies with other data-driven violence-reduction initiatives in their region.

Grantees should read Part I thoroughly before responding to the questions in Part II.

Purpose

This guidance document aims to assist participants in the Statewide Targeted Reductions in Intimate Partner Violence (STRIVE) Initiative. It will support them in developing thorough program proposals that address intimate partner violence (IPV) within their jurisdiction. Serving as a roadmap, it will help participants identify critical stakeholders, conduct assessments, and determine the most effective evidence-based strategies. Participants will be expected to collaborate with DCJS to develop and implement their STRIVE II Comprehensive Plan.

Jurisdictions will use the guidance provided to continually assess the IPV landscape in their community, leveraging problem analysis, local knowledge, and crime analysis to select strategies to best respond to high-risk cases. Based on this analysis, participants will work with DCJS to select and implement coordinated community response models, which can enhance the safety of survivors while holding offenders accountable. These models include survivor-centered, trauma-informed, and culturally responsive interventions aimed at reducing IPV through evidence-based approaches.[1]

The guidance document is divided into **two key sections. Part One** focuses on providing an overview of the STRIVE initiative. This includes information on identifying and engaging necessary local stakeholders, such as law enforcement, domestic violence service providers, probation offices, prosecutors, and community organizations. It also walks participants through conducting needs assessments, system mapping, and aligning resources across local, state, and federal agencies to ensure a holistic response to IPV.

Key changes and refinements to the STRIVE initiative for year two will also be described in this section. In year one, all STRIVE sites dedicated their efforts to establishing core structures for the initiative, including formal STRIVE teams, clarified roles and responsibilities, mapped referral pathways, and strengthened relationships among participating agencies. As we move into year

---

[1] A victim or survivor-centered approach recognizes survivors' rights to make decisions about their safety and future. It is strengths-based and recognizes that survivors with different backgrounds have different needs and experiences. **Trauma-Informed**
Trauma is an event or set of circumstances that is physically or emotionally harmful or life-threatening and has long-lasting adverse effects on an individual's functioning and well-being. Being trauma-informed is realizing that trauma is common, recognizing the signs, triggers, and symptoms of trauma, and using this knowledge in practices, policies, and procedures to provide effective survivor-centered responses. It promotes compassion and healing instead of retraumatizing individuals. **Culturally Responsive**
Survivors' experiences and needs are different depending on their class, race/ethnicity, culture, age, sexual orientation, gender identity or expression, geography, and many other lived experiences and identities. Culturally responsive services actively address these differences to meet the needs of all survivors and communities.

two, jurisdictions are at different points in their progress, growth, staffing, and implementation. Some are now positioned to deepen and expand their efforts, while others continue to build and operationalize the framework created in year one. DCJS recognizes that meaningful implementation develops over time, requires deliberate planning and sustained engagement, and we remain committed to providing ongoing, jurisdiction-specific support as this work advances.

Part Two offers a step-by-step guide to preparing a program proposal, detailing the requirements for submitting a budget, proposal narrative, and project timeline. This includes identifying how funds will be allocated to support the selected strategies and the necessary personnel, training, and technical assistance to implement these approaches effectively.

In sum, this document aims to lay the groundwork for STRIVE participants to create tailored efforts that prioritize survivor safety and ensure accountability for perpetrators. Through ongoing collaboration with DCJS, each jurisdiction will receive tailored tools and support to address its specific IPV challenges, resulting in a more effective and comprehensive response.

An initial draft of the STRIVE Comprehensive Plan must be submitted to DCJS via Alchemer no later than noon on February 23rd, 2026. Complete STRIVE Comprehensive Plan Proposals must also be submitted to DCJS via this Alchemer link ***no later than noon on March 13th, 2026.***

STRIVE II 2026-2027 Guidance Document and Webinars

In year one, DCJS hosted a series of three webinars that introduced the fundamental elements of the core evidence-based strategies used within STRIVE, including the Lethality Assessment Program (LAP), Domestic Violence High Risk Teams (DVHRT/DA-LE), and Intimate Partner Violence Intervention (IPVI). Recordings of these webinars remain available as a resource for STRIVE team members, including new staff and those seeking a refresher on the core strategies. Links to each session (LAP, IPVI, and DA-LE/DVHRT) will be included in the **Appendix** for reference.

STRIVE II Kickoff Webinar and Guidance Document Overview

In year two, DCJS will support jurisdictions in developing the STRIVE II Comprehensive Plan through a STRIVE II Kickoff Webinar and Guidance Document Overview. This session will review the updated year two guidance, highlight key changes from the first year of implementation, and clarify expectations for how the guidance should inform local STRIVE planning. The webinar will take place on Monday, February 2nd, 2026.

Click here to register.

DCJS will host an in-person STRIVE II Kickoff Orientation on March 17, 2026, in Troy, New York.

Click here to register.

This one-day session will launch the STRIVE II initiative and focus on key implementation topics identified through STRIVE jurisdictional feedback and DCJS Field Advisor input in support of year two planning and implementation.

Additional Guidance for STRIVE II Comprehensive Plan Submission

The STRIVE II Comprehensive Plan proposals must include a 2026-2027 Memorandum of Understanding(s) (MOU) or Memorandum of Agreement(s) (MOA), signed by STRIVE II agency heads (include justification for any required member signatures not included). These MOU(s)/MOA(s) must indicate each agency's knowledge of and support for the comprehensive plan submitted by the jurisdiction. Grant contracts will not be finalized until DCJS receives the MOU(s)/MOA(s).

The STRIVE II Comprehensive Plan proposal for your jurisdiction must include detailed narrative answers for each response requirement located in **Part II: STRIVE II 2026-2027 Comprehensive Plan Proposal Required Questions**, along with a consolidated budget and narrative justification that includes contributions from each STRIVE II partner within the jurisdiction.

Narrative responses and required attachments must be submitted via Alchemer. All partner narrative responses to the questions in the Response Requirements section, as well as the budget justification narrative, must be consolidated in Alchemer using the provided fields.

STRIVE Comprehensive Plan proposals submitted in alternate formats will not be accepted or reviewed by DCJS. All required information must be entered directly into Alchemer. Supporting documentation (e.g., data, charts, and assessment tools) may be uploaded in PDF format when prompted by Alchemer. Do not submit photographs or media articles as part of a proposal; these will not be reviewed or considered by DCJS.

Proposals that do not meet the following requirements will be returned for revision and resubmission:

- Each required response must be answered in **Part II: STRIVE II Comprehensive Plan Proposal Response Requirements**.
- Must comply with all requirements noted in this document.
- Must adhere to the formatting guidelines above.

SECTION ONE

Background

Gender-based violence (GBV) encompasses several subsets of offenses and abuse, including Intimate Partner Violence (IPV); the STRIVE initiative focuses on Intimate Partner Violence. IPV is a pattern of abusive behavior in which one partner seeks to gain or maintain power and control over another intimate partner. It can include physical, sexual, emotional, economic, psychological, or technological actions, as well as threats or other coercive behaviors. These behaviors may intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, harm, injure, or wound the victim/survivor. Intimate partner violence affects people across all identities and backgrounds and may escalate in frequency and severity over time. Its impact extends beyond the victims, affecting children, families, and the community as a whole.

The trauma and harm caused by intimate partner violence are complex and multifaceted, requiring a comprehensive and holistic response. This includes a survivor-centered, trauma-informed, culturally responsive response, ensuring offender accountability and providing both immediate and long-term support for victims/survivors.

Risk levels among victims/survivors vary, posing challenges in identifying those at the highest risk and providing timely intervention. By leveraging data, conducting problem analysis, and utilizing evidence-based lethality assessment tools, community partners can work together to accurately identify high-risk individuals, reduce future violence, and deliver a continuum of support and care for victims and survivors. Addressing intimate partner violence effectively requires a collective, coordinated community response from all partners to reduce and prevent further harm.

STRIVE Core Principles

Coordinated Community Response

A Coordinated Community Response (CCR) to an intimate partner violence intervention is the way a community organizes its partners to carry out prevention, intervention, victim support, and offender accountability efforts. A CCR should include a wide range of stakeholders to ensure a comprehensive approach. This network of support should encompass community-based domestic violence service providers, crime victims' services, and survivors who bring lived experience to inform the response.

Survivor-Centered, Trauma-Informed, and Culturally Responsive

All interventions will focus on the needs of the survivor and utilize services that are both culturally responsive and trauma-informed.

Accountability for Offenders

All efforts must be focused on holding the offender accountable for their behavior and for the consequences of their actions while prioritizing supporting victims and survivors of violence and abuse.

STRIVE Core Elements

People

A comprehensive approach that involves identifying high-risk cases using local knowledge via robust problem analysis, lethality assessment tools, and crime analysis.

Alignment

Intimate partner violence cuts across many services available through local, state, and federal governmental law enforcement, prosecution, probation, healthcare, social services, and domestic violence and crime victim service providers, etc. A needs assessment/community readiness assessment tool and system mapping should be utilized in an alignment analysis.

Evidence-Based Strategies

Select and implement evidence-based models to prevent and respond to intimate partner violence effectively. These will include the Intimate Partner Violence Intervention (IPVI), the Lethality Assessment Program (LAP), and the Domestic Violence High-Risk Team (DVHRT). Each strategy is explained in further detail later in the Guidance Document.

Engagement

Community members and the programs that support intimate partner violence victims and survivors must have an active role in strategy selection and implementation.

Skilled and Supported Staff

Staff delivering these interventions will be highly skilled and continuously supported. This will include training and technical assistance for each of the evidence-based approaches and other relevant topics.

Monitoring and Evaluation

A robust monitoring and evaluation plan will be deployed, including tools that support implementation science. DCJS will support each site with personnel, including regional Field Advisors, who will provide guidance and facilitate training and technical assistance.

Problem Analysis and Resource Mapping

Informed decision-making through data, evidence, and community collaboration is recognized as the foundation for effective crime reduction strategies. The STRIVE Initiative is rooted in the Problem-Oriented Policing (POP) SARA (Scanning, Analysis, Response, and Assessment) Model. DCJS has incorporated POP principles into the narrative framework of the STRIVE Comprehensive Plan proposal. As outlined, these proposals must specifically target the reduction of intimate partner violence through evidence-based strategies. For STRIVE II, jurisdictions should ground their proposals in a deliberate review of year one STRIVE efforts, drawing on input from all STRIVE partners, STRIVE meetings, feedback from the Executive Board, results from the Implementation Assessment Tool, feedback from community members and victim/survivors, and all other relevant coordinated community response partners.

SCANNING

Each jurisdiction should evaluate the prevalence of Intimate Partner Violence (IPV) in its area and establish broad goals to address the issue. While DCJS provides **initial data** to support this scanning phase, jurisdictions should also gather additional data from diverse systems—such as criminal justice, social services, domestic violence programs, and family courts—to thoroughly identify and understand the underlying factors contributing to IPV. This comprehensive problem identification is critical to the STRIVE Comprehensive Plan Proposal.

Eligible jurisdictions should begin by reviewing the scale, scope, and type of intimate partner violence (IPV) crime problems occurring in their jurisdiction and prioritizing these issues while also considering risk and protective factors. A community assessment and readiness tool should be utilized to gauge the current standing before creating a Coordinated Community Response (CCR) and selecting a model strategy. This assessment includes steps to evaluate community demographics, existing resources, and organizational readiness, guiding communities through stages of preparedness, from awareness to implementation and sustainability, as outlined in the **OPDV 2024 Assessment Toolkit.** As part of this resource mapping, it is essential to examine the demographics and locations of victims to assess how well existing services address the culturally specific and geographic needs of the community.

ANALYSIS

Next, the jurisdiction should conduct a deeper analysis of the IPV problem. This involves identifying relevant data to collect, conducting additional research, assessing existing resources, examining any current responses to IPV in the community, and evaluating the effectiveness of these responses, including potential reasons for their success or shortcomings. It is important to note that intimate partner violence victims often do not report incidents to the police. Jurisdictions should explore alternative ways to gather this information (for example, hotline and LAP records, victim service data, and other partner-based sources) and determine how it will contribute to a comprehensive analysis of the problem.

The STRIVE Implementation Assessment Tool is a very good place to start when identifying specific data questions, existing data sources, and gaps in IPV and STRIVE-related data collection and reporting.

As part of the STRIVE II Comprehensive Plan proposals, jurisdictions should conduct a community analysis that includes two sections: a Jurisdiction-wide Analysis and a People-based Analysis. The local Crime Analysis Center or agency crime analyst should play a central role in both sections. The plan must clearly explain how crime analysis contributed to its development and outline the Center's involvement in the plan's implementation and ongoing assessment.

a. Jurisdiction-wide Analysis

Jurisdictions should work with a DCJS Crime Analysis Center (CAC) or agency crime analyst to develop a comprehensive analysis of IPV incidents. The goal is to identify patterns, trends, locations, and key offenders responsible for high-risk IPV-related incidents and crimes within the jurisdiction. This analysis should be grounded in clearly defined data elements.

The examples below illustrate the types of information jurisdictions should attempt to draw from when developing their analysis. Jurisdictions differ in their data systems and analytic capacity, and not all items listed will be available in every location. The Office of Public Safety (OPS), in coordination with the Office of Justice Research and Performance (OJRP), will specify a limited set of required reporting items for STRIVE II submission to DCJS. Those required items will be narrowly focused on supporting program oversight, performance monitoring, and evaluation.

Police and Victim Service Data

- Total number of IPV-related calls for service (CAD data)
- Total number of Domestic Incident Reports (DIRs), including the number identified as high-risk
- Data used to categorize IPV offenders (for example, frequency of incidents per offender, severity scores, risk assessment scores)
- Number of IPV-related arrests (including contempt, strangulation, stalking, and IPV-related homicide)
- Number of IPV-related repeat offenses
- Total number of risk assessments conducted
- Number of IPV-related hotline or LAP/DALE calls received
- Number of victims referred to advocacy or victim services
- Number of victims who engaged with advocacy or victim services
- Offender accountability referrals (offender-focused services)
- Any other quantifiable IPV-related data relevant to local STRIVE work

Probation Data:

- Total number of offenders sentenced to probation for an IPV offense
- Number of those offenders ordered to attend a Batterer's Intervention Program (BIP), if one exists
- Number of offenders who successfully completed the BIP

Prosecution Data:

- Total number of IPV cases handled by the prosecutor's office
- Number of cases resolved by plea of guilty, including those with a charge reduction (identify the original charge and the reduced plea)

- Number of cases resolved by conviction after trial (indicate guilty or not guilty and the offense of conviction)
- Types of sentences imposed, where available

All final analysis products from the CAC or crime analyst should be retained for inclusion in the STRIVE II Comprehensive Plan proposals.

b. People-based Analysis
Jurisdictions are required to conduct a People-based Analysis to identify known "top offenders" within their communities. This analysis should use a systematic, non-biased ranking system that incorporates actionable intelligence, including domestic violence history (as detailed in narrative response question 2), gathered from crime analysts, field intelligence officers, probation staff, advocates, domestic violence service providers, community stakeholders, and existing lethality assessment tools where available. The ranking system should make use of relevant data elements (for example, the frequency and severity of incidents associated with each offender, risk assessment information, repeat violations, and other indicators of harm and risk).

c. Lethality assessment results can be used as offender-attributed risk indicators within this ranking system, in addition to their role as victim-facing screening tools. Although these assessments are administered with victims, the responses reflect behaviors, threats, and patterns associated with the abuser and are statistically linked to elevated risk of serious or fatal harm. When a lethality screen indicates high or imminent risk, the identified offender may be elevated within the jurisdiction's "top offender" prioritization process and flagged for heightened system attention, including enforcement, court, and supervision considerations. In this way, lethality data can serve as an important input to the People-Based Analysis by helping identify individuals who pose the greatest risk of severe harm.

Jurisdictions must regularly update these "top offender" reports to ensure accuracy and should establish steps to confirm the reliability of the data used. Policies should be implemented for removing individuals from the lists after periods of inactivity, intervention, incarceration, or other relevant factors. All final analysis products from the Crime Analysis Center(s) and agency crime analysts should be retained for inclusion in STRIVE II Comprehensive Plan proposals, excluding any personal identifying information.

Resource Mapping

The Substance Abuse and Mental Health Services Administration's (SAMHSA) Gathering Information and Networking for System Change (GAINS) Sequential Intercept Model (SIM), originally developed for mental health and substance use disorders, is also an effective tool for organizing a coordinated response to domestic violence (DV) and intimate partner violence (IPV). In this framework, jurisdictions map resources and decision points across the system using six intercepts: Intercept 0 (Community and Crisis Services), Intercept 1 (Law Enforcement and Emergency), Intercept 2 (Initial Detention or Initial Court Appearance), Intercept 3 (Jails or Courts), Intercept 4 (Reentry), and Intercept 5 (Community Corrections). The goal is to determine, at each intercept, what interventions, referrals, and supports should be activated, who should be involved, and how responses will be coordinated for both victim- and offender-focused work, in order to enhance safety and coordination, reduce redundancy, and identify clear resource gaps, whether those gaps are related to timing, awareness, training, staffing, or financial supports.

In an IPV context, jurisdictions should use the SIM framework as a practical worksheet to map, at each intercept, the concrete resources and processes that exist. This includes documenting:

- which agencies and programs are involved at each intercept
- what specific services and supports are available for victims and offenders (for example, crisis response, advocacy, housing, treatment, supervision, and monitoring)
- how referrals, handoffs, and information-sharing currently occur between partners
- where there are clear gaps, overlaps, or inconsistencies in response

This exercise should also capture geographic coverage and resources available for different populations within the community (see toolkit for more information), so that jurisdictions can see, in one place, how their IPV response system functions across the intercepts.

DCJS recognizes that comprehensive SIM mapping will develop and become more robust over time. Jurisdictions can begin this work at the agency level by documenting their own processes and resources for each intercept, sharing these maps with other STRIVE partners, and gradually building a shared framework. For the STRIVE II Comprehensive Plan proposal, jurisdictions will need to describe the preliminary steps taken in this process for essential services and how these early mapping efforts are being used to strengthen their coordinated response to IPV.

RESPONSE

After completing the Scanning and Analysis, sites and stakeholders should prioritize identified risks, explore potential interventions, and then determine which evidence-based strategy best fits their community. Jurisdictions will be required to develop a comprehensive response that integrates one or multiple evidence-based strategies to reduce IPV while being survivor-centered and holding offenders accountable. In some cases, an effective strategy will involve implementing several responses. Jurisdictions will utilize the three core **strategies,** IPVI, LAP, and/or DVHRT, and select whichever approach or combination aligns best with their specific needs and capacities. These strategies are adaptable, allowing jurisdictions to tailor them to meet local requirements. Jurisdictions that selected a strategy in year one may revisit and revise that choice if, through STRIVE planning, all core partners agree that a different evidence-based strategy or combination of strategies is more appropriate. Ongoing training and technical assistance will be available through STRIVE Field Advisors, OPDV, and subject matter experts (SMEs) to support this process.

A Memorandum of Understanding (MOU) between partners must be established to clearly outline and agree upon expectations. In addition, during implementation, jurisdictions should develop **mission and vision statements** and focus on defining desired outcomes and develop relevant policies and procedures within participating agencies to support the coordinated community response

Implementing any chosen intervention will **require time**, with most model experts estimating at least a year, if not more, for full development and rollout. DCJS staff will provide technical assistance to ensure steady progress, supplemented by ongoing training and support opportunities.

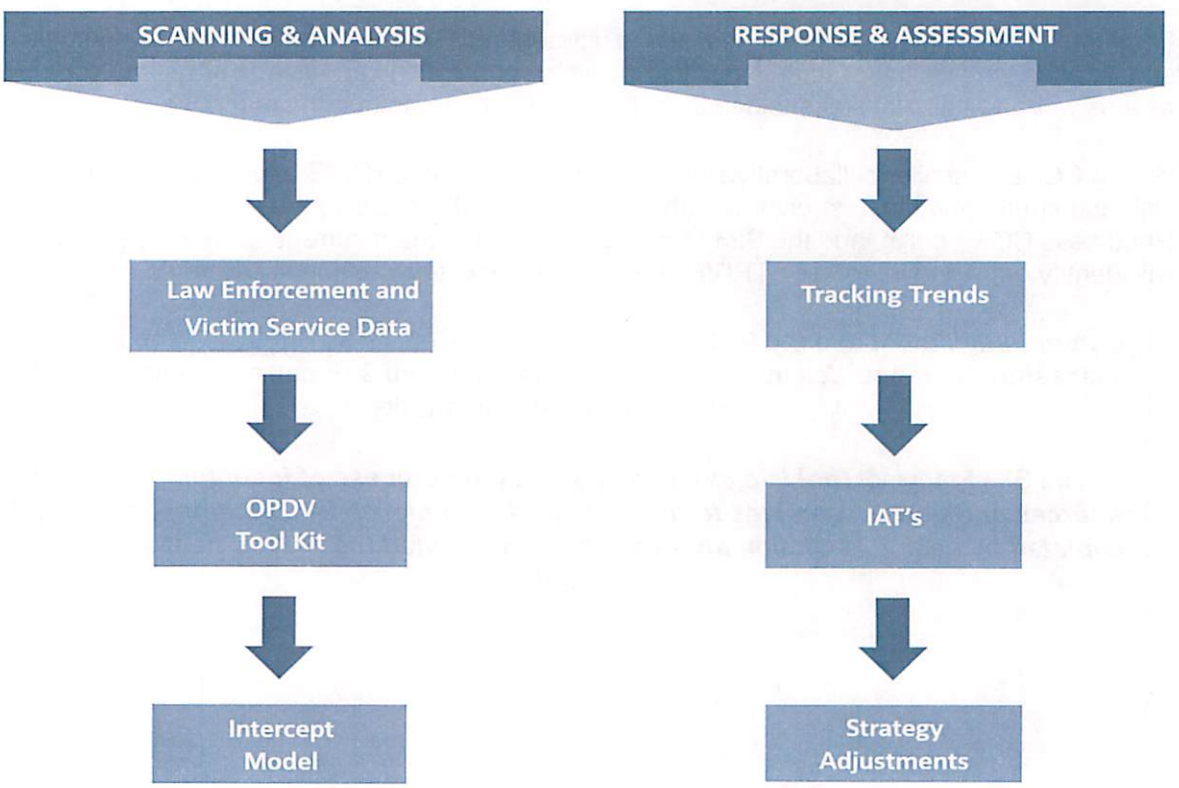
ASSESSMENT

Assessment and evaluation are critical throughout STRIVE development and implementation. An essential first step in building and institutionalizing any coordinated community response is assessing its previous effectiveness in achieving the desired outcome. Jurisdictions should address how they will monitor and assess their program's effectiveness and progress, and how they plan to identify any gaps in services.

Evaluation must be ongoing and encompass all aspects of the program, including team/partner/stakeholder performance, the intervention itself, implementation processes, and outcomes. Evaluation tools may include surveys (e.g., internal staff and community feedback), reviews of existing data (law enforcement, service providers, and jurisdiction-specific information), harm indexes and lethality tools, and more. The results of these evaluations should be shared with the team, shared with DCJS, and used for discussions on how the program can be improved or adjusted. Input from all partners, including victims and survivors, should also be incorporated to inform implementation and ensure that strategies are responsive to the needs of those most affected.

Assessment requires an understanding of the proposed plan's expected outcomes and a definition of qualitative and quantitative performance measures to determine whether the expectations were met. It also requires a clear picture of how strategies are expected to be implemented, the fidelity of their actual implementation, and periodic reviews of how the strategies can be modified and improved. This process should be ongoing to ensure continued effectiveness.

Monitoring tools provided or guided by the DCJS will include a quarterly Implementation Assessment Tool, formal and informal feedback from stakeholders and Field Advisors at jurisdictional meetings, meeting minutes, and crime data. See more information in the reporting requirements section below. Partners should be prepared to make changes and adaptations as needed.



Coordinated Community Response (CCR)

A Coordinated Community Response (CCR) to intimate partner violence should include a broad range of stakeholders whose roles affect victim safety, offender accountability, and system outcomes. While STRIVE funding may support a subset of core partners, jurisdictions are encouraged to build CCRs that extend beyond funded participants to include all agencies and organizations that serve victims, manage offenders, or shape access to services and supports. This ensures that the CCR reflects how IPV is actually experienced and addressed across the full community system.

This network should encompass community-based domestic violence service providers, crime victim services, and survivors who bring lived experience to inform the response. Law enforcement, district attorneys, courts, and representatives from community corrections, probation, parole, and reentry services play critical roles in enforcement, supervision, and case outcomes. Health and human services agencies, including departments of social services and public health or mental health, may also be important partners due to their roles in housing, benefits, behavioral health, and crisis response for victims and families. Hospitals and other healthcare providers can further support survivor safety and recovery. County executives, community leaders, education systems, grassroots organizations, and cultural and faith-based organizations contribute local knowledge, trust, and outreach capacity that are essential for an effective, community-grounded response.

Because each jurisdiction's IPV landscape is different, this list is not exhaustive. Communities should examine existing partnerships, identify which populations and needs are being served, and assess where additional stakeholders may be needed to strengthen the response.

Where CCRs or similar collaborative structures already exist, STRIVE efforts are intended to align with and strengthen those structures rather than replace them. Using the OPDV Assessment, Readiness CCR Toolkit, and the SIM Mapping Tool to document current partnerships, jurisdictions will identify gaps and integrate STRIVE strategies into existing community systems.

Communities must use the OPDV Assessment and Readiness CCR Toolkit **to assist with assessing the resources in the community and the status of current domestic violence practices in the community.**

The SIM Mapping ***Tool is a tool to assist with the process of identifying community resources and gaps in services for intimate partner violence intervention, and should be completed by each jurisdiction after they have completed the assessment and readiness tool.***

Goals and Objectives

Goals of the Initiative	Objectives of the Initiative
Increased victim safety by developing various methods to increase safety; from timely connection to services, to social support mechanisms and physical safety. Increased offender accountability. For example, by ensuring offenders face appropriate consequences including arrest, probation, or other consequences including referral to offender accountability programs, where appropriate and available. Decrease in violent IPV offenses. Decrease in IPV homicides. Development of an effective coordinated community response.	Implement proactive safety measures and tailored interventions to protect victims and reduce the risk of harm. Establish and enforce robust accountability frameworks to ensure offenders face appropriate consequences for their actions. Deploy targeted prevention and intervention strategies aimed at reducing the frequency and severity of IPV incidents.
Enhance all partners knowledge, skills, and application of evidence-based IPV strategies, with a focus on victim centered, trauma-informed, and culturally responsive approaches.	Provide continuous training, technical assistance, checklists, guidance, and support to all partners and practitioners engaged in IPV. Enhance risk assessment protocols and early intervention strategies to prevent potential IPV-related homicides. Strengthen interagency collaboration through shared responsibilities, and consistent communication

Evidence-Based Strategy Summaries

Below are core evidence-based strategies communities will leverage to address intimate partner violence. Communities are all different, and as such, they can and should tailor their strategies to address these varying needs. Each jurisdiction's Executive Board will oversee the initiative and will work together to ensure a coordinated community response.

Intimate Partner Violence Intervention (IPVI)

The National Network's Intimate Partner Violence Intervention (IPVI) identifies and deters individuals who commit intimate partner violence with the goal of reducing harm to victims through a collaborative partnership among law enforcement, domestic violence service providers, and the community. The strategy addresses all IPV offenders known to the criminal justice system. Through a tiered and parallel notification system, IPVI enables jurisdictions to intervene early in cycles of victimization through procedurally just messaging and notifications that communicate an intolerance of IPV and the consequences of continued offending, including utilizing all efforts to hold the highest-risk offenders accountable, including the use of evidence-based prosecutions, where appropriate. It also includes a parallel victim outreach structure that provides victim-survivors access to critical services, safety planning, and information about the IPVI partnership's stance on offending. IPVI Reference 1

The NIJ estimates recidivism rates as high as 80 percent among domestic violence offenders nationally. IPVI has demonstrated effectiveness in research and evaluations of several jurisdictional deployments, including the following examples:

As of 2020, the implementation of IPVI in Kingston resulted in a 36 percent decrease in reported DV incidents and a recidivism rate of less than 25 percent– significantly lower than the national average. Further reinforcing the reduction, the High Point, NC IPVI results found that the one-year recidivism rates among those notified in High Point were approximately 16 percent across all offender designations – also well below the national average.

IPVI Reference 2

The Domestic Violence High-Risk Team (DVHRT) Model

The Domestic Violence High-Risk Team (DVHRT) Model is a nationally recognized domestic violence homicide prevention framework identified by the Department of Justice, Office on Violence Against Women, as a "successful homicide reduction model." With a goal of preventing intimate partner homicides and near-lethal assaults, the Jeanne Geiger Crisis Center has successfully replicated the Model in a variety of jurisdictions across the country, including NYS.

The DVHRT Model consists of four core components: 1) early identification of the most dangerous cases through evidence-based risk assessment; 2) increased access to supportive services for high-risk victims; 3) increased offender monitoring and accountability, including the use of evidence-based prosecutions where appropriate, and 4) a coordinated response to high-risk cases through a multi-disciplinary team. DVHRT Model Reference 1

Research findings support that DVHRT can increase victim safety by providing victims with longer time periods in which they are protected from the risk of re-assault. These results, in combination with earlier findings, suggest that risk assessment and team monitoring can successfully meet the dual goals of increasing survivors' safety and offender accountability. For example, in Milwaukee in 2021, there were no lethal outcomes in domestic violence cases and a 12% increase in arrests over a two-year period after implementation.

The Danger Assessment for Law Enforcement (DA-LE) is an example of an evidence-based risk assessment. The DA-LE was developed through a researcher–practitioner partnership between the Jeanne Geiger Crisis Center and two leading researchers in the field of intimate partner homicide: Dr. Jacquelyn C. Campbell (PhD, RN, FAAN, Johns Hopkins University School of Nursing) and Dr. Jill Theresa Messing (MSW, PhD, Arizona State University School of Social Work). It was designed for use in court and includes a built-in cutoff score that classifies approximately 30 percent of cases as high risk. This allows decision-makers to focus on the most dangerous cases and to identify a manageable volume of cases for intensive risk management when implemented within a Domestic Violence High Risk Team (DVHRT).

DVHRT Model Reference 2

DVHRT Model Reference 3

DALE Reference 1

Lethality Assessment Program (LAP)

This program was established by Dr. Jaqueline Campbell in 1986 and first initiated in Maryland. The LAP is a subset of Dr. Campbell's lethality assessment and is an 11-question assessment tool that officers administer to anyone who has experienced intimate partner violence to determine their level of risk. If a victim screens as "high risk," the officer immediately connects them with a hotline and/or services to plan for their safety. Initiatives track the data on these efforts, and a multidisciplinary team plans intervention strategies for the highest-risk cases.

Significant research has been done on this model, which has been proven effective. The following is a comprehensive report and meta-analysis of LAP.

DOJ Lethality Assessment Program Reference

Setting the Context: Training the CCR Team

Increasing knowledge of intimate partner violence (IPV) is a foundational step toward its reduction. Training is essential to equip stakeholders with the skills and understanding necessary for effective intervention. This includes a basic review of the dynamics of domestic violence and intimate partner violence, an in-depth examination of risk factors that increase lethality, the principles of trauma-informed care, trauma-informed interview techniques, and the use of specific risk assessment tools relevant to their roles. The Division of Criminal Justice Services (DCJS) and the Office for the Prevention of Domestic Violence (OPDV) will continue to provide training and technical assistance to all stakeholders involved in implementing each jurisdiction's plan while strategy-specific training will be procured by each jurisdiction with the additional funds allocated for this purpose.

DCJS will host an in-person STRIVE II Kickoff Orientation on March 17, 2026, in Troy, New York. Click here to **register**. This one-day session will kick off the STRIVE II initiative and support sites in strengthening their STRIVE efforts by focusing on key implementation topics identified through STRIVE site feedback and DCJS Field Advisor input. The orientation will address key questions from STRIVE teams and provide additional guidance and support for year two planning and implementation.

Participation by STRIVE county representatives in DCJS trainings, STRIVE webinars, and related events is required to ensure consistency and effectiveness in program implementation.

Role-specific recommended training opportunities, including both online and in-person options, are linked **here.** Further training opportunities can be discussed with your STRIVE Field Advisor.

Implementation and Assessment Plans

Implementation Process

A deliberate and structured approach to implementation is essential for jurisdictions to effectively utilize the STRIVE framework and set themselves up for success. This phase, following plan approval, emphasizes collaborative, coordinated actions across partner agencies to establish sustainable practices and strengthen the competencies necessary to prioritize and reduce high-risk intimate partner violence. Successful implementation relies on active participation from core partners, with a focus on training and building expertise among leadership and line staff from law enforcement, domestic violence service providers, prosecution, probation, and community stakeholders, including local government and court representatives.

1. Establishing Leadership and Strategic Alignment

- The STRIVE II Executive Board, in partnership with key agency leaders, should oversee the strategic rollout and ensure alignment across all participating agencies.
- Early meetings should prioritize operational tasks, such as setting clear communication channels, incorporating confidentiality requirements, allocating resources, and defining responsibilities, with regular check-ins to reinforce alignment and progress.

2. Embedding Goals and Performance Benchmarks

- As implementation progresses, key stakeholders should refine the team's mission, solidifying measurable goals that align with STRIVE II vision. These benchmarks provide ongoing reference points for evaluating progress and adjusting as needed.
- Institutionalize your Coordinated Community Response (CCR) by creating a shared framework that tracks key intervention points and improves service delivery, ensuring that resources are mobilized effectively and meet community needs.

3. Incorporating New Stakeholders Responsibly

- During implementation, the need for additional stakeholders may emerge. The team should be equipped with a standardized process for integrating new partners, clarifying roles, and ensuring seamless collaboration with existing members, cognizant of sustainable growth and capacity.

4. Operational Oversight and Community Engagement

- With roles, resources, and timelines established, the team should formalize schedules, budgets, and training plans. Regular reviews enable continuous improvement and help maintain operational momentum.
- Engage the community and amplify survivors' voices by incorporating their input into program strategies through outreach and collaboration.
- To foster transparency and trust, consider community outreach initiatives such as press releases or informational articles to inform the public of STRIVE II objectives and progress.
- This structured implementation approach prioritizes sustainability, stakeholder competency, and shared accountability. By focusing on these elements, jurisdictions can

achieve STRIVE II goals and create a lasting impact on IPV reduction within their communities.

Fidelity Monitoring and Oversight

During the first year of STRIVE, jurisdictions were expected to complete the early phases of implementation outlined in the **Phases of Implementation Checklist**, including readiness activities, CCR development, selection of an evidence-based IPV reduction strategy (or strategies), and initial implementation steps. Recognizing that implementation is phased and iterative, jurisdictions will enter this next period at different points along that continuum. The checklist should now be used as a practical roadmap to determine where each jurisdiction currently stands, what foundational tasks remain, and what the appropriate next steps are, so that implementation work in this phase builds on the structures established in year one rather than restarting early-stage planning.

A fidelity and monitoring process is central to the STRIVE II initiative, ensuring that IPV reduction strategies are implemented effectively and achieve their intended impact. This process includes:

- Defining Expected Outcomes: Establishing qualitative and quantitative measures to evaluate progress toward IPV reduction goals.
- Implementation Fidelity: Monitoring adherence to STRIVE model and ensuring that strategies are carried out as designed. DCJS recognizes that implementation takes time and will provide continuous support to jurisdictions to progressively improve their fidelity.
- Continuous Improvement: Conducting periodic reviews to identify opportunities for modification and enhancement.

To support this assessment, jurisdictions are required to complete a quarterly Implementation Assessment Tool (IAT). The IAT serves as a structured reporting tool to document program progress, focusing on areas such as strategy implementation, problem-solving, and resource allocation. It also incorporates the SARA (Scanning, Analysis, Response, Assessment) model to guide jurisdictions in a problem-oriented approach to IPV prevention.

Budget and Funding

2026-2027 STRIVE II Budget/Funding Guidelines and Requirements

All funding provided must support program efforts during the contract period. It must supplement, not supplant, non-grant funds that would otherwise be available for expenditure on the strategy proposed. Section I below provides detailed information on allowable programmatic expenses.

All proposed budget requests must:

- Align with the strategy proposed.
- Promote and enhance the evidence-based strategies proposed.
- Include specific justification for each budget item and its role in the strategy.
- Define and justify the role of each funded agency in each element of the overall jurisdiction strategy to reduce IPV and IPV homicides.
- Provide funding to support the needs and resources of domestic violence service providers to effectively execute their role in the STRIVE II initiative.

Countywide Expansion and Local Training and Technical Assistance

County-wide Expansion
Jurisdictions pursuing county-wide expansion must document their expansion approach in the STRIVE II Comprehensive Plan, Budget Justification, and Budget Worksheet. Jurisdictions must identify each participating agency, specify which agencies are proposed for STRIVE Expansion Funding under the county-wide eligibility threshold described above, and describe the role each agency will play in the county-level coordinated community response.

Budgets must describe the funding required to support each funded partner's participation, including the costs associated with integrating newly participating law-enforcement agencies, increasing Domestic Violence Service Provider capacity, and strengthening county-level coordinated community response infrastructure. Budget details must reflect staffing, overtime, administration, coordination, and other operational costs necessary to support county-wide implementation. Where overtime is included, overtime costs must be explicitly itemized in the budget, and any agency that budgets for overtime under STRIVE must complete and submit a quarterly overtime tracking form to DCJS.

Training and Technical Assistance
Jurisdictions will document planned training and technical assistance activities in their STRIVE II Comprehensive Plan and will articulate related costs in the Budget Justification and Budget Worksheet in a manner that reflects STRIVE's defined training, technical assistance, and fidelity requirements, as well as the use of model-driven support provided through STRIVE strategy providers.

DCJS will coordinate with strategy providers to support continuity across jurisdictions, and STRIVE Field Advisors, the Office of Program Development and Funding, and DCJS staff will assist jurisdictions in planning, coordinating, and aligning training, technical assistance, and contracting with program requirements and state and local funding rules. For core strategies,

jurisdictions will contract directly with the appropriate strategy providers for the training, consultation, and implementation support required for their selected strategies.

Budgets will describe these costs with sufficient specificity to allow jurisdictions to scope, schedule, and sequence support to match local conditions while maintaining fidelity to the selected strategies. Jurisdictions will also identify and request the training and technical assistance resources needed beyond core strategies for personnel and partners to implement and sustain their STRIVE work. **Travel and training costs must be itemized separately and may not be combined.**

Budget Allocation

To determine budget allocations, each jurisdiction's STRIVE II Executive Board must define its program goals, objectives, population, and service offerings while accounting for overall operating costs.

Funding for domestic violence service providers must be made available to allow for full integration into the plan to reduce intimate partner violence.

Programs must ensure sufficient capacity for affirmative outreach to victims, including follow-up contacts and referral to appropriate services.

In jurisdictions with more than two police agencies, funding should be apportioned in a manner that reflects the scope and nature of the domestic violence problem across agencies. Overtime costs must be explicitly included in the budget. Any agency that budgets for overtime under STRIVE will be required to complete an overtime tracking form each quarter and submit it to DCJS along with the corresponding Implementation Assessment Tool (IAT).

State and Federal agencies are not eligible to receive STRIVE II funding, but coordination with them is required, and their roles should be clearly defined by the jurisdiction in their proposal.

Examples of allowable categories for funding for all STRIVE II jurisdictions include, but are not limited to, the following:

I. **Allowable Expenses**

a. **Personnel** – All personnel supported through STRIVE II funding, whether as agency employees or as contractors, must devote their workday, commensurate with the percentage of salary STRIVE supports, to working on the goals and objectives of the STRIVE II Strategy. Fully funded STRIVE positions may not conduct duties unrelated to the STRIVE Strategy. Requests for funding that do not clearly justify how the requested positions will support the comprehensive STRIVE plan or the enhancement of crime analysis for the STRIVE plan will not be considered.

b. **Domestic Violence Service Providers** – While DCJS has designated one OCFS-licensed service provider to serve on the STRIVE II Executive Board, all OCFS-licensed service providers and victim service providers operating within the county are eligible to receive funding, including county or local government domestic violence programs, provided the funding request aligns with the goals, objectives, and strategies outlined in the county's STRIVE II Comprehensive Plan. Proposals must clearly demonstrate how the funding will enhance service delivery, improve

outcomes, or support the implementation of evidence-based practices within the STRIVE II framework.

c. **Crime Analysts** – Each jurisdiction **must** include a dedicated crime analyst to support the county STRIVE II Comprehensive Plan development, implementation, and ongoing assessment.

d. **Information Sharing -** Jurisdictions are encouraged to explore methods of sharing resources, information, and data at the county, regional, and statewide levels that use crime analysis. Coordination with local domestic violence service providers for data may be warranted. However, any information gathered should be provided in the aggregate without client-specific information.

e. **Intelligence Development** – Budget requests that will enhance the agency's field intelligence capacity are acceptable. Requests for overtime funding for intelligence development efforts by sworn law enforcement personnel are acceptable, provided the requests are directly related to the STRIVE II Comprehensive Plan. Intelligence collection efforts relating to incarcerated individuals, as well as those under community-based supervision, are also acceptable uses of funding.

f. **Enforcement/Investigative Component** – Requests for overtime funding for additional investigative and enforcement operations by sworn law enforcement personnel conducted as part of the STRIVE II Strategy are acceptable, provided the requests are directly related to specific STRIVE Strategy enforcement efforts and are clearly articulated in the budget justification. Specific justification must be made as to why the operation cannot be carried out within standard working shifts.

g. **Travel Funds** – STRIVE funds must be used for travel to STRIVE-related meetings, trainings, and conferences sponsored or encouraged by DCJS (e.g., STRIVE orientation, technical assistance events, STRIVE trainings, and the annual Public Safety Symposium). Out-of-state travel supported with STRIVE funds must receive prior written approval from DCJS. Agencies should plan their requests to cover anticipated STRIVE-related travel costs.

h. **Training Funds** – STRIVE funds must be used to pay for training that directly supports the jurisdiction's STRIVE strategies (e.g., registration fees, instructor costs, and training materials). Agencies should identify and request the training resources needed for personnel and partners to implement and sustain their STRIVE strategies. Travel and training funds must be requested as separate line items and may not be combined.

i. **STRIVE Coordinator-** Jurisdictions are required to have a STRIVE Coordinator. This position will be fully funded under the STRIVE II Grant and will oversee and coordinate all STRIVE-related efforts. The STRIVE Coordinator will be responsible for the operational management of all aspects of the STRIVE II initiative, managing and maintaining strong working relationships and communication with stakeholders and project partners, and helping establish and manage program goals, initiatives, objectives, policies, and protocols. This position should be housed where information access is most efficient, either within the district attorney's office, the police agency, or the domestic violence service provider

j. **Equipment / Hardware –** Necessary equipment related to the STRIVE II Initiative may be considered on a case-by-case basis. When proposing allocating funds for equipment, hardware components, or software, jurisdictions should first review the Unallowable Budget Items section below. Jurisdictions should include a thorough justification for the proposed equipment, including how it is related to the STRIVE Initiative, how it will assist in accomplishing agency or partnership goals, and how the use of such equipment could be evaluated for effectiveness. Requests for equipment funding should be well-defined and will be carefully reviewed.

k. **Offender Accountability and Intervention Programs-** Funding can be used to support the development and implementation of offender accountability and intervention programs grounded in evidence-based practices. Current research underscores the importance of using risk and needs assessments to tailor interventions, ensuring they address the unique circumstances of individuals while fostering accountability and behavioral change. Effective programs should incorporate cognitive-behavioral learning strategies, culturally responsive approaches, and mechanisms for personal reflection and growth. Drawing on principles such as those outlined in the "Guiding Principles for Engagement and Intervention for People Who Cause Harm through IPV," interventions should emphasize trauma-informed and equity-centered practices that promote long-term transformation and reduce harm.

l. **Extreme Risk Protection Order (ERPO) Activities –** Funding may be used to support ERPO-related functions carried out by funded STRIVE partners in connection with intimate partner violence cases involving elevated risk. Eligible functions include ERPO case development, filing, service, and follow-up.

m. **Prevention and Engagement Activities –** Funding may be used to support community-based prevention and engagement activities that are aligned with the jurisdiction's STRIVE II Comprehensive Plan and designed to reduce intimate partner violence. These activities may include prevention planning, community education, outreach, and engagement efforts that complement STRIVE's risk-based and intervention-focused strategies.

n. **Listening Sessions and Survivor Engagement –** Funding may be used to support structured listening sessions with victims and survivors of intimate partner violence, including stipends or other participation supports to enable survivor engagement. These activities must be aligned with the jurisdiction's STRIVE II Comprehensive Plan and designed to inform program design, implementation, or improvement.

o. **Wrap-around Funds -** Funding can be allocated for flexible spending to address resource gaps, such as security cameras for victims, transportation to services, or emergency housing needs (e.g., emergency shelter or short-term rental assistance). This must be clearly specified in the budget narrative and program proposal and must supplement other grant funds, including the SAFE funds administered by OPDV, that may be available for this purpose.

p. **Indirect costs and expenses** for non-governmental agencies; capped at 15% of their budget.

q. **Lease or rental costs** for additional office, meeting, or program space needed to accommodate STRIVE-related staffing and service-capacity growth are allowable, with prior approval. Requests will be reviewed on a case-by-case basis and must include a clear justification.

II. Unallowable Budget Items

This section is new for STRIVE II and identifies unallowable uses of STRIVE grant funds to promote clear, consistent budgets and to ensure STRIVE funds are used appropriately. DCJS will review STRIVE II budget submissions against these guidelines as part of the funding review process.

STRIVE II funds may not be used to support the following purchases or expenses:

a. Services or Technology from entities that appear on the OGS Debarment list (https://ogs.ny.gov/debarred-and-non-responsible-entities) or on the state's Prohibited Entities List and which have been identified in the National Defense Authorization Act (NDAA) Section 889 - Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.
b. Support staff not explicitly tied to the STRIVE strategy
c. Indirect costs and expenses for any governmental agency.
d. Capital Projects
e. General office supplies, including office furniture.
f. Food purchases

III Budget Restrictions

The following restrictions apply to the STRIVE II Comprehensive Plan funding requests:

a. A jurisdiction's total STRIVE II Comprehensive Plan funding request (for all participating agencies in the county) may not exceed the maximum amount specified in the jurisdiction's tentative or final award notice.
b. Each STRIVE II jurisdiction must ensure that the funding amount for each agency noted in the county award letter is reflected in the final budget narrative and worksheet.
c. DCJS must formally approve the final submissions and will assist the jurisdictions on amending the submitted budgets if needed.
d. For jurisdictions with more than two police agencies, funding should be apportioned commensurate with the domestic violence problem. Overtime must be accounted for in the budget.

Grantees may contact the DCJS Office of Public Safety at STRIVE@dcjs.ny.gov with questions about the comprehensive STRIVE II plan development and proposed budgets.

STRIVE 2025-26 COMPREHENSIVE PLAN PROPOSAL REQUIREMENTS AND QUESTIONS

PART TWO

Proposal Narrative

STRIVE II Comprehensive Plan Proposal Narrative Response Requirements Instructions

STRIVE II Comprehensive Plan proposals submitted by all jurisdictions must include narrative responses to the following requirements describing the approaches and activities that participating agencies will use for intimate partner violence reduction and detail how grant funding will be distributed among participating agencies. Jurisdictions must use the guidance found in Part I of this document and all appendices when developing and describing their answers.

Please answer each response requirement in the section below when developing your narrative response for the STRIVE II Comprehensive Plan. **The narrative must include each funded partner's role for each Response Requirement noted below.**

Jurisdictions will be required to use the Alchemer link below when submitting your response. Specific directions are available at the link to assist with your submission.

Alchemer Link

In Year Two of the STRIVE initiative (STRIVE II), jurisdictions are expected to develop and document a comprehensive plan and process for addressing intimate partner violence (IPV). Because STRIVE remains a relatively new initiative and jurisdictions are at different stages of implementation, DCJS staff and STRIVE Field Advisors will continue to guide sites through each phase by providing training, technical assistance, implementation checklists, and related resources to support understanding of the core components and maintain momentum. This support structure is intentionally designed with the recognition that implementation is phased and developmental, and that jurisdictions may still be strengthening foundational elements as they move toward more advanced work.

The primary objective of the first year was to ensure that key considerations, resources, collaborations, and planning structures were established so that, by Year Two, sites would be positioned to implement additional components of the plan more fully. DCJS also recognizes that, for some jurisdictions, this foundational work will need to continue into STRIVE II. The STRIVE framework and accompanying tools are therefore designed to accommodate this variation in readiness and to support jurisdictions as they refine and complete the development of their overall comprehensive plan.

Narrative Response Questions:

1. **Describe the local issues that contribute to IPV-related crime in your jurisdiction:**

   Summarize the findings from your Scanning process, including results from OPDV's Community Readiness and Assessment Tool (uploaded via Alchemer). Describe your use of OPDV's toolkit, including whether it has been completed, whether STRIVE efforts have been expanded county-wide, whether additional agencies have been added to the STRIVE team, and whether any portions of the toolkit remained incomplete in the previous year.

   Identify any gaps in services or resources related to preventing and responding to IPV in your jurisdiction and explain how these gaps will be addressed in your STRIVE II strategy. The Sequential Intercept Model (SIM) should be used as a key tool for identifying and organizing these gaps across the system.

2. **Did you begin implementing your evidence-based strategy during STRIVE I?**

   - If yes: What issues arose during early implementation, what remains unresolved, and what is your plan to reach full implementation in STRIVE II (Year 2) (key actions, responsible parties, timeline)?
   - If no: What conditions were not in place to initiate implementation in STRIVE I, and what is your plan to begin implementation in STRIVE II (Year 2) (key actions, responsible parties, timeline)?

3. **Provide a summary of data from the last five years related to IPV in your jurisdiction:**

   Summarize IPV-related trends over the most recent five-year period. At a minimum, your summary should include:

   Police and Victim Service Data

   - The number of Domestic Incident Reports (DIRs) involving intimate partners
   - The number of DV calls for service involving intimate partners
   - The number of intimate partner simple and aggravated assaults
   - Where your current data infrastructure allows, you should also include data on intimate partners:
     - Contempt
     - Strangulations
     - Stalking
     - Homicides

   - Victims served by non-residential service providers and sheltered by domestic violence service providers (if applicable)
   - High-risk IPV cases (if applicable)
   - Total number of risk assessments conducted
   - Filings for Family Offense Petitions
   - Orders of Protection issued

Probation Data:

- Total number of offenders sentenced to probation for an IPV offense
- Number of those offenders ordered to attend a Batterer's Intervention Program (BIP), if one exists
- Number of offenders who successfully completed the BIP

Prosecution Data (per year):

- Total number of IPV cases handled by the prosecutor's office
- Number of cases resolved by plea of guilty, including those with a charge reduction (identify the original charge and the reduced plea)
- Number of cases resolved by conviction after trial (indicate guilty or not guilty and the offense of conviction)
- Types of sentences imposed, where available

Use DCJS-provided data and your IAT data responses as the foundation for this summary, and work with your STRIVE crime analyst and, where applicable, your Regional Crime Analysis Center to compile and interpret these data.

4. **How will you identify high-risk offenders and victims and shape your strategy?**

   - Identify which lethality assessment tool your agency will utilize and describe the criteria and methodology used/ or which will be developed to identify high-risk offenders or victims who are suffering abuse at the hands of these offenders and explain how these findings will inform your strategy.

5. **Describe your plan for monitoring high-risk offenders and ensuring stakeholder engagement**:

   - Detail how the monitoring plan will ensure engagement from all necessary partners and how progress on monitoring high-risk offenders will be tracked over time.

6. **Describe your plan for Coordinated Community Response, including any planned expansion of partner participation (up to and including county-wide partners).**

   - Explain how your jurisdiction will structure and use a CCR to share responsibilities across partner agencies, conduct resource mapping, identify gaps, and align resources to better address IPV.
   - If you are expanding partner participation (e.g., adding new agencies/providers or moving toward county-wide engagement), describe which partners will be added, why, and how they will be integrated into governance, roles/responsibilities, and routine coordination.
   - Describe how your CCR will adhere to the program's survivor-centered, trauma-informed, and culturally responsive core principles.

7. **Describe the Evidence-based Strategies that you have selected and your implementation plan.**
   - Specifically, outline and identify why this strategy was chosen and any issues, concerns, or obstacles that may hinder the implementation, and how leadership and partners will collaborate to overcome these challenges.
   - Provide a clear plan, identifying the roles of all partners, the core STRIVE elements (people, alignment, evidence-based strategies, engagement, skilled staff), and any external resources needed.

8. **Describe your plan for supporting victims and ensuring stakeholder engagement**:
   - Detail how the support plan will ensure engagement from all necessary partners and how progress on supporting victims/survivors will be tracked over time

9. **Describe your jurisdiction's plan to institutionalize evidence-based strategies into broader IPV efforts**:
   - Discuss sustainability concerns and how you will ensure long-term success for your chosen strategy, including funding and resource management.

10. **Describe your plan for ongoing assessment and improvement of your STRIVE II Comprehensive Plan**:
    - Explain the role of the crime analyst and/or local Crime Analysis Center (CAC) in monitoring progress and conducting program evaluation, and how local data and tracking will be used to make iterative improvements.
    - Explain how the jurisdiction will ensure all partners are aware of various strategies, processes, and procedures required for each strategy.

11. **Detail how procedural justice principles will be incorporated into your plan**:
    - Summarize how policies, practices, and culture have been adapted to align with modern policing models and how procedural justice will be maintained throughout implementation, including how the plan will be survivor-centered, trauma-informed, and culturally responsive.

12. **Explain how STRIVE II partners will participate in community engagement and community-based initiatives.**
    Describe how partners will engage the community and incorporate community-based perspectives into both planning and implementation. Your response should address the following:

    - Community, victim, and survivor engagement: Outline how the community, victims, and survivors will be involved in developing the STRIVE II plan and how jurisdictions will provide ongoing updates to keep them informed throughout implementation. This should include participation in Gender-Based Violence Regional Council (GBVRC) meetings to gather input, share progress, and refine strategies over time.
    - Survivors' voices and victim service provider roles: Provide specific clarification of the role of survivors' voices and domestic violence victim service providers, including how the victim's voice will be incorporated into case discussions and decision-making to ensure lived experience meaningfully informs practice and outcomes.
    - Collaborative programming, outreach, and services: Describe the programming, outreach, and services that will be delivered collaboratively and explain how each STRIVE II partner will contribute to and support these community-based initiatives.

13. **Please identify any additional training and technical assistance your jurisdiction is planning to support the successful implementation of your selected evidence-based strategy(s),** and specify how each STRIVE partner (e.g., law enforcement, probation, prosecution, domestic violence service providers, courts, community-based organizations) will be included.

14. **Budget Narrative**:

    - Detail the allocation of funds and how each budget item will support the goals of the STRIVE II strategy and broader IPV reduction efforts.

15. **Budget Worksheet**:

    - Submit a completed worksheet detailing the financial breakdown of the proposed strategy.

16. **Provide signed MOUs**:

    - Include copies of all signed Memorandums of Understanding (MOUs) with partnering agencies.

This Space Intentionally Blank

APPENDICES and REFERENCES

STRIVE Eligible Counties and Police Agencies

ELIGIBLE COUNTIES:

- **Albany** (Albany Police Department, Colonie Town Police Department, Cohoes City Police Department)
- **Broome** (Binghamton Police Department, Endicott Village Police Department, Johnson City Police Department, Vestal Town Police Department)
- **Cayuga** (Auburn Police Department)
- **Chautauqua** (Dunkirk City Police Department, Jamestown Police Department)
- **Dutchess** (Hyde Park Town Police Department, City of Poughkeepsie Police Department, Town of Poughkeepsie Police Department, Wappingers Falls Village Police Department)
- **Erie** (Amherst Town Police Department, Buffalo Police Department, Cheektowaga Town Police Department, Tonawanda Town Police Department)
- **Genesee** (Batavia Police Department)
- **Jefferson** (Watertown Police Department)
- **Monroe** (Greece Town Police Department, Rochester Police Department)
- **Niagara** (Lockport City Police Department, Niagara Falls Police Department, North Tonawanda City Police Department)
- **Oneida** (Rome City Police Department, Utica Police Department)
- **Onondaga** (Syracuse Police Department)
- **Orange** (Goshen Village Police Department, Middletown Police Department City of Newburgh Police Department, Newburgh Town Police Department, Port Jervis City Police Department, Walden Village Police Department, Wallkill Town Police Department
- **Rensselaer** (Troy Police Department, Rensselaer City Police Department)
- **Schenectady** (Rotterdam Town Police Department, Schenectady Police Department)
- **Suffolk** (Suffolk County Police Department)
- **Westchester** (Mamaroneck Village Police Department, Mount Vernon Police Department, New Rochelle City Police Department, Ossining Village Police Department, Peekskill City Police Department, White Plains City Police Department, Yorktown Town Police Department, Yonkers Police

Appendix: STRIVE Service Providers

Below are the lead service providers designated for inclusion on the STRIVE Executive Board. For a full list of all OCFS-approved service providers in your county, click here.

COUNTY	PROVIDER NAME	PROVIDER LOCATION	PROVIDER PHONE NUMBER
Albany	Equinox, Inc.	500 Central Ave. Albany, NY 12206	Business (518) 434-6135 x5312
Broome	Crime Victim's Assistance Center	377 Robinson St. Binghamton, NY 13904	Business (607) 723-3200
Cayuga	Cayuga/Seneca Community Action Agency, Inc.	89 York St. Auburn, NY 13021	Business (315) 255-1703
Chautauqua	Salvation Army of Jamestown	83 South Main St. P.O. Box 368 Jamestown, NY 14702-0368	Business (716) 664-4108
Cortland	YWCA of Cortland, New York Inc.	14 Clayton Avenue Cortland, NY 13045	Business (607) 753-9651
Dutchess	Family Services, Inc.	29 North Hamilton St. Poughkeepsie, NY 12601	Business (845) 452-1110
Erie	Child & Family Services of Erie County	330 Delaware Ave. Buffalo, NY 14202	Business (716) 842-2750
Fulton	The Family Counseling Center of Fulton County, Inc.	11-21 Broadway Gloversville, NY 12078	Business (518) 725-4310
Genesee	YWCA of Genesse County	301 North St. Batavia, NY 14020	Business (585) 343-5808
Jefferson	Victims Assistance Center of Jefferson County, Inc.	418 Washington St. Watertown, NY 13601	Business (315) 782-1823
Monroe	Willow Domestic Violence Center of Greater Rochester Inc.	P.O. Box 39601 Rochester, NY 14604	Business (585) 232-5200 x223
Nassau	The Safe Center of LI, Inc.	15 Grumman Road West, Suite 1000 Bethpage, NY 11714	Business (516) 465-4700
Niagara	YWCA	542 6th St. Niagara Falls, NY 14301	Business (716) 278-9662
Oneida	YWCA of the Mohawk Valley	7 Rutger Park Utica, NY 13501	Business (315) 732-2159
Onondaga	Vera House, Inc.	723 James St. Syracuse, NY 13203	Business (315) 425-0818
Orange	Fearless! Hudson Valley, Inc.	P.O. Box 649 Newburgh, NY 12551	Business (845) 562-5365
Rensselaer	Unity House of Troy, Inc.	2431 Sixth Ave. Troy, NY 12180	Business (518) 274-2607
Schenectady	YWCA of Schenectady	44 Washington Ave. Schenectady, NY 12305-1799	Business (518) 374-3394
Suffolk	L.I. Against Domestic Violence	3285 Veterans Memorial Highway, Suite A-13 Ronkonkoma, NY 11779	Business (631) 666-7181
Westchester	Hope's Door, Inc.	50 Broadway, Suite 01 Hawthorne, NY 10532	Business (914) 747-0828

Appendix: STRIVE Contract Specific Requirements

Each agency is contractually required to meet various requirements, which are closely monitored by DCJS staff.

A. Monthly Stakeholder Meetings

Jurisdictions must hold monthly meetings with IPV-focused stakeholders to facilitate coordination, accountability, and engagement. These meetings are intended to:

- **Coordinate Day-to-Day Implementation:** Review ongoing STRIVE II activities, service delivery, and interagency coordination to ensure consistent execution of the Comprehensive Plan
- **Identify and Address Operational Barriers:** Surface implementation challenges, staffing or process issues, and cross-agency gaps that require adjustment or technical assistance
- **Track Progress and Follow-Up Actions:** Monitor agreed-upon action items, timelines, and responsibilities to maintain momentum and shared accountability across partners.

Submission: Meeting minutes should be documented using the STRIVE II Meeting Minutes Template and submitted to the STRIVE II Field Advisor within 7days following each meeting. Please submit the meeting minutes to the STRIVE email box at STRIVE@dcjs.ny.gov.

B. Quarterly Executive Meetings

Jurisdictions must hold quarterly executive meetings with executive-level IPV-focused stakeholders to review STRIVE II implementation, promote accountability, and address system-level issues.

- **Review High-Level Trends and Performance:** Examine IPV trends, strategy performance, and key outcomes to assess whether implementation is aligned with STRIVE II goals.
- **Address System-Level Barriers and Decisions:** Resolve cross-system issues, policy or resource constraints, and executive-level decisions that cannot be addressed at the operational level.
- **Set Direction and Expectations for the Next Quarter:** Confirm priorities, executive commitments, and expectations for agencies and partners moving into the next reporting period.

Submission (Quarterly Executive Meetings): Meeting minutes must be documented using the STRIVE II Meeting Minutes Template and submitted to the STRIVE II Field Advisor within 7 days following each quarterly meeting. Please submit meeting minutes to the STRIVE email box at STRIVE@dcjs.ny.gov.

C. Implementation Assessment Tool (IAT)

Each jurisdiction is required to submit the **Implementation Assessment Tool (IAT)** on a quarterly basis. The IAT allows jurisdictions to reflect on their progress, assess implementation fidelity, and document their Coordinated Community Response (CCR) efforts, capturing a comprehensive picture of IPV reduction initiatives. Key areas to cover in the IAT include:

- **Program Development and Progress**: Provide an update on the implementation of IPV strategies, including successes, challenges, and areas for improvement.
- **Coordinated Community Response (CCR)**: Document efforts to engage relevant stakeholders—including law enforcement, domestic violence service providers, healthcare professionals, and community organizations. The CCR section should detail:
    - **Resource Mapping**: Identify and organize local resources to address service gaps, ensuring comprehensive support for IPV survivors.
    - **Interagency Collaboration**: Describe communication and coordination efforts among agencies to ensure a unified approach to case management and survivor support.
    - **Accountability and Role Clarity**: Outline the roles and responsibilities of each agency involved in IPV prevention to prevent overlap and ensure coordinated action.

D. Data Submission Requirements

DCJS, in coordination with the Office of Justice Research and Performance (OJRP), is developing a formal STRIVE II data submission framework, including required data items and reporting standards. Once finalized, this framework will be communicated to all STRIVE jurisdictions and incorporated into future reporting cycles.

Each quarterly report will include specific data points related to IPV metrics, ensuring tracking of program outcomes in the following areas:

- **Domestic Incident Reports (DIRs):** Track the number of DIRs completed by each jurisdiction, specifying the percentage related to IPV and those involving strangulation or a firearm.
- **IPV Incident Data**: Document the total number of intimate partner incidents, simple and aggravated assaults, Contempt, Strangulations, Stalking, Homicides, and High-risk IPV cases (if applicable)
- **Service Provider Data:** Report the number of IPV victims served by domestic violence service providers, including victims from the STRIVE community served and sheltered with quarterly updates.
- **Probation Data**: Report the total number of offenders sentenced to probation for an IPV offense, the number of those offenders ordered to attend a Batterer's Intervention Program (BIP) if one exists, the number who successfully completed the BIP, and the way probation cases were closed (e.g., successful completion or revocation).
- **Hotline and Service Data:** Include data on local hotline calls and the type of services provided to further understand and address community needs.
- **Prosecutorial Data:** For each year, report the total number of IPV cases handled by the prosecutor's office, the number resolved by a guilty plea (including pleas involving a charge reduction, with the original charge and reduced plea identified), the number resolved by trial conviction (indicating guilty or not guilty and the offense of conviction), and the types of sentences imposed, where available.

E. Compliance and Monitoring

Compliance with STRIVE II reporting requirements includes timely and accurate data submissions each quarter. Failure to submit complete and compliant reports may result in a temporary suspension of contract payments until the jurisdiction meets all requirements.

These reporting requirements ensure comprehensive program development tracking and provide essential data for evaluating progress and identifying areas requiring additional support. Collaboration between STRIVE Field Advisors and IPV stakeholders will be crucial for achieving the initiative's goals.

F. Ongoing Requirements

Regional Networking and Collaboration

Throughout the contract cycle, DCJS may organize regional roundtable meetings to foster cross-jurisdictional collaboration. These sessions allow jurisdictions to share insights, discuss IPV trends and exchange effective practices. Designated representatives from each jurisdiction are required to attend.

G. STRIVE Monitoring Tool Guidance Document

The STRIVE Monitoring Tool Guidance Document is a comprehensive resource developed to assist jurisdictions in managing their STRIVE reporting requirements. It provides instructions and detailed guidance for accurately completing required monitoring and reporting tasks, including Implementation-Assessment Tools (IATs), Overtime Trackers, and compliance metrics.

- The document also clarifies reporting expectations, timelines, scoring methods, and the relationship between compliance, adherence, and future STRIVE funding. This guide ensures jurisdictions clearly understand the requirements and expectations necessary to maintain program fidelity, document progress, facilitate interagency collaboration, and effectively implement evidence-based strategies throughout their initiative activities.

- To Access the **STRIVE Monitoring Tool Guidance Document on Google Drive,** click here

H. STRIVE Probation Model

The STRIVE Probation model is a uniform approach to the investigation and supervision (interim or sentenced) of individuals convicted of crimes related to intimate partner violence (IPV) in the STRIVE counties in New York State.

While this model focuses on IPV related convictions, it is recognized that a department's participation in STRIVE is not limited to this population and may also include those with a history of IPV. It may be understood that an individual's conviction may not directly indicate IPV on its face value, which is why it is important to examine all cases to determine if this behavior is at the root of the offense.

Probation departments in STRIVE jurisdictions shall establish a written domestic violence agency policy in line with the elements of this model to include intimate partner violence that addresses accountability and victim safety. Whenever possible, probation departments in STRIVE jurisdiction should also designate specially trained probation officers/unit to supervise STRIVE probation cases.

In counties where pre-trial supervision is conducted by probation, consideration of approaches that enhance victim safety and hold individuals accountable should be encouraged.

This model is intended to promote victim safety as well as maximize accountability and reduce re-arrest/recidivism of high-risk individuals under probation supervision. It also incorporates a

coordinated community response as an effective way to address the behaviors of individuals who commit acts of IPV.

Probation departments should coordinate with the courts and District Attorney's Office, to ensure that Pre-Sentence (or Pre-Plea) Investigations are ordered on all individuals convicted of (or considering plea to) an IPV related crime.

Probation Directors should also discuss with the judiciary the importance of directing the STRIVE case to report to the probation department promptly within 24 hours of pre-trial release or disposition, as well as the importance of prompt judicial response to violations of probation for this population. Probation departments should also gain familiarity with the various danger assessments utilized by law enforcement.

The following are required elements of the STRIVE Probation Model for those individuals adjudicated or convicted of intimate partner violence crimes and are to be implemented by probation departments receiving STRIVE funding from DCJS.

Required Elements of Investigations for Probation STRIVE cases

The following enhanced elements are supplemental to the required practices outlined in Title 9 NYCRR Subtitle H Part 350, Investigations and Reports:

- Document history of orders of protection, including historical and active, total number, victims, time frames between orders, and violations.
- Examine and document past and present relationships, as well as multiple records and sources, for patterns of abuse and response to prior interventions.
- Note level of compliance with any prior or current batterer program/accountability program.
- Conduct Crime Analysis Center inquiry to gather historical information on the STRIVE case.
- Verify pistol permit and firearm surrender and inquire about non-licensed firearms.
- Collaborate with a victim advocate to assist with obtaining victim impact statements where available in a safe, trauma-informed manner, providing appropriate referrals, and providing information on confidentiality
- Conduct the full COMPAS-R risk/need assessment to identify criminogenic risk and needs and inform recommendations, classification, and case planning.
- Utilize an approved interpreter if the officer is not fluent in the language of the individual subject being interviewed. Do not allow the individual's family members, children, or friends to translate.

Conditions of Probation

- In addition to the mandatory and discretionary conditions imposed by the sentencing court, conditions that are accountability-focused are to be recommended to the court. These should include:
  - Enrollment and participation in an accountability program.
  - No possession of weapons or anything construed to be a weapon by the probation department.
  - Abide by all active orders of protection and provide any orders to the probation department that are ordered throughout the term of supervision.
  - Submit to phone and electronic device searches as deemed appropriate.
  - Comply with electronic monitoring if ordered.

- No hunting license or pistol permit.

Required supervision elements for Probation STRIVE cases:

The following enhanced elements are supplemental to the required practices outlined in Title 9 NYCRR Subtitle H Part 351:

- Classify as High-Risk cases pursuant to Title 9 NYCRR Part 351 "Probation Supervision" for a minimum of six months. Thereafter, the individual under supervision may be re-classified to medium risk, only when found to be in full compliance with the order and conditions of probation, including participation in services and other program requirements, and remaining arrest-free. STRIVE cases should never be reduced to a low-risk classification.
- Review case file for the existence and content of all documents pertinent to the case, including the PSI, orders of protection, victim statements, child custody/visitation orders, DIRs, etc.
- Ensure the full term of probation supervision is served.
- Promptly contact the STRIVE case manager by phone, letter, or electronic methods to schedule the initial interview.
- Outline supervision expectations to the STRIVE case at the initial interview, including any local policies that outline graduated responses as well as circumstances that would result in automatic Violation of Probation petitions.
- Conduct a search of the Order of Protection Registry and Domestic Incident Report Repository at the onset of supervision and periodically during supervision.
- Utilize DVSI-R to assist with supervision decisions and accountability.
- Refer the STRIVE case to a department-approved accountability program and collaborate with these programs throughout the case's involvement with these services.
- Review active order(s) of protection and ask the STRIVE case if any others exist. If so, obtain details and direct the individual to provide a copy for the case file.
- Collaborate with victim advocates to discuss the elements of supervision and any safety concerns of the victim in a safe manner.
- Notify, review, and sign the Firearms prohibition notice with the STRIVE case, available on the Integrated Justice Portal.
- Register LENS and/or conduct DMV searches to verify license status when applicable.
- Provide victim/survivor referrals to the local OCFS licensed and/or approved domestic violence program if not initiated at an earlier stage, and continue to work with victim advocates for ongoing services.

STRIVE and the Office of Crime Analysis and Strategic Partnerships

The New York State Division of Criminal Justice Services (DCJS) Crime Analysis Center Network (CACN) is comprised of eleven (11) Centers strategically positioned across New York State that provide crime analysis, investigative, and real-time crime support services to police, prosecutors, and other law enforcement stakeholders within their area of responsibility. Staffed with crime analysts serving various disciplines and services, as well as sworn and other Intel staff from multiple local, state, and federal agencies, their collective mission is to aid agencies in their efforts to respond and investigate criminal activity, along with supporting the development of evidence-based crime reduction strategies within their respective communities.

Specific Capabilities:
Crime analysts assigned to the Crime Analysis Center within the STRIVE II initiative may be positioned within the appropriate Crime Analysis Center, where they will have access to training and all CAC resources, services, and capabilities. This will include access to:

- CACN law enforcement RMS federated search tool (350+ agencies)
- NYS and County Correctional Data
- LPR, DOCCS, Probation GPS Services, and Municipal Camera systems.
- NYS and ATF Crime Gun Intelligence Services
- NYNJ High Intensity Drug Trafficking Areas (HIDTA) OD Reporting

Assigned staff will have the capacity and/or access to develop various services in support of STRIVE, including:

- Domestic Violence Incident Analysis
  - Prolific Offender Work-Up
  - Top Offender Analysis, including Lethality Assessment analysis.
  - Geo-spatial (hot spot) Analysis, if applicable
- Cell Phone Analysis
- Link Analysis
  - Real-Time Crime and Investigative Support Services
  - Social Media Analysis
- Development and evaluation of Evidence-Based Practices in support of STRIVE II.

Role Specific Training Recommendations

Title/ Rank Training	Patrol/ Line Level	Supervision	Liaison Supervisor DV Unit	Investigation	Administration
The Crime of Domestic Violence Roll-Call Video; Wheels - Domestic Abuse Intervention Programs	X	X	X	X	X
Procedural Justice	X	X	X	X	X
OPDV Model Training-Model Policy	X	X	X	X	X
OPDV Lethality Assessment and the CAC	X (Lethality Assessment)	X (Lethality Assessment)	X	X	
Introducing OPDV's Three Pillars: A Foundation to Serve Survivors of Gender-Based Violence	X	X	X	X	
OPDV CCR			X		X
Trauma Informed Network Enhancing Law Enforcement Response to Victims (ELERV) | International Association of Chiefs of Police The Impact of Trauma: A Trauma-Informed Lens and Response Webinar	X	X	X	X	
Identifying and Incorporating Core Principles of Victim-Centered and Trauma-Informed Response Trauma Informed Interviewing FETI® Forensic Experiential Trauma Interview; Helping Victims Retrieve and Disclose Traumatic Memories			X	X	

Training Recommendations (Page 1 of 3)

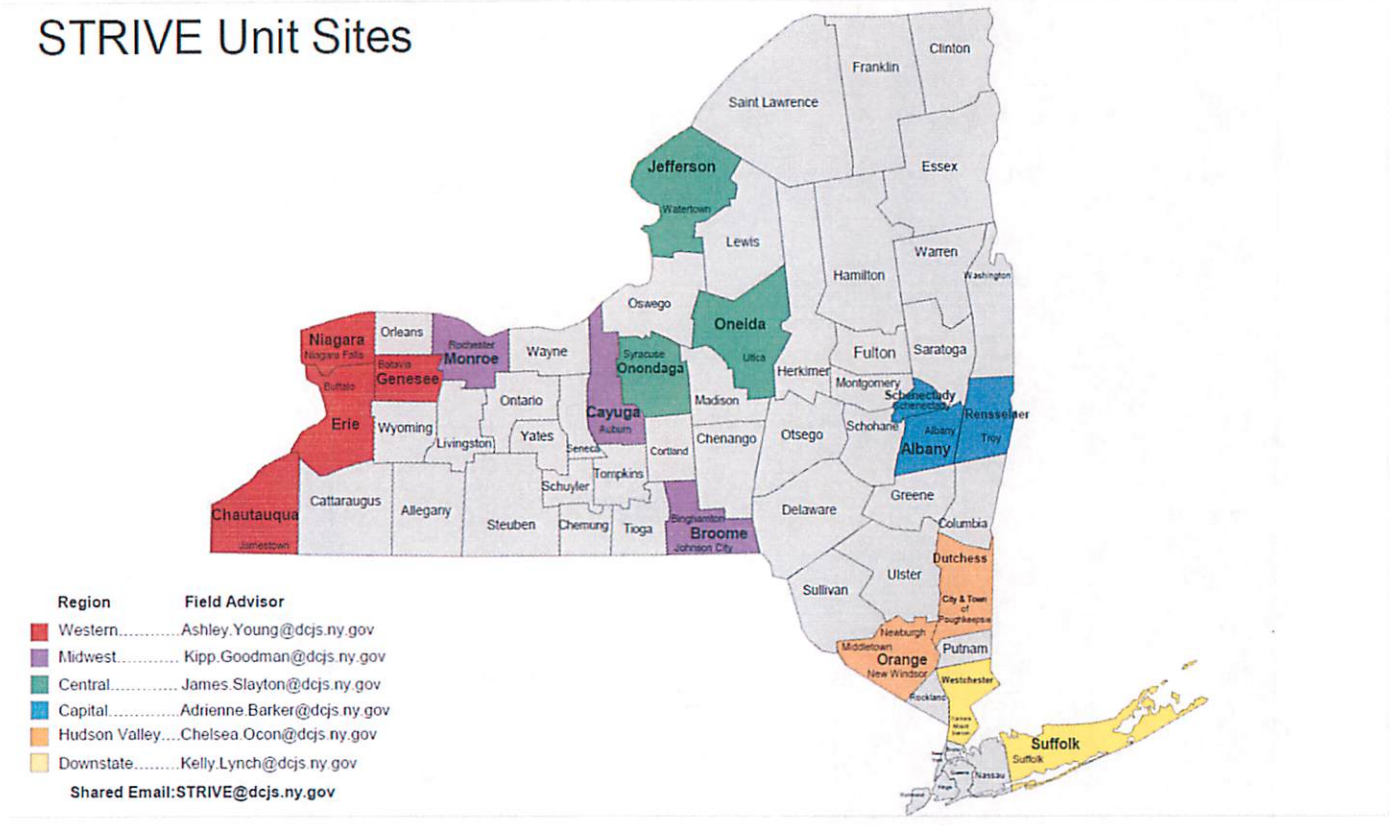
Title/ Rank Training	Patrol/ Line Level	Supervision	Liaison Supervisor DV Unit	Investigation	Administration
Danger Assessment		X	X	X	
Stalking Investigations Promo; Strangulation Investigation Roll Call Training; Determining Predominant Aggressor and Self Defense Roll Call Training; On-Demand Trainings | ICCR'; Lethality Risk Factors Series: Stalking - DV RISC	X	X	X	X	
Lethality Risk Factors Series: Recent Separation - DV RISC	X	X	X	X	
Online Strangulation Training; Lethality Risk Factors Series: Strangulation - DV RISC; Investigating Strangulation; Strangulation Supplement Expanded v28	X	X	X	X	
Faces of Human Trafficking: An Introduction; Building Police Agency Capacity: A Toolkit for Human Trafficking Investigations; The Intersectionality of Domestic Violence and Human Trafficking	X	X	X	X	

Training Recommendations (Page 2 of 3)

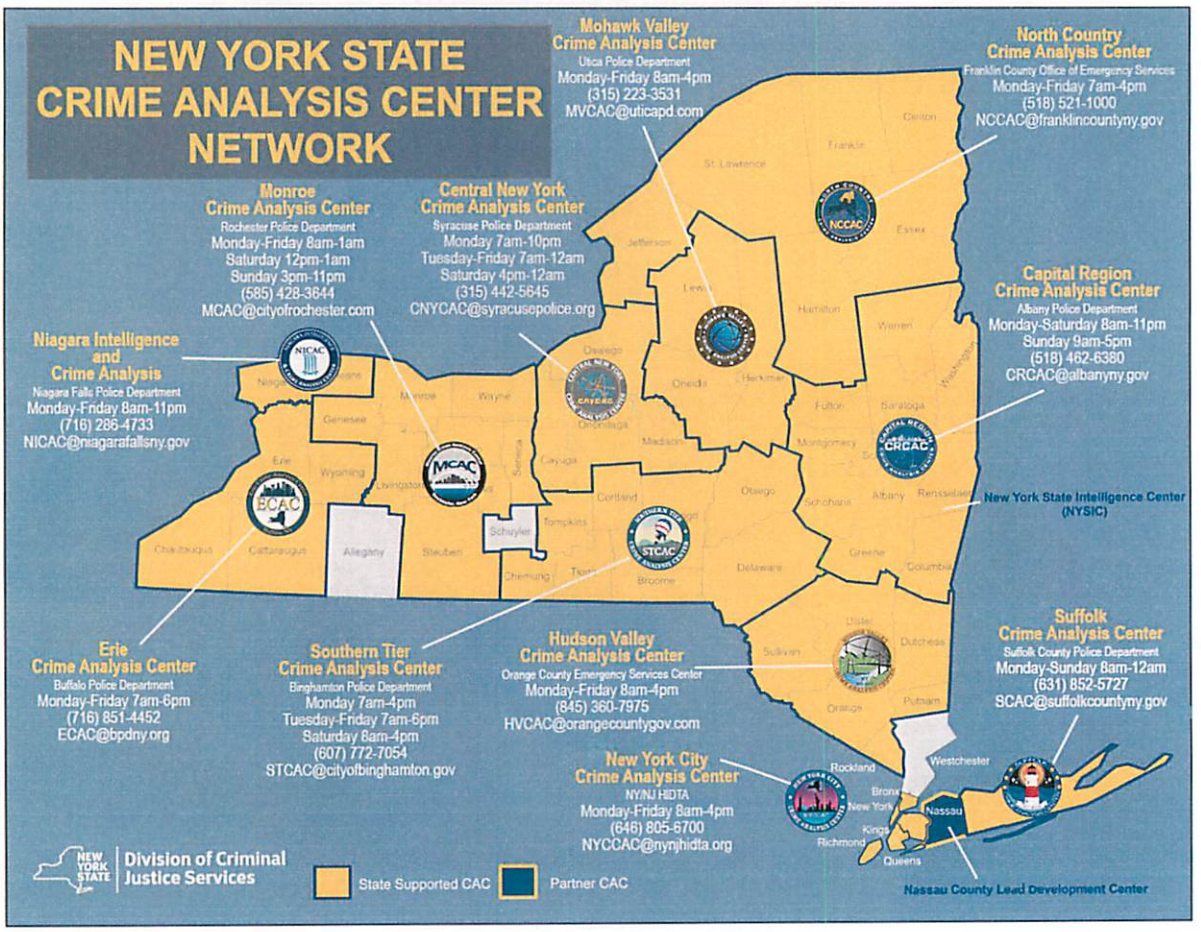
Title/ Rank Training	Patrol/ Line Level	Supervision	Liaison Supervisor DV Unit	Investigation	Administration
Animal Abuse & Domestic Violence; Understanding the Link Between Animal Abuse and Family Violence - American Humane Society; NYSAPF – The advocacy voice of NY's animal shelters	X	X	X	X	
Documenting and Advancing Promising Practices in Law Enforcement Victim Support: Agency Self-Assessment Tool for Law Enforcement Victim Support;			X		X
Community-Readiness-Toolkit-TOC.pdf; Agency Self assessment tool-IACP	X	X	X	X	X
DCJS Public Safety Symposium	X	X	X	X	X
STRIVE Webinar Series	X	X	X	X	X

Training Recommendations (Page 3 of 3)

Map of STRIVE Jurisdictions



Map of Crime Analysis Centers



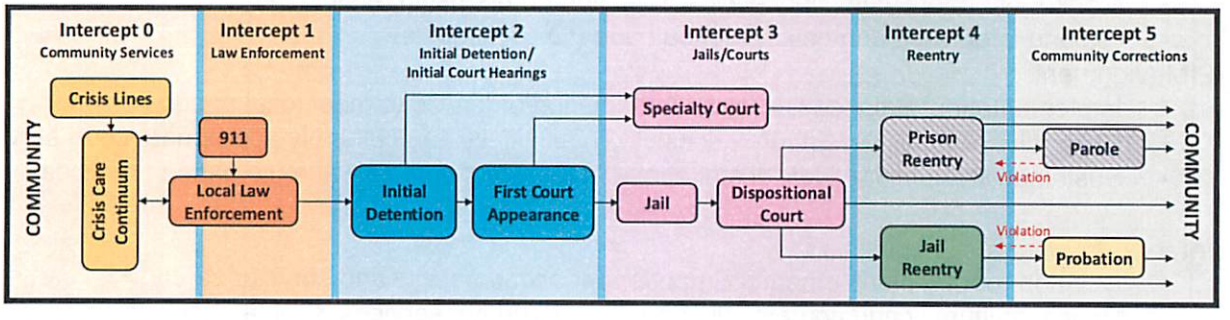
Sequential Intercept Model Mapping Tool

The Sequential Intercept Model should be developed collaboratively with all Coordinated Community Response (CCR) stakeholders to provide a shared reference tool. This approach ensures each partner understands their responsibilities and identifies any systemic or community-level gaps. Communities can use this tool to evaluate and enhance service-level responses for individuals at various intercept points, setting priorities for improvement and change. The SIM must be dynamic, allowing for the addition or removal of interventions as needed. Beyond the mapping tool, stakeholders at each intercept should create a detailed document outlining their roles, current interventions, gaps, and planned strategies. This document should encompass training, policies, procedures, and evidence-based approaches tailored to local needs.

Effective implementation of a comprehensive strategy to reduce recidivism and victimization hinges on a continuum of responses informed by reliable research. This requires targeted interventions at critical times: **before an incident to prevent violence, during an incident to address immediate risks, and after an incident** to mitigate harm and prevent recurrence. The SIM facilitates jurisdiction-specific responses along this continuum, supporting interventions for victims and offenders while reinforcing a collaborative framework rooted in evidence-based practices.

By integrating problem analysis, readiness assessments, and resource mapping, the SIM helps jurisdictions create a structured, adaptable approach. This ensures stakeholders address IPV holistically, with survivor-centered and trauma-informed strategies at its core

Sequential Intercept Model



SIM TOOL IN AN IPV CONTEXT

**Please note that this is just an example, and your community's mapping tool does not have to reflect this example. Your Coordinated Community Response should create a model that reflects your community's insights and needs.

Intercept 0: Community and Crisis Services Focus:

- Conduct community-based assessments to identify high-risk cases and gaps in service availability.
- Implement culturally responsive education and prevention programs targeting underserved populations.
- Build capacity among local service providers for effective danger assessments and safety planning.

SIM Alignment:

- Assessment: Identify disparities and risk factors in community response.
- Capacity: Develop readiness of service providers to address high-risk populations.
- Culturally Responsive: Engage diverse community stakeholders in prevention planning.

Intercept 1: Law Enforcement and Emergency Services Focus:

- Utilize standardized lethality risk assessment tools during emergency responses.
- Enhance procedural justice for victims/survivors and offenders in law enforcement interactions.
- Establish partnerships with health and DV services for immediate survivor support. SIM Alignment:
- Implementation: Deliver evidence-based practices (e.g., LAP or Danger Assessment) with fidelity.
- Culturally Responsive: Tailor interactions to reflect community diversity and reduce systemic biases.
- Sustainability: Train law enforcement in ongoing risk assessment and procedural justice principles.

Intercept 2: Initial Detention or Initial Court Appearance Focus:

- Integrate offender monitoring systems and pre-trial accountability programs.
- Provide victims with consistent legal advocacy and trauma-informed court navigation.
- Implement standards and protocols for prosecutorial involvement at arraignment.
- Implement culturally relevant pre-trial interventions to reduce recidivism. SIM Alignment:
- Planning: Prioritize risk factors influencing pre-trial decisions (e.g., lethality indicators).
- Culturally Responsive: Ensure interventions reflect the unique needs of the focus population.
- Evaluation: Assess pre-trial interventions for both process fidelity and outcomes.

Intercept 3: Jails or Courts Focus:

- Strengthen trauma-informed prosecution practices and victim advocacy in court settings.
- Monitor offenders' compliance with protection orders using technology.
- Expand integrated domestic violence court (IDVC) models.

SIM Alignment:

- Implementation: Balance fidelity and adaptation of IDVCs to meet local needs.
- Culturally Responsive: Ensure access to linguistically and culturally appropriate court services.
- Sustainability: Engage judicial stakeholders to institutionalize evidence-based practices.

Intercept 4: Reentry Focus:

- Develop reentry plans emphasizing offender accountability and survivor safety.
- Provide culturally and contextually appropriate reentry services, such as housing and employment support.
- Maintain protective measures like extended protective orders and electronic monitoring. SIM Alignment:
- Capacity: Build partnerships with community-based organizations specializing in reentry.
- Sustainability: Maintain funding and training for evidence-based reentry programs.
- Evaluation: Continuously track reentry outcomes and adapt services as needed.

Intercept 5: Community Corrections Focus:

- Utilize specialized DV units within probation and parole to monitor high-risk offenders.
- Ensure survivor input informs offender monitoring and service delivery.

- Expand community-based offender accountability programs. SIM Alignment:
- Implementation: Deliver culturally tailored offender monitoring programs.
- Evaluation: Regularly review community corrections practices for effectiveness and fidelity.
- Culturally Responsive: Involve survivors and diverse community representatives in feedback loops.

Key Cross-Cutting Principles

1. Culturally Responsive:
    - Integrate culturally appropriate practices at each intercept.
    - Engage diverse stakeholders in planning and implementation.
2. Sustainability:
    - Institutionalize effective prevention and accountability programs.
    - Build partnerships and secure resources to maintain long-term outcomes.
3. Evaluation:
    - Conduct both process and outcome evaluations at all intercepts to refine approaches.
    - Share findings with stakeholders to ensure transparency and community buy-in.

Appendix: Additional Resources

Intimate Partner Violence Prevention Resources:

- OPDV Model Policy Webinar
- OPDV - Lethality and Crime Analysis Webinar
- DVRC-Coordinated Community Response Webinar

Roll Call Videos

- The Crime of Domestic Violence Roll-Call Video
- Roll Call Video – On Demand Trainings

Trauma-Informed

- IACP Trauma-Informed
- Institute on Trauma and Trauma-Informed Care-University at Buffalo
- Stegner Consulting & Training
- Jim Hopper PhD
- The Impact of Trauma on Victims of Domestic Violence (video)
- The Science of Neurobiology of Sexual Assault Trauma and the Utah Legal System
- Additional Resources (instituteccr.org)

IPVI

Connections with NNSC for training and technical assistance.

- STRIVE Initiative Webinar Series: Intimate Partner Violence Intervention (IPVI)

Other Resources

- Lethality Risk Factors Series: Recent Separation - DV RISC
- Additional Resources (instituteccr.org)
- Lethality Risk Factors Series: Strangulation

Domestic Violence High-Risk Teams and DALE

- STRIVE Initiative Webinar Series: Geiger Institute - DA-LE / Domestic Violence High-Risk Team
- The DVHRT Model Geiger Institute- explanation of project
- Replicate the DVHRT Model
- Harris County Lunch and Learn DVHRT Overview
- DVHRT Video - DV RISC
- 2019-10-24_CDV_ATTCH2
- DA-LE-Marketing-Document

- Danger Assessment Modified for Police Use - Johns Hopkins School of Nursing
- Development and Implementation of Domestic Violence High-Risk Teams in Rural Communities

Danger Assessment

Advocates typically implement the DA tool with victims/survivors. It would be beneficial for other site partners to be trained in it as well so that they understand where other tools derive from, as well as where the evidence-based research on lethality stems from.

- Danger Assessment

LAP/LAP 2.0

- STRIVE Initiative Webinar Series: Connecticut Coalition Against Domestic Violence-LAP- Lethality Assessment Program
- CCADV: Connecticut Coalition Against Domestic Violence
- New Implementers – MNADV
- LAP-Effectiveness-Position-Paper
- Lethality Assessment Program

Coordinated Community Response (CCR)

- 2024 Spring DVRC CCR Toolkit (Also reference OPDV training above)

Community Readiness Assessments

- Agency Self-Assessment IACP
- IACP Proactive Approaches to DV and SA
- Successful Collaboration Wheel

Confidentiality

- STRIVE Confidentiality Documents

Strangulation

It is suggested by the Strangulation Institute that CCRs, Family Justice Centers, DARTs, and SARTs take a minimum of a 1-day training on strangulation.

- Strangulation Institute
- How to Implement a Strangulation Protocol in Less Than Six Months
- Investigating Strangulation
- Gilbert-AZ-PD-Strangulation-Investigation-Pocket-Card
- Strangulation Supplement
- Last Warning Shot: One-Day Training
- McKay Training and Consulting
- Domestic Violence Report: Special Issue on Strangulation
- Additional Resources (instituteccr.org)

Stalking

- Lethality Risk Factors Series: Stalking
- Additional Resources (instituteccr.org)
- Risk & Safety | Stalking Awareness & Prevention
- Stalking and Intimate Partner Violence

Human Trafficking

- Human Trafficking | What is Human Trafficking?
- Certified Human Trafficking Investigator
- Exploitation-by-Illegal-Street-Gangs
- Gangs and Human Trafficking | National Gang Center

Animal Cruelty

Agriculture and Markets Law review for laws. There is an intersectionality between DV and animal abuse often there is an animal in a relationship - the abuser is using it as a tactic in the abuse. These laws should be explored and charged when appropriate- they can be used as "pulling levers."

- Animal Abuse and Domestic Violence

Self-Development

- GAINS Center for Behavioral Health and Justice Transformation
- The SARA Model

Problem-Oriented Policing

Problem-Oriented Policing (POP)

Summary: In 1979, Herman Goldstein advocated for a paradigm shift in policing that would replace the primarily reactive, incident-driven model of policing with one that required police to proactively identify underlying problems that could be targeted to alleviate crime at its roots. He termed this new approach "problem-oriented policing" (POP). Using this approach, police manage a range of problems in the community through criminal law enforcement in tandem with civil statutes and municipal and community resources. Eck and Spelman's SARA model was developed in 1987 and expanded upon Goldstein's approach. SARA describes four steps police should follow when implementing POP: (1) Scanning: identify and prioritize potential problems; (2) Analysis: thoroughly analyze the problem(s) using a variety of data sources; (3) Response: develop and implement interventions designed to solve the problem; and (4) Assessment: determine whether the response worked and construct new responses. Police agencies implementing POP have widely accepted and adopted the SARA model.

Evidence: Weisburd, Telep, Hinkle, and Eck (2008) conducted a review on the effects of POP on crime and disorder, finding a statistically significant impact among 10 experimental and quasi-experimental studies. Studies that showed less significant impacts had implementation issues that may have been affected by lack of fidelity to the POP model; sites that implemented more successful models tended to show stronger effects. Additionally, Weisburd et al. (2008) examined less rigorous but more numerous pre/post studies without a comparison group, which showed positive findings.

Careful analysis and a clear understanding of problems that result in tailor-made solutions are essential to problem-oriented policing. The Center for Problem-Oriented Policing has created more than 100 problem-specific guides for police that provide recommendations on how agencies can address different problems. Weisburd, Telep, Hinkle, and Eck (2010) also provide guidance on the types of POP interventions proven to be most effective:

Critical Components:

1. POP is most effective when police officers and department staff are on board and fully committed to its tenets.
2. Community and stakeholder engagement is essential to the success of POP initiatives. Research shows that collaboration between law enforcement and community-based organizations appears to be an effective approach.
3. Program expectations must be realistic. Officer case assignment must be kept to manageable level and police should not be expected to tackle major problems in a short period of time or without appropriate resources.
4. Responses to a problem should include outlining a plan, identifying responsible parties, establishing deliverables and carrying out planned activities.
5. When utilizing the SARA model, analysis and assessment phases are particularly important.
   a. In the analysis phase, a comprehensive problem analysis is required to identify the factors contributing to the crime problem.
   b. The assessment phase provides a framework for agencies to consistently learn from and improve your problem-solving projects.

c. The SARA model is a cyclical process – not a linear one. It requires assessment on an ongoing basis to determine its effectiveness. This enables responses to be modified, if necessary, on a rolling basis.

Resources to assist in creating a thorough understanding of Problem-Oriented Policing:

Center for Problem-Oriented Policing

The Police Society for Problem-Based Learning

US DOJ COPS

POP Reflections

Citations:

Eck, J. E. (1987). Problem-solving problem-oriented policing in Newport News. Police Executive Research Forum.

Goldstein, H. (1979). Improving policing: A problem-oriented approach. Crime & Delinquency, 25(2), 236–258. https://doi.org/10.1177/001112877902500207

Weisburd, D., Telep, C. W., Hinkle, J. C., & Eck, J. E. (2008). The effects of problem-oriented policing on crime and disorder. Campbell Systematic Reviews, 4(1), 1–87. https://doi.org/10.4073/csr.2008.14

Weisburd, D., Telep, C. W., Hinkle, J. C., & Eck, J. E. (2010). Is problem-oriented policing effective in reducing crime and disorder? Criminology & Public Policy, 9(1), 139–172. https://doi.org/10.1111/j.1745-9133.2010.00617.x

STRIVE Project Coordinator
Sample Job Description

Appendix: STRIVE II Project Coordinator (Sample Job Description)

STRIVE II Project Coordinator

Typical Work Activities:

- Lead and Sustain a Coordinated Community Response (CCR):
  - Convene and engage stakeholders, including law enforcement, domestic violence service providers, probation, and community organizations, to ensure a unified, survivor-centered approach.
  - Oversee the development and ongoing refinement of a comprehensive framework to map resources, identify service gaps, and align stakeholder roles using tools like the Sequential Intercept Model (SIM).
- Implement Evidence-Based Strategies:
  - Coordinate the selection, application, and adaptation of evidence-based approaches such as the Lethality Assessment Program (LAP), Domestic Violence High-Risk Teams (DVHRT), and Intimate Partner Violence Intervention (IPVI).
  - Ensure strategies are tailored to the community's needs and remain trauma-informed and culturally responsive.
- Drive Continuous Improvement:
  - Facilitate ongoing assessment of system and community needs, resource capacity, and stakeholder readiness.
  - Regularly evaluate program outcomes, identify barriers, and refine strategies based on feedback and data.
- Foster Collaboration and Communication:
  - Serve as the liaison between STRIVE II stakeholders and the Division of Criminal Justice Services (DCJS).
  - Lead regular CCR and STRIVE II Executive Board meetings, maintaining alignment and accountability across agencies.
  - Attend Gender Based Violence Regional Council Meetings
- Support Training and Capacity Building:

    - Identify and address training needs for CCR stakeholders, promoting professional development in evidence-based practices.
    - Coordinate technical assistance and ensure alignment with STRIVE II objectives.
- Monitor and Report Progress:
    - Oversee the implementation of protocols for intake, referrals, and case management.
    - Ensure timely and accurate submission of documentation, including meeting minutes, quarterly Implementation Assessment Tool (IAT) reports, and program evaluations.

Knowledge, Skills, Abilities, and Personal Characteristics:

- Proficiency in coordinating and sustaining multi-agency collaborative frameworks.
- Strong understanding of trauma-informed, survivor-centered approaches and evidence-based IPV strategies.
- Skilled in using assessment tools and frameworks, such as resource mapping, the Sequential Intercept Model (SIM), and lethality assessments.
- Excellent project management and organizational skills to oversee dynamic, multidisciplinary initiatives.
- Ability to synthesize data and feedback into actionable strategies for improvement.
- Effective communicator with the ability to foster collaboration and maintain productive relationships across sectors.
- Proficiency in standard software tools (e.g., Microsoft Office) for documentation and reporting.

Recommended Qualifications:

1. At least five to ten years of experience in human services, criminal justice, or a related field, including five years in a supervisory role.
2. Management experience with success in multi-agency collaboration and grants management.
3. A degree in Social Work, Criminal Justice, or a closely related field, plus at least five years of professional experience.

Criminal Justice Knowledge Bank

Appendix: Criminal Justice Knowledge Bank

The Division of Criminal Justice Services developed the Criminal Justice Knowledge Bank to provide additional support and resources to help police, prosecutors, and community corrections professionals improve local practices using data-driven and evidence-based approaches. The Knowledge Bank provides a forum for these professionals to share promising and innovative practices; learn from peers and foster collaboration; access national research on evidence-based criminal justice programs and practices; and connect with academic researchers.

Key Knowledge Bank Features

Program Profile: Features summaries of programs and initiatives implemented by criminal justice agencies and organizations. Profiles outline the problem, describe the program, explain implementation details and grounding research, highlight outcomes and lessons learned, and provide contact information.

IPV Program Profiles: (Intimate Partner Violence Intervention (IPVI) and Lethality Assessment Program)

How to feature a program:

- Contact DCJS to share information about the program
- DCJS drafts the profile
- Jurisdiction approves the profile prior to posting
- DCJS posts the profile to the Knowledge Bank

Research Consortium: Designed to facilitate and support partnerships between law enforcement agencies and local academics, and fund projects to encourage the implementation and use of new data-driven approaches to address crime. DCJS can connect the practitioner with an academic partner, if needed.

How to request research assistance:

- Initiate request for project assistance
- DCJS reviews and sends project proposal and budget template for partners to complete (detail project budget, scope, methodology, analyses, etc.)
- DCJS reviews for approval, then contracting begins
- Academic partner works closely with practitioner to conduct research and develop deliverables
- At project conclusion, DCJS creates Research Brief to post on Knowledge Bank

Participate in the Knowledge Bank

https://knowledgebank.criminaljustice.ny.gov/
KnowledgeBank@dcjs.ny.gov
ResearchConsortium@dcjs.ny.gov

STRIVE IPV Data

Intimate Partner Domestic Violence Victims
2018-2022

County	2018	2019	2020	2021	2022	Total
Albany	1,422	1,194	1,329	1,610	1,660	7,215
Broome	637	633	606	686	673	3,235
Cayuga	523	177	393	471	417	1,981
Chautauqua	595	605	618	683	737	3,238
Dutchess	623	565	598	585	593	2,964
Erie	4,095	4,183	4,075	4,528	4,517	21,398
Genesee	222	233	279	242	247	1,223
Jefferson	494	473	529	508	548	2,552
Monroe	4,099	4,081	3,980	3,690	3,456	19,306
Niagara	953	1,029	1,118	1,136	972	5,208
Oneida	1,227	1,104	1,053	1,104	1,070	5,558
Onondaga	3,449	3,507	3,599	3,459	3,068	17,082
Orange	1,413	1,296	1,215	1,429	1,358	6,711
Rensselaer	830	910	819	895	865	4,319
Schenectady	933	1,048	1,084	980	1,075	5,120
Suffolk	2,574	2,518	2,588	2,540	2,569	12,789
Westchester	1,295	1,264	1,239	1,303	1,251	6,352
17 County Total	**25,384**	**24,820**	**25,122**	**25,849**	**25,076**	**126,251**
Non-New York City Total	**32,411**	**32,368**	**33,231**	**34,575**	**34,460**	**167,045**

Source: DCJS, Uniform Crime Reporting File (as of 1/12/2026)

Aggravated Assault Domestic Violence Victims
2018-2022

County	2018	2019	2020	2021	2022	Total
Albany	205	145	206	239	253	1,048
Broome	94	109	112	113	122	550
Cayuga	36	17	29	32	24	138
Chautauqua	88	81	95	80	83	427
Dutchess	65	80	68	65	60	338
Erie	526	567	617	721	680	3,111
Genesee	19	24	18	37	29	127
Jefferson	37	42	55	30	37	201
Monroe	440	457	457	404	408	2,166
Niagara	130	119	110	143	152	654
Oneida	90	76	79	90	94	429
Onondaga	300	383	398	427	436	1,944
Orange	164	158	137	143	163	765
Rensselaer	59	53	38	53	54	257
Schenectady	82	94	121	108	97	502
Suffolk	237	243	233	242	235	1,190
Westchester	284	264	258	264	289	1,359
17 County Total	**2,856**	**2,912**	**3,031**	**3,191**	**3,216**	**15,206**
Non-New York City Total	**3,695**	**3,904**	**4,008**	**4,252**	**4,539**	**20,398**

Source: DCJS, Uniform Crime Reporting File (as of 1/12/2026)

Simple Assault Domestic Violence Victims
2018-2022

County	2018	2019	2020	2021	2022	Total
Albany	1,339	1,164	1,212	1,587	1,748	7,050
Broome	681	671	621	688	676	3,337
Cayuga	651	197	473	657	556	2,534
Chautauqua	703	716	728	748	867	3,762
Dutchess	756	629	709	720	728	3,542
Erie	4,121	4,164	3,954	4,589	4,689	21,517
Genesee	280	288	343	300	305	1,516
Jefferson	590	555	612	634	675	3,066
Monroe	4,859	4,803	4,671	4,281	4,061	22,675
Niagara	1,110	1,198	1,259	1,272	1,075	5,914
Oneida	1,427	1,230	1,234	1,246	1,275	6,412
Onondaga	3,489	3,790	3,800	3,441	3,203	17,723
Orange	1,635	1,446	1,363	1,584	1,515	7,543
Rensselaer	799	827	726	818	760	3,930
Schenectady	1,185	1,262	1,239	1,116	1,233	6,035
Suffolk	4,038	3,927	4,203	4,075	4,333	20,576
Westchester	1,227	1,079	1,121	1,278	1,240	5,945
17 County Total	**28,890**	**27,946**	**28,268**	**29,034**	**28,939**	**143,077**
Non-New York City Total	**37,227**	**37,071**	**38,057**	**39,706**	**40,801**	**192,862**

Source: DCJS, Uniform Crime Reporting File (as of 1/12/2026)

Arrests & Arraignments for Strangulation Charges (PL 121)
All Arrest events where PL 121 appeared as a top or underlying charge at arrest OR arraignment
2018-2022

	2018	2019	2020	2021	2022	Total
Albany	152	130	126	163	180	751
Broome	131	125	130	121	122	629
Cayuga	40	40	42	28	29	179
Chautauqua	125	132	131	174	134	696
Dutchess	113	99	101	94	67	474
Erie	619	629	451	483	489	2,671
Genesee	20	22	27	37	23	129
Jefferson	77	74	60	44	55	310
Monroe	457	407	374	343	343	1,924
Niagara	160	157	159	181	163	820
Oneida	163	141	130	152	161	747
Onondaga	244	339	306	395	333	1,617
Orange	214	192	165	178	165	914
Rensselaer	104	113	93	116	109	535
Schenectady	155	146	137	129	141	708
Suffolk	497	494	363	409	469	2,232
Westchester	306	306	273	302	335	1,522
17 County Total	**3,577**	**3,546**	**3,068**	**3,349**	**3,318**	**16,858**
Non-New York City Total	**5,135**	**5,085**	**4,514**	**4,861**	**5,080**	**24,675**

Source: DCJS, Computerized Criminal History File (as of 12/15/2025)