CITY OF RYE
1051 BOSTON POST ROAD
RYE, NY 10580

REGULAR MEETING OF THE CITY COUNCIL
Locust Avenue Firehouse
Wednesday, May 6, 2026
8:00 p.m. Regular Meeting

If you wish to address the Council, kindly sign in with the Clerk by completing the Speaker Form.

The Mayor and Councilmembers are happy to meet with residents at City Hall. Check the City website for the "office hours" schedule at https://www.ryeny.gov/government/city-council.

AGENDA

1. Call to Order — *Mayor*

WELCOME (8:00 PM)

2. Pledge of Allegiance and Welcome to the Public — *Mayor*
3. Roll Call — *Clerk*
4. Report of the City Manager — *City Manager*
5. Hearing of the Public on Non-Agenda Items — *Mayor*

ACTION ITEMS

6. Consent Agenda — *Clerk*
    a. Approval of the Minutes of the City Council Meeting of April 29, 2026.
    b. Consideration of a request by the Rye Chamber of Commerce for the use of City Streets for the annual Sidewalk Sale, Thursday, July 16, 2026 – Saturday, July 18, 2026, from 10 AM to 4 PM.
    c. Consideration of a request by the Rye Chamber of Commerce for the use of City streets from Village Green to Purdy to host the annual Holiday Stroll (formerly Mistletoe Magic), Sunday, November 29, 2026, from 11 AM to 3 PM.

d. Consideration of a request from Apple Studios, LLC, to use portions of Purdy Avenue and City parking spaces to film an episode of Your Friends & Neighbors in Rye on June 23, 2026, from 7 AM to 8 PM.

e. Authorize payment of the balance of the 2025/2026 Rye Neck Union Free School District taxes collected by the City to the School District.

f. Authorization for the City Manager to execute an agreement with Research Foundation for Mental Hygiene, Inc., for the CARES UP Grant Program, and to accept associated grant funding.

7. Items Removed From the Consent Agenda (if any)

INFORMATION

8. Councilmember Reports — *Deputy Mayor*
9. Old Business/New Business — *Mayor*

EXECUTIVE SESSION I

10. Matters covered under NYS Public Officers Law Article 7 §105 — *Corporation Counsel*
    a. Personnel
    b. Potential acquisition of Property
    c. Litigation

ADJOURNMENT

If the Council adjourns into executive session, it will then adjourn without further public session

***

The next regular meeting of the City Council will be held on Wednesday, May 27, 2026, at 6:30 p.m. for executive session and 7:00 pm for the public session at City Hall.

City Council meetings are available live at www.ryeny.gov/home under Rye TV Government Videos, on Cablevision Channel 75 and Verizon Channel 39, and on demand, indexed by agenda item, on the City website at https://www.ryeny.gov/government/city-council.

CITY COUNCIL AGENDA

DEPT.: City Manager
CONTACT: Brian Shea, City Manager

AGENDA ITEM: Approval of the Minutes of the City Council Meeting of April 29, 2026.

FOR THE MEETING OF:

May 6, 2026

RECOMMENDATION: That the Council review and approve both meeting minutes.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: See the attached meeting minutes from April 29, 2026.

UNAPPROVED MINUTES of the Regular Meeting of the City Council of the City of Rye held at the Osborn Home on April 29, 2026, at 6:30 P.M.

PRESENT:
JOSH NATHAN, Mayor
MARION ANDERSON
EMILY BALDWIN
KEITH CUNNINGHAM
AMY KESAVAN
JAMIE JENSEN
JAMES WARD
Councilmembers

ABSENT:

ALSO ATTENDING:
BRIAN SHEA, CITY MANAGER
KRISTEN WILSON, CORPORATION COUNSEL

The Council convened at the Osborn Home at 6:41 P.M. The meeting was streamed live at www.ryeny.gov for public viewing.

WELCOME

1. Pledge of Allegiance
   Mayor Nathan led the Pledge of Allegiance.

2. Roll Call
   The City Clerk called the roll, and there was a quorum.

ACTION ITEMS

3. Consent Agenda
   a. Approval of the Minutes of the City Council Meetings of April 15, 2026, and of April 11, 2026
   b. Consideration of a request from Apple Studios, LLC, to use portions of Purdy Avenue and City parking spaces to film an episode of Your Friends & Neighbors in Rye on May 14, 2026, from 7 AM to 8 PM.
   c. Resolution authorizing the City Manager to transfer $154,000 from Rye Golf Club's Reserve Account to the Rye Golf Club's Designated Project Account to support the replacement of the passenger elevator at Whitby Castle.

The Apple Studios item was removed as new dates will be proposed.

On motion by Councilperson Ward, seconded by Councilperson Jensen it was:

RESOLVED to approve Consent Agenda items a & c.

Adopted by the following vote:

ROLL CALL
AYES: Councilpersons Anderson, Baldwin, Cunningham, Kesavan Jensen, Ward and Mayor Nathan
NAYS: None
ABSENT: None

PRESENTATIONS

4. State of the City Address

   Mayor Nathan delivered the State of the City address.

ADJOURNMENT

On motion of Councilperson Ward seconded by Councilperson Cunningham, and with the Council in favor, the meeting was adjourned at 7:22 P.M.

Respectfully submitted,

Noga Ruttenberg
City Clerk

CITY COUNCIL AGENDA

DEPT.: City Manager
CONTACT: Brian Shea, City Manager

AGENDA ITEM: Consideration of a request by the Rye Chamber of Commerce for the use of City streets for the annual Sidewalk Sale, Thursday, July 16, 2026 – Saturday, July 18, 2026, from 10 AM to 4 PM.

FOR THE MEETING OF:

May 6, 2026

RECOMMENDATION: That the Council consider the request

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

BACKGROUND: See the attached request email.

CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Brian Shea, City Manager

AGENDA ITEM: Consideration of a request by the Rye Chamber of Commerce for the use of City streets from Village Green to Purdy to host the annual Holiday Stroll (formerly Mistletoe Magic), Sunday, November 29, 2026, from 11 AM to 3 PM.

FOR THE MEETING OF:

May 6, 2026

RECOMMENDATION: That the Council consider the request

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

BACKGROUND: See attached request email.

Outlook

[Draft] Fw: Chamber of Commerce Items

From
Draft saved Wed 4/29/2026 2:04 PM

From: Tim C
Sent: Friday, April 24, 2026 10:38 AM
To: Noga P.
Subject: Chamber of Commerce stuff.

Hi Noga,

Was great meeting you yesterday! I wanted to confirm the dates we have on our calendar.

Sidewalk Sale: July 16 to July 18th

Holiday Stroll (formerly Mistletoe Magic): November 29th

The Holiday Stroll would be on the Green and we would need the parking lot for setup and food trucks (the lot behind your building).

Let me know if these dates work. I'm guessing we'll need to discuss the parking with Brian. If so, let me know that as well and I'll reach out to him.

Thanks Noga,

Best,

Tim
RCC

Sent from my iPhone

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CITY COUNCIL AGENDA

DEPT.: City Manager
CONTACT: Brian Shea, City Manager

AGENDA ITEM: Consideration of a request from Apple Studios, LLC, to use portions of Purdy Avenue and City parking spaces to film an episode of Your Friends & Neighbors in Rye on June 23, 2026, from 7 AM to 8 PM.

FOR THE MEETING OF:

April 29, 2026

RECOMMENDATION: That the Council consider the request

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: See attached request email and parking map.

From: Ashton H
Sent: Thursday, April 30, 2026 2:52 PM
To: Ruttenberg, Noga P.

Subject: Re: Parking in Car Park 4

Hi Noga,

We have confirmed we would just be in Rye on Tuesday, June 23rd. I've attached a map reflecting car park 1 as well as the street parking we would request for that day. Please let me know if you have any questions or need any more information!

Thank you,

On Thu, Apr 30, 2026 at 11:14 AM Ruttenberg, Noga P. Wrote:

> Hi Ashton.
>
> The June 23rd date works for filming as does closing Carpark 1 for you. I will just have to check on pricing since carpark 1 has 60 parking spots that we will reserve (instead of 40).
>
> Also, the agenda for the May 6th Council meeting is due tomorrow. Would it be possible for you to send me the new parking request (Carpark 1 plus the on-street parking) as well as a potential map for May 14th if you move forward with a second film shoot? I would rather request the extra date and not need it than not request it and then realize you need it.
>
> Thank you!
> Noga

From: Ashton H
Sent: Tuesday, April 21, 2026 4:33 PM
To: Ruttenberg, Noga P.

Subject: Re: Parking in Car Park 4

Hi Noga,

I hope you're well! I put together an updated map for you. We are asking for 4 spots on the south side of Purdy Avenue for picture, as well as the 5 spots on the west side of the coffee shop for equipment staging. Let me know if you have any questions!

Thank you,

On Tue, Apr 21, 2026 at 4:14 PM Ruttenberg, Noga P. wrote:

> Hi Ashton.
>
> We received your filming permit request for May 14th. I just wanted to confirm that the park request is the same as the document attached. Any street parking this time?
>
> Thank you,

--
Ashton H
Assistant Location Manager | *Your Friends and Neighbors*

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

June 23rd, 2026



N

CITY COUNCIL AGENDA

DEPT.: Finance

CONTACT: Joseph Fazzino, Deputy City Comptroller

AGENDA ITEM: Authorize payment of the balance of the 2025/2026 Rye Neck Union Free School District taxes collected by the City to the School District.

FOR THE MEETING OF:
May 6, 2026

RYE CITY CODE,
CHAPTER 22.9
SECTION

RECOMMENDATION: That the Mayor and the City Council authorize payment of the 2/28/26 balance of $98,522.56 to the Treasurer of the Rye Neck Union Free School District.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

The balance of unpaid Rye Neck U.F.S.D. taxes on property within the City of Rye is $98,522.56 at 2/28/26. This balance represents 0.7% of the total tax levied, $13,396,181, on September 1, 2025. Arrears notices have been mailed in conjunction with the 2026 City tax bills and March 2026 and will again during May 2026 and June 2026, to try to collect these balances prior to the filing of the list of delinquent taxes with the County scheduled for July 1, 2026.

In accordance with Section 22.9 of the City Charter, it is requested that the City Council authorize the City Comptroller to pay the Treasurer of the Rye Neck UFSD the amount due on February 28, 2026.

CITY COUNCIL AGENDA

DEPT.: City Manager
CONTACT: Brian Shea, City Manager

AGENDA ITEM: Authorization for City Manager to execute an agreement with Research Foundation For Mental Hygiene, Inc., for the CARES UP Grant Program, and to accept associated grant funding.

FOR THE MEETING OF:

May 6, 2026

RECOMMENDATION: That the Council consider adopting the Resolution.

RESOLVED the City Manager is authorized to execute an agreement with the Research Foundation for Mental Hygiene to support first responders' mental health and wellness through structured training, resource development, and organizational support initiatives with a total potential funding amount of $41,275.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: See attached Memo and Resolution

Capt. Clyde Pitts
Rye Fire Department
15 Locust Ave
Rye, New York 10580

CITY OF RYE

Tel: (914) 967-4530
Fax: (914) 967-8761
E-mail: cpitts@ryeny.gov
http://www.ryeny.gov

Fire Department

Memorandum

To: Rye City Council

From: Clyde Pitts - Captain

Date: 8/29/2024

Re: Request for Approval – Execution of Year Two Grant Agreement (CARES UP Program)

I am requesting City Council approval to execute the attached Independent Contractor/Consulting Agreement associated with Year Two of the CARES UP Grant Program and to authorize the acceptance of associated grant funding.

This agreement is administered through the Research Foundation for Mental Hygiene, Inc., in partnership with the New York State Office of Mental Health's Suicide Prevention Center. The program is designed to support first responder mental health and wellness through structured training, resource development, and organizational support initiatives.

The grant provides reimbursement-based funding tied to quarterly deliverables. As detailed in the payment schedule, the base grant award for Year Two is up to $30,000, with an additional training reimbursement allotment not to exceed $11,275, for a total potential funding amount of $41,275.

Execution of this agreement will allow the City of Rye Fire Department to continue building upon the progress made in Year One by enhancing mental health resources, improving resiliency among personnel, and strengthening long-term wellness programming within the department. The program aligns with ongoing departmental priorities related to member wellness, operational readiness, and overall organizational health.

There is no required local match beyond administrative participation and program implementation. All funds are reimbursed upon completion of deliverables in accordance with the grant requirements.

I respectfully request that the City Council authorize the execution of this agreement and acceptance of Year Two grant funding to allow for continued participation in this program.

For RFMH Use Only:

☑ New P.O. # 171064 ☐ Change P.O. # _____

Total to be encumbered: $41,275

Category Breakdown:

Consulting: $ 41,275

Travel: $ _____

Project Org: 550 OMH

P/T/A: 1018483/4/28284

Period of Performance 01/01/2026 to 12/31/2026

Independent Contractor/Consulting Agreement
Resulting from New York State Contracts

RESEARCH FOUNDATION FOR MENTAL HYGIENE, INC.
AND
INDEPENDENT CONTRACTOR

MADE by and between the RESEARCH FOUNDATION FOR MENTAL HYGIENE, INC., a nonprofit corporation organized and existing under the laws of the State of New York, with its principal offices located at Riverview Center, 150 Broadway, Suite 301, Menands, New York 12204, hereinafter referred to as the "FOUNDATION," and City of Rye, having a place of business at 1051 Boston Post Rd. Rye, NY 10580, EIN/DUNS (if applicable): 13-60077325 hereinafter referred to as "INDEPENDENT CONTRACTOR."

WITNESSETH:

WHEREAS, the FOUNDATION has been awarded a certain grant from the State of New York, specifically **New York State Office of Mental Health** ("Sponsor") to carry out a project entitled " NYS Suicide Prevention Resource Center "; Sponsor ID Number: C22653GG (hereinafter the "PROJECT"); and

WHEREAS, the FOUNDATION desires the INDEPENDENT CONTRACTOR to perform certain services for the FOUNDATION in connection with the PROJECT; and

WHEREAS, INDEPENDENT CONTRACTOR has represented to the FOUNDATION that INDEPENDENT CONTRACTOR is competent, willing and able to perform such services for the FOUNDATION.

NOW, THEREFORE in consideration of the premises and the mutual covenants and agreements contained herein it is mutually agreed by and between the respective parties as follows:

1. **Scope of Work**

INDEPENDENT CONTRACTOR agrees to perform, as an independent Contractor, and not as an agent or employee of the FOUNDATION, all of the services set forth in Exhibit A

appended hereto and made a part hereof to the satisfaction of the FOUNDATION's Principal Investigator, Stephanie Lao.

2. **Compensation**

In full and complete consideration of INDEPENDENT CONTRACTOR's performance hereunder, the FOUNDATION agrees to compensate INDEPENDENT CONTRACTOR $ 41,275 **Dollars**. The payments should be in accordance with Exhibit B.

3. **Term and Termination**

Unless sooner terminated as provided herein, this Agreement shall continue in full force and effect from 01/01/2026 through 12/31/2026. A final invoice must be submitted within sixty (60) days of the end of this Agreement. It is understood and agreed that the FOUNDATION may terminate this Agreement upon written notice by registered mail addressed to INDEPENDENT CONTRACTOR at the address indicated herein, or such other address as INDEPENDENT CONTRACTOR may designate in writing, whenever the FOUNDATION determines, in its discretion, that such termination would be in the best interests of the FOUNDATION. FOUNDATION may terminate this Agreement immediately if the Grant between Sponsor and FOUNDATION is terminated.

Upon notice of termination, INDEPENDENT CONTRACTOR shall immediately terminate work in progress and turn over to FOUNDATION all products, work in progress, reports and other data and information accumulated during the performance of services under this Agreement.

4. **Rights in Work Product**

INDEPENDENT CONTRACTOR agrees that material produced by INDEPENDENT CONTRACTOR hereunder shall be considered "work for hire" which shall be owned by FOUNDATION. INDEPENDENT CONTRACTOR agrees that INDEPENDENT CONTRACTOR shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by INDEPENDENT CONTRACTOR in the performance of INDEPENDENT CONTRACTOR'S obligation hereunder, and hereby assigns all rights, title and interest in said data and materials to FOUNDATION. INDEPENDENT CONTRACTOR warrants any material produced by INDEPENDENT CONTRACTOR hereunder shall be original except for such portion from copyrighted works as may be included with the permission of the copyright owners thereof and are marked with appropriate copyright notices, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others, and that INDEPENDENT CONTRACTOR will hold harmless the FOUNDATION from any costs, expenses and damages resulting from any breach of this warranty. INDEPENDENT CONTRACTOR further agrees not to publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to this Agreement without the prior written consent of the FOUNDATION. Notwithstanding the foregoing, INDEPENDENT CONTRACTOR will retain ownership of intellectual property included in deliverables to the extent that said intellectual property has been independently developed by INDEPENDENT

CONTRACTOR without Research Foundation financial support. With respect to such INDEPENDENT CONTRACTOR owned intellectual property, INDEPENDENT CONTRACTOR hereby grants to Research Foundation and Sponsor a royalty-free, nonexclusive license to use such intellectual property for purposes consistent with the Research Foundation's obligations under the grant or contract which funds this project.

5. **Assignment**

It is understood and agreed that the services to be rendered by INDEPENDENT CONTRACTOR are unique and that INDEPENDENT CONTRACTOR shall not assign, transfer, contract or otherwise dispose of INDEPENDENT CONTRACTOR's rights or duties hereunder, in whole or in part, to any other person, firm or corporation.

6. **Status of Parties**

The nature of the relationship which the INDEPENDENT CONTRACTOR shall have to the FOUNDATION pursuant to this Agreement shall be that of an independent contractor. In connection with its status as an independent contractor, INDEPENDENT CONTRACTOR hereby warrants that it is in compliance with all tax filing and similar requirements imposed on independent contractors, and acknowledges that it is solely responsible for paying income taxes, FICA taxes, and other taxes and assessments which arise from receipt of consulting payments under this Agreement. This Agreement shall not be construed to contain any authority either express or implied, enabling the INDEPENDENT CONTRACTOR to incur any expense or perform any act on behalf of the FOUNDATION.

7. **Entire Agreement**

This Agreement represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended or extended in any way except by a writing duly executed by both parties hereto.

8. **Compliance with Laws and Regulations: General Obligations**

a) In the performance of the work authorized pursuant to this agreement, INDEPENDENT CONTRACTOR agrees to comply with all applicable laws and regulations, as well as policies of the Sponsor applicable to INDEPENDENT CONTRACTOR's performance hereunder, and the express terms of FOUNDATION's agreement with the Sponsor, which shall be deemed to be inserted herein, and this agreement shall be read and enforced between the parties as though all such provisions were included verbatim herein.

b) The INDEPENDENT CONTRACTOR certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

c) The INDEPENDENT CONTRACTOR agrees to comply with Department of Health and Human Services Regulation, 45 CFR 46, regarding confidential data and research involving human subjects.

d) The INDEPENDENT CONTRACTOR agrees to make any and all data and work products relating to the services set for in Exhibit A reasonably available for inspection and copying.

e) The INDEPENDENT CONTRACTOR agrees not to use the names of FOUNDATION, FOUNDATION Principal Investigator or New York State Office of Mental Health for any purpose without prior written approval of FOUNDATION.

9. **Confidentiality**

a) All of the information disclosed by the FOUNDATION and FOUNDATION's Principal Investigator to INDEPENDENT CONTRACTOR, including the any data provided by the FOUNDATION to the INDEPENDENT CONTRACTOR to be used by INDEPENDENT CONTRACTOR in the performance of the services outlined in Exhibit A, shall be considered "Confidential Information". INDEPENDENT CONTRACTOR agrees to hold in confidence all Confidential Information and agrees that it will not use any information for any purpose other than set forth in this Agreement. INDEPENDENT CONTRACTOR will take all reasonable steps to ensure its security. INDEPENDENT CONTRACTOR may disclose Confidential Information to its own employees assisting in the services under this Agreement, provided that such employees shall have agreed to be bound by the terms of this Agreement or have entered into an agreement of similar scope and obligations to protect the Confidential Information. All Confidential Information must be returned within thirty (30) days after FOUNDATION makes a written request for its return or at the conclusion of this Agreement. The INDEPENDENT CONTRACTOR shall not disclose the Confidential Information to any third party without prior written permission

b) This obligation of confidentiality does not extend to Confidential Information which:

1) was known to the INDEPENDENT CONTRACTOR as evidenced by written documentation;

2) was or becomes a matter of public information or publicly available through no fault of the INDEPENDENT CONTRACTOR as evidenced by written documentation;

3) is acquired from a third party entitled to disclose information to the INDEPENDENT CONTRACTOR as evidenced by written documentation; or

4) is developed independently by INDEPENDENT CONTRACTOR

c) Except as required by law, regulation, court order, or with prior written permission, the INDEPENDENT CONTRACTOR will not disclose Confidential Information for a period of five (5) years from the end of this Agreement.

d) INDEPENDENT CONTRACTOR shall comply with all applicable laws regarding the confidentiality of subjects' medical records and protected health information.

e) INDEPENDENT CONTRACTOR shall not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.

f) In the event that identifiable health information is disclosed to the INDEPENDENT CONTRACTOR that is not provided for in this Agreement, the INDEPENDENT CONTRACTOR shall notify the FOUNDATION of such disclosure, shall hold in confidence all such information and shall destroy such information upon the request of the FOUNDATION.

10. **Indemnification**

INDEPENDENT CONTRACTOR will indemnify, defend and hold harmless FOUNDATION, the New York State Office of Mental Health, and their respective trustees, directors, officers, agents and employees (collectively "Indemnitees"), against all suits, claims, demands or prosecutions, (hereinafter "Claim") that may be brought or instituted, and all judgments, damages, liabilities, court costs and expenses (including attorney's fees) arising out of INDEPENDENT CONTRACTOR's negligent acts or omissions relating to its performance hereunder or its willful misconduct.

11. **Insurance Requirements**

INDEPENDENT CONTRACTOR shall not commence work under this Agreement until it has obtained, at its own expense, all the insurance required under this Agreement, and within the Scope of Work as provided for in Exhibit A, and such insurance has been approved by FOUNDATION.

a) Workers' Compensation and Employers' Liability Insurance as required by law.

b) Commercial General Liability Insurance with a combined personal injury, bodily injury (including death) and property damage limit of at least $1,000,000 for each occurrence and $3,000,000 in the aggregate.

c) Professional Liability Insurance, including Medical Malpractice and Clinician's Liability: if INDEPENDENT CONTRACTOR or any of its employees are providing professional services under this Agreement, Professional Liability in an amount not less than $1,000,000 for each wrongful act and $3,000,000 in the aggregate.

12. **Modifications**

This agreement may be changed, amended, modified or extended only by a writing duly executed by the respective parties hereto.

13. **Governing Law**

Regardless of the place of physical execution or performance this agreement shall be construed according to the laws of the State of New York without regard to its conflict of laws provision, and shall be deemed to have been executed in the State of New York.

14. **Order of Precedence**

In the event of any inconsistency between clauses 1-13 of this Agreement, and the attached Exhibit A and B, the inconsistency should be resolved by giving precedence to clauses 1-13.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Research Foundation for Mental Hygiene, Inc.	**Independent Contractor**
By_____	By_____
Date_____	Date_____

Attach: CV
W9

Exhibit A

SCOPE OF WORK

See attached

Exhibit B

Rate and Payment Schedule

See Attached

Independent Contractor must submit invoices, with an original signature, to the Foundation Principal Investigator detailing the dates and hours worked.

All travel must be in accordance with the RFMH Travel Policy.

Final invoices must be marked FINAL.

Invoices shall be sent to:

@omh.ny.gov

2026 Grant Site Scope of Work- First Responders

2026 Contract- Grant Sites- First Responders Grant Year 2

Date Range: 1/1/26-12/31/26

Rationale: Cumulative stress and trauma are inherent in uniformed personnel professions which is why a suicide prevention strategy is a necessity. A 2015 survey in the Journal of Emergency Medical Services found that more than 37% of first responders had contemplated suicide and roughly 7% had attempted (Barber et al, 2015). The Ruderman Family Foundation documented that first responders are more likely to die by suicide than in the line of duty. Recent statistics have shown that 103 firefighters and 140 police officers died by suicide in 2017 (Heyman, 2018). In 2019, The Firefighter Behavioral Health Alliance (FBHA) reported that 119 firefighters and 20 EMT paramedics died by suicide.

In addition to suicide, uniformed personnel are at increased risk for a host of other consequential problems, including developing mental health problems, such as anxiety (Bentley et al, 2013), poor sleep, depression (Slaven et al., 2011), and Post-Traumatic Stress Disorder (PTSD) (Berger et al, 2011). These outcomes can be attributed to the reoccurring, risky, and often traumatic situations they experience daily, which eventually can also lead to additional physical health problems and/or burnout. Ultimately, this combination can result in long term work performance issues (ex: chronic absenteeism, early retirement, etc.) and higher rates of suicidal ideation and attempts compared to the general public (Stanley et al, 2016).

Project Goals: The Research Foundation for Mental Hygiene, Inc. (RFMH) and the New York State Office of Mental Health's Suicide Prevention Center (OMH SPCNY) seek to develop a comprehensive public health prevention strategy that goes beyond access to high quality, confidential mental health services, but also includes an upstream approach that integrates resiliency and wellness, leaving public safety personnel less vulnerable to the effects of workplace trauma exposure. For the purposes of this initiative, upstream efforts are defined as those that "build protective factors that can mitigate risk, such as creating a sense of belonging, eliminating stigmatized language and discriminating actions, building resilience through life skills and mental hardiness and enhancing mental health literacy" (workplacesuicideprevention.com, 2021). An explicit goal of integrating universal resiliency and wellness training programs into the workplace is to decrease the shame and stigma often present within these professions. This stigma prevents some uniformed personnel from reaching out for help. Finally, upstream efforts can be realized in part by viewing the unique needs of individuals working in these professions utilizing an across the career-span

CARES UP Grant Site specific activities shall include:

The following scope of work and deliverables will be expected to be met by grant recipients over grant year two **(1/1/26-12/31/26)** with technical assistance provided by the NY CARES UP team.

Grant Year Two (1/1/26-12/31/26)

- Review and implement approved activities listed in year two planning documents to bolster mental health wellness supports for staff.
- Primary point of contact to attend virtual year two kick off on January 28, 2026
- Continue to attend monthly virtual check in meetings with SPCNY CARES UP project manager/other grant sites, and any additional meetings as needed.
- Training- Grant recipients will continue to integrate training and skill building into wellness

programs to further support organizational efforts to foster and enhance workplace wellness.
    - Grant site shall develop a training plan and submit for review and approval by CARES UP Project Manager, to receive additional training funds.
        - Training plans should include proposed trainings to be offered in 2026 and projected number of members to be trained.
- Grantee shall attend CARES UP Community of Practice quarterly meetings as directed by CARES UP implementation specialist.
- Grantee will work in collaboration with Implementation Specialist to access, develop and/or enhance peer support team.
- Finalize site specific behavioral health resources and referrals directory. Once finalized, sites should identify how to promote and make accessible to members and mechanism for ensuring resource directory is up to date.
- Integrate family centered strategies that fosters communication and learning into existing wellness efforts.
- Continue participation in county Suicide Prevention Coalition (if available in the county)
- Create materials to share implementation successes such as spotlight stories, press releases, or public service announcement style videos
- Work with Implementation Specialist to create a sustainability plan
- **Submit invoices due at the end of each quarter**

Anticipated Timeline and Deliverables:
1/1/26-3/31/26 (Quarter 1: $7,500)

- Continue to attend monthly virtual check in meetings with SPCNY CARES UP team
- Attend virtual kick off meeting scheduled for **January 28, 2026**
- Attend a Community of Practice meeting On **February 27, 2026,** Topic: *Stronger Together: Building and sustaining effective and resilient peer teams*
- Using revised action plan, launch activities aimed at bolstering mental health wellness supports for staff
- Submit a revised training plan by **February 28, 2026.**

4/1/25-6/30/26 (Quarter 2: $7,500)

- Continue to attend monthly virtual check in meetings with SPCNY CARES UP team
- Attend in person CARES UP Community of Practice to be held in Albany, NY date TBD
- Attend virtual Community of Practice #2 date TBD
- Finalize site specific behavioral health resources and referrals directory. Additionally, site should develop process for promoting resource directory with all members and updating document as needed.
- Continue participation in county Suicide Prevention Coalition (if available in the county)

7/1/26-9/30/26 (Quarter 3: $7,500)

- Create materials to share implementation successes such as spotlight stories, press releases, or public service announcement style videos.
    - Create a media asset (press release, social media, etc.) to boost

engagement in your department's mental health wellness initiatives.

- Attend monthly virtual check in meetings with SPCNY CARES UP team
- Attend virtual Community of Practice #3 date TBD
- In collaboration with CARES UP team promote Suicide Prevention Month (September 2026) activities and relevant resources

10/1/265-12/31/26 (Quarter 4: $7,500)

- Complete any applicable evaluation measures
- Attend monthly virtual check in meetings with SPCNY CARES UP team
- Attend virtual Community of Practice #4 date TBD

Attachment B

Deliverable Payment Schedule

Payment:
During grant year two, grant site shall be reimbursed for deliverables as detailed in Attachment A, not to exceed **$30,000**. Training allotment will also be reimbursed up to but not exceeding **$11,275** upon documentation of trainings provided. Budget allocations for line items and/or training, with approval from CARES UP can be adjusted if needed. Total contract shall not exceed **41,275**.

Invoices:
Grant Site must submit invoices, with an original signature, to the Foundation Principal Investigator for each of the deliverables with summary report of activities (see example below). This report must capture all completed hours and activities. Invoices submitted by Independent Contractor shall detail hours, work performed & dates of service. Invoices are to be submitted for payment no more than thirty (30) days after completion of the deliverable.

Equity Agreement:
OMH's Suicide Prevention Center of New York (SPCNY) is deeply committed to promoting equity principles and practices across all initiatives. It is expected that individuals and entities contracting with SPCNY will adhere to this commitment by valuing the experiences of minoritized communities and providing culturally humble and responsive service delivery that is respectful of the diverse beliefs, practices, language, and of all individuals being served.

All travel must be in accordance with RFMH Travel Policy.

Fourth and final invoice must be marked FINAL.

Please see example below:

EXAMPLE- INVOICE

Date	Work Completed	# Of Hours
1/28/26	Attended Cohort 3 Year 2 virtual kick off meeting	1 hour
2/2/26	Met with team to complete training plan	2 hours
2/27/26	Attended Community of Practice #1	1.5 hours

EXAMPLE- Supporting Summary Report for Invoice

• Designate a grant site project manager/primary point of contact	*[Provide name of the designee]*
• Participate in CARES UP Kick Off event, a virtual webinar scheduled for 1/28/26	*[Provide names of who attended]*
• Complete and submit training plan for 2026	*[attach a copy of completed training plan)*
• Promote provided national and SPCNY *Changing the Conversation* media campaign materials, 988 & Crisis Text Line within the department as approved by SPCNY CARES UP team	*[Provide details on actions taken to promote]*
• Participate in county/regional Suicide Prevention Coalition	*[Provide dates and names of staff that attended]*
• Attend monthly virtual check in meetings with SPCNY CARES UP project manager/other grant sites, and any additional meetings as needed	*[Provide dates and names of staff that attended]*

Invoice reports should include the following statement and be signed by CEO or CFO or comparable financial leader.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the deliverables were met as stated above. 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.

Payment Schedule

Invoices due by the following dates:

- 1/1/26-3/31/26
- 4/1/26-6/30/26
- 7/1/26-9/30/26
- 10/1/26- 12/31/26

Signed invoices should be sent to:

RD