

ATTORNEY GENERAL OF THE STATE OF NEW YORK
LAW ENFORCEMENT MISCONDUCT INVESTIGATIVE OFFICE

In the Matter of

Assurance No. 25-032
TLE

Investigation by LETITIA JAMES,
Attorney General of the State of New York, of

CLINTON COUNTY AND
THE CLINTON COUNTY SHERIFF'S OFFICE,

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York ("OAG") commenced an investigation pursuant to New York Executive Law §§ 63(1) and 75(3) concerning the policies, procedures, and practices of Clinton County and the Clinton County Sheriff's Office ("CCSO") (together, "Respondents"). Specifically, OAG investigated whether Respondents engaged in unlawful discrimination based on sex in violation of the New York State Human Rights Law, Title VII of the Civil Rights Act of 1964, and the Fourteenth Amendment of the United States Constitution with respect to female employees at the Clinton County Jail ("CCJ"), whether Respondents violated the Eighth and Fourteenth Amendments of the United States Constitution by failing to prevent, detect, and respond to sexual contact between their employees and individuals incarcerated at CCJ, and whether CCJ was in compliance with the Prison Rape Elimination Act ("PREA").

This Assurance of Discontinuance ("Assurance") contains the findings of OAG's investigation, and the relief agreed to by OAG and Respondents (collectively, the "Parties").

DEFINITIONS

"Employee" includes any person carried on the payroll of the Clinton County Sheriff's Office, either as a salaried or hourly employee, a full-time or part-time employee, or a temporary, probationary or permanent employee.

"Effective Date" means the date on which this Assurance is duly executed by the Parties.

"Incarcerated individuals" refers to one or more individuals detained at, or otherwise housed, held in the custody of, or confined at CCJ.

mtk
7-23-25

“Monitor” means the individual selected to oversee implementation of the Assurance.

OAG FINDINGS

1. The paragraphs herein are based on OAG’s investigation, including a review of records provided by Respondents in response to Executive Law § 75(4)(d) Records Requests, records provided by Respondents beyond those responsive to Executive Law § 75(4)(d) Records Requests, an on-site visit by OAG personnel to CCJ, and interviews with employees of CCSO and with individuals formerly incarcerated at CCJ.

2. While OAG’s investigation was ongoing, Respondents agreed to this Assurance to avoid the time, expense, and distraction of litigation and to turn their focus to OAG and Respondents’ common goal of implementing meaningful changes to CCSO policies, procedures, and practices.

Workplace Sexual Harassment, Discrimination, and Retaliation

3. In 2021, several female corrections officers (“COs”) made complaints to the Clinton County Department of Personnel regarding unwanted physical contact, sexual comments, and requests for sexual acts by male COs. The Department of Personnel concluded that two male COs violated the Clinton County Non-Discrimination, Anti-Harassment, and Sexual Harassment Prevention Policy and that a male sergeant engaged in a sexual relationship with a female subordinate while off duty. The Department of Personnel further found that female COs had made complaints to supervisors, but there appeared to be “a lack of formal reporting on the alleged offenders,” which “create[d] a hostile work environment.” The Department of Personnel recommended that CCSO initiate disciplinary action for the two male COs and the sergeant, up to and including termination. CCSO disciplined the male sergeant with a letter of reprimand and a forfeiture of five paid holidays and disciplined one male CO with a letter of reprimand and a forfeiture of ten paid holidays. The other male CO named in the findings resigned when advised of forthcoming disciplinary charges.

4. Documents reviewed by OAG and OAG interviews corroborate the findings of the Department of Personnel report.

5. During OAG interviews, female COs who made complaints to the Department of Personnel reported that they experienced retaliation after the Department of Personnel investigation was completed. Employees also reported to OAG that they were told not to discuss the investigation or the outcome and were discouraged from reporting additional complaints to the Department of Personnel during a shift briefing. The female COs ultimately resigned from CCSO. Five female COs brought suit against CCSO and Clinton County for sexual harassment and retaliation, and the lawsuits were settled without an admission of liability.

Sexual Abuse and Sexual Harassment of Incarcerated Women by CCSO Employees

6. During OAG interviews, incarcerated women alleged sexual harassment and abuse by male employees, including touching and groping of the intimate areas of incarcerated women,

purposely brushing or rubbing against incarcerated women, and sexual comments. The OAG was also informed by several formerly incarcerated women that male employees contacted them after their release from CCJ to pursue what the formerly incarcerated women understood to be sexual relationships, contact which was and is prohibited by CCSO policies.

7. CCSO was made aware of some of these allegations when the Department of Personnel sent the Sheriff a memorandum outlining allegations reported by CCJ personnel to the Department of Personnel during the investigation of workplace sexual harassment. CCSO personnel interviewed some but not all of the incarcerated women identified in the memorandum and recorded the interviews. CCSO did not contemporaneously memorialize actions taken in connection with these allegations or any findings. In 2024, during the OAG investigation, CCSO drafted a memorandum describing those interviews.

8. At CCSO, incarcerated individuals who experience sexual abuse or harassment may report those issues to staff members or submit a grievance. In OAG interviews, formerly incarcerated women stated that they filed grievances detailing sexual abuse or harassment that they had endured, witnessed, or learned of. CCSO employees similarly described receiving grievances detailing sexual abuse and harassment. These grievances were not produced to OAG and do not appear to have been processed, investigated, resolved, or retained by CCSO.

9. A June 2024 review of CCJ by the Office of Detention Oversight for U.S. Immigration and Customs Enforcement identified six deficiencies in CCJ's Sexual Abuse and Assault Prevention and Intervention program, four of which were related to the jail's policies and procedures regarding sexual misconduct. There were no findings relating to sexual misconduct in the report.

Legal Conclusions

10. Based on the foregoing, OAG concludes that Respondents' actions violated the Eighth and Fourteenth Amendments of the United States Constitution, and provisions of the New York State Human Rights Law, N.Y. Exec. L. § 296 *et seq.*, and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*

11. The OAG further concludes that CCJ is not in full compliance with PREA, 34 U.S.C. § 30301 *et seq.*, and the accompanying regulations, 28 C.F.R. § 115.5 *et seq.*

12. Respondents neither admit nor deny OAG's findings and legal conclusions.

13. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a proceeding concerning the violations of law and conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

GENERAL INJUNCTION

14. Respondents shall not engage in, or attempt to engage in, and shall provide supervision of employees to prevent, conduct in violation of any applicable laws, including, but not limited to, the Eighth and Fourteenth Amendments of the United States Constitution, the New York State Human Rights Law, Title VII of the Civil Rights Act of 1964, PREA, and New York Correction Law, and expressly agree and acknowledge that any such conduct relating to matters addressed in this Assurance is a violation of the Assurance, and that OAG thereafter may commence the civil action or proceeding in addition to any other appropriate investigation, action, or proceeding.

MONITORING AND PROGRAMMATIC RELIEF

15. CCSO shall adopt policies and procedures, provide training, draft and implement strategic plans to prevent sexual abuse and harassment of incarcerated individuals and to prevent sexual harassment of CCSO employees, and take all other steps outlined below.

16. CCSO shall immediately comply with CCSO's Policy titled Sexual Misconduct Elimination.

- a. Within sixty (60) days of the Effective Date, CCSO shall review with all active employees at CCJ, both verbally and in writing, Clinton County's Non-Discrimination, Anti-Harassment, and Sexual Harassment Prevention Policy and CCSO's Sexual Misconduct Elimination Policy and advise all CCJ employees that they are prohibited from retaliating against any individuals who make a complaint of sexual abuse, sexual harassment, or discrimination, and are prohibited from retaliating against any individuals perceived to have reported alleged abuse, harassment, or discrimination to any party, including OAG.
- b. Within sixty (60) days of the Effective Date, all CCJ employees shall acknowledge in writing that they received copies of Clinton County's Non-Discrimination, Anti-Harassment, and Sexual Harassment Prevention Policy and CCSO's Sexual Misconduct Elimination Policy as well as an advisement of the prohibition on retaliation.

17. Monitor: CCSO shall retain and work with an independent outside person or entity (the "Monitor") to develop and implement policies, procedures, trainings, and practices that ensure compliance with the Eighth and Fourteenth Amendments of the United States Constitution, the New York State Human Rights Law, Title VII of the Civil Rights Act of 1964, and PREA as they pertain to matters addressed in this Assurance.

- a. The Monitor shall have unrestricted access to CCJ, currently incarcerated persons, employees, documents and information from Respondents on a timely basis, in order to fulfill any task required by this Assurance. The

Monitor shall work with CCSO to establish standard operating procedures and protocols to govern such access during the monitorship.

- b. Respondents shall not retaliate against any employee or current or formerly incarcerated person because that person has provided information or assistance to the Monitor.
- c. The Monitorship shall continue for four years from the date of the Monitor's retention.
- d. Selection of Monitor and Other Preliminary Matters:
 - i. By the Effective Date, OAG and CCSO will have developed both a mutually agreed upon job description and qualifications statement for the Monitor. The OAG and CCSO will have developed a process by which qualified potential candidates will be identified and screened.
 - ii. The OAG and CCSO shall put forth names and qualifications of the top candidate(s) within sixty (60) days of the Effective Date.
 - iii. The OAG and CCSO shall mutually agree on a qualified candidate. Neither party may unreasonably withhold approval of a qualified candidate.
 - iv. The candidate shall have sufficient experience in the subject matter of correctional management, operations, investigative processes, and PREA, and be independent from, and disclosed any prior affiliation with, OAG or Respondents. The candidate shall have familiarity with, or the ability to learn, New York Correction Law and the Minimum Standards and Regulations for Management of County Jails and Penitentiaries promulgated by the State Commission of Correction. A background check of the candidate will be performed by CCSO and provided to and approved by OAG.
 - v. After a candidate has been identified and approved by OAG, CCSO shall provide the candidate with a proposed budget sufficient to carry out the responsibilities described in this Assurance. CCSO and the candidate shall negotiate and agree to a proposed budget before retention by CCSO.
 - vi. Within ninety (90) days of OAG and CCSO putting forth names and qualifications of the top candidate(s), CCSO shall contract with the Monitor to provide its services and retain the Monitor for a four-year period, in accordance with Respondents' Professional Services Contract policy.

- vii. The OAG shall have a right to independently confer with the Monitor.
- viii. The Monitor may be terminated by CCSO only for good cause, unrelated to the Monitor's findings or recommendations, and only with approval of OAG. The OAG, at its sole discretion, shall have a right to require that CCSO terminate and replace the Monitor upon OAG's reasonable determination that the Monitor has not effectively monitored CCSO's compliance with this Assurance.
- ix. If the Monitor is terminated prior to the conclusion of the four-year period, OAG and CCSO shall follow the process outlined in 17(d)(i)-(vi) to retain a new Monitor according to agreed-upon timelines.
- x. Respondents shall bear the costs of the Monitor's fees and expenses.
- xi. Within ten (10) days of retaining the Monitor, CCSO shall advise all CCJ staff and incarcerated persons in writing of the retention of the Monitor, the Monitor's name, qualifications, and contact information, and the Monitor's responsibilities. This notification shall be posted in all units that house incarcerated persons at CCJ, and on CCSO's website.

Prevention of Sexual Abuse and Harassment of Incarcerated Individuals

18. CCSO shall work with the Monitor, with the ability to consult with OAG, to develop a strategic plan to prevent, detect, and respond to sexual abuse and harassment of incarcerated individuals at CCJ. Sexual abuse and sexual harassment are defined in the PREA regulations at 28 C.F.R. § 115.6. The strategic plan shall include the following elements:

- a. Compliance with PREA: CCJ shall comply with each applicable PREA standard listed in the attached Appendix A. To the extent that PREA, 34 U.S.C. § 30301 *et seq.*, or the accompanying regulations, 28 C.F.R. § 115.5 *et seq.*, are modified during the term of the Assurance, CCJ shall comply with each standard in Appendix A subject to such modifications. Further, if CCSO concludes in good faith after using its best efforts that it is unable to comply with any specific standard in Appendix A, it shall consult with the Monitor and OAG. Thereafter, CCSO, the Monitor, and OAG shall confer in good faith regarding CCJ's compliance with that standard, and OAG may in its discretion agree to a modification in light of CCJ's existing infrastructure or the cost associated with compliance with that standard.
- i. The Monitor shall review CCJ's relevant policies, procedures, training materials, and informational materials, and determine what additional policies, procedures, and materials, and what changes to

JMK
1-23-25

current policies, procedures, and materials, are necessary to prevent violations of law and bring CCJ into compliance with PREA. Compliance with PREA will address the following areas:

1. Sexual abuse and harassment prevention: CCJ will conduct intake screenings and periodic screenings for risk of potential sexual victimization and abusiveness, provide incarcerated individuals with educational materials explaining their right to be protected from sexual abuse and harassment, and create training modules for employees.
 2. Sexual abuse and harassment complaint processes: CCJ will ensure sexual abuse reporting methods beyond the grievance system, including, but not limited to, hotline access and provisions for anonymous complaints and complaints via third parties. Submission of sexual abuse complaints will not be subject to time limitations.
 3. Response to sexual abuse and harassment complaints: CCJ will provide victims of sexual abuse timely access to forensic medical examinations and health and mental health care and attempt to connect victims of sexual abuse with victim advocates to the extent they are available, including with the Commissioner of Social Services of Clinton County, or the Contractor designated by the Commissioner under Section 459-a(4) of the Social Services Law and its requirements. CCJ will require all employees to report abuse, and will put in place protections, including safety and anti-retaliation measures, for complainants.
 4. Investigations and discipline: CCJ will establish uniform investigation practices and inform incarcerated individuals of the progress and outcome of investigations. These practices will include termination as the presumptive disciplinary sanction for employees who have been found to have engaged in sexual abuse, as defined in 28 C.F.R. § 115.6, subject to New York Civil Service Law requirements. Respondents shall not enter into future collective bargaining agreements that would impair PREA compliance.
 5. Recordkeeping: CCJ will establish data collection and review processes required by PREA.
- ii. Within fifteen (15) days of the Effective Date, CCSO shall designate a PREA coordinator on staff pursuant to 28 C.F.R. § 115.11(b) and shall promptly inform OAG of this appointment. CCSO shall notify

employees and incarcerated persons of the name and duties of the coordinator and post the PREA coordinator's contact information in all housing units holding incarcerated individuals, and on CCJ's website.

- iii. As part of the strategic plan, the Monitor, working with CCSO, shall complete the attached Appendix A to include all benchmarks and deadlines to achieve compliance with each applicable PREA standard. The Monitor shall submit a completed Appendix A with the strategic plan to OAG for approval as provided for by paragraph 19.
 - iv. Within three (3) years of the Effective Date, CCSO shall schedule and complete an initial PREA audit of CCJ, followed by regular audits every three (3) years. The Monitor shall review CCJ's PREA audit report and work with CCSO to address any deficiencies. Respondents acknowledge that they are responsible for the costs incurred by the auditing process.
- b. Consistent with the requirements of PREA, CCSO and the Monitor shall conduct a physical plant assessment of CCJ, including a review of CCJ's camera system.
- i. The Monitor and CCSO shall include in the strategic plan a process for placement of additional cameras at CCJ, as needed, including in all areas in or near where incarcerated individuals are housed or have access. Cameras and video maintenance systems installed should have the capability of retaining video data for not less than thirty (30) days and capacity to store selected video indefinitely. All video shall be retained for at least thirty (30) days, unless an alleged assault or sexual abuse occurs in an area surveilled, in which case the video shall be preserved for at least three years, or until the matter is fully investigated, whichever is longer. If the storage capacity of CCJ's cameras and video maintenance system changes during the term of this Assurance, CCSO and the Monitor shall confer, and the Monitor shall recommend a longer retention period to the extent feasible.
- c. The Monitor shall review CCJ's policies and procedures relating to the grievance process for incarcerated individuals and determine what changes and/or additions to policies, procedures, data collection and analysis, and training materials need to be developed, as necessary to ensure that grievances are properly received, logged, retained, and resolved in accordance with Commission of Correction standards. The Monitor shall recommend changes and/or additions to CCJ's grievance policies and procedures to provide transparency, provide protection from retaliation,

ensure access to online procedures, including tablet/kiosk access, and provide for record keeping, data analysis, and implementation of corrective actions, as needed. CCSO shall adopt those recommendations and incorporate such changes and/or additions as soon as practicable and shall include timelines for doing so in the strategic plan. During the four-year term following the Effective Date, all grievances regarding sexual harassment, sexual misconduct, sexual abuse, or retaliation shall be transmitted to the Monitor. The Monitor may transmit grievances to OAG or OAG may request grievances at its discretion.

- d. The Monitor shall assess CCJ's compliance with applicable policies and procedures specifying the handling of sexual abuse and harassment complaints made by, or on behalf of incarcerated individuals, as well as assess compliance with applicable policies and procedures regarding investigations and employee discipline administered relating to all such complaints. The Monitor shall report the results of these assessments to OAG in periodic compliance reports pursuant to paragraph 27 for a period of four years. CCSO shall communicate and confer regularly with the Monitor regarding all sexual abuse and harassment complaints made by incarcerated individuals, or on behalf of incarcerated and formerly incarcerated individuals, investigations, outcomes of investigations, and remedial actions.
- e. The strategic plan shall also include any other measures identified by the Monitor to prevent sexual abuse and harassment of incarcerated individuals.

19. Timing and OAG Approval: Within ninety (90) days of the retention of the Monitor, CCSO shall submit the strategic plan to OAG for review, comment, and approval. Such approval shall not be unreasonably withheld by OAG.

- a. No later than sixty (60) days after OAG's approval of the strategic plan, the Monitor and CCSO shall provide OAG with all revised policies and training materials for OAG's review and comment. No later than thirty (30) days after OAG's review and comment on revised policies and training materials, the Monitor and CCSO shall provide OAG with all finalized policies and training materials for OAG's approval.
- b. No later than ninety (90) days after OAG's approval of the strategic plan, the Monitor and CCSO shall develop a process to ensure that employees are trained on each revised policy or procedure. CCSO will specify (i) staff to be trained (ii) lesson plans, (iii) tests for knowledge, and (iv) date(s) of training (and re-training) planned, and provide this information to OAG.

JMK
1-23-25

Prevention of Sexual Harassment of Employees

20. Respondents shall work with the Monitor, with the ability to consult with OAG, to develop a strategic plan to prevent workplace sexual harassment, discrimination on the basis of sex, and retaliation for the reporting of harassment or discrimination on the basis of sex at CCJ. Respondents may retain a consultant with expertise in employment law and/or the prevention of workplace sexual harassment to assist the Monitor with the strategic plan and/or compliance with the requirements of paragraphs 21-22. If Respondents retain a consultant, Respondents and the Monitor are responsible for overseeing the consultant's work and obtaining any information needed from the consultant for the periodic compliance reports required by paragraph 27.

21. The strategic plan shall include the following elements:

- a. The Monitor shall review all of CCJ's and the Clinton County Department of Personnel's policies and procedures that are relevant to workplace sexual harassment at CCJ, including training materials and investigative protocols, and determine what changes and/or additions to policies, procedures, and training materials should be developed in order to prevent workplace sexual harassment, discrimination on the basis of sex, and retaliation for the reporting of harassment or discrimination on the basis of sex. The Monitor and Respondents shall ensure that Respondents' policies, procedures, training materials, and investigative protocols, as relevant to workplace sexual harassment at CCJ, provide adequate confidentiality for complainants, provide protective measures for harassment while investigations are pending, and prevent retaliation for the reporting of harassment or discrimination.
- b. The Monitor shall specifically review CCJ's and the Clinton County Department of Personnel's policies, procedures, and training materials that are relevant to workplace sexual harassment at CCJ relating to the following areas:
 - i. Workplace sexual harassment prevention, prevention of discrimination on the basis of sex, and prevention of retaliation for the reporting of harassment or discrimination on the basis of sex;
 - ii. Promotions and assignments, including post assignments and forced overtime lists, to ensure equal opportunities for promotions and assignments for all employees;
 - iii. Reporting obligations of supervisors and other staff relating to complaints of sexual harassment, discrimination, or retaliation;
 - iv. Investigations of complaints of sexual harassment, discrimination, or retaliation; and

- v. Discipline for substantiated employee allegations of sexual harassment, discrimination, or retaliation and discipline and for supervisors who fail to report or respond to known harassment, discrimination, or retaliation in accordance with New York Civil Service Law.
- c. The Monitor shall recommend changes and/or additions to Respondents' policies, procedures, training materials and investigative protocols as relevant to CCJ, as described in sections (a) and (b), and Respondents shall adopt those recommendations and incorporate such changes and/or additions and shall include timelines for doing so in the strategic plan.
- d. The Monitor shall work with CCSO and the Clinton County Department of Personnel to create a comprehensive orientation and training plan, including lesson plans, to prevent workplace sexual harassment, including trainings for all CCJ employees as well as supervisor-specific trainings focused on reporting and investigations responsibilities for CCJ. Respondents shall implement the orientation and training plan as soon as practicable and shall include a timeline for doing so in the strategic plan.
- e. The Monitor shall review Respondents' handling of employee sexual harassment and workplace discrimination complaints, investigations, and employee discipline, for all complaints relating to CCJ, for a period of four years from the Effective Date and report the results to OAG in periodic compliance reports pursuant to paragraph 27. Respondents shall communicate and confer regularly with the Monitor regarding all employee sexual misconduct complaints, investigations, and remedial actions relating to CCJ.
- f. The Monitor shall periodically conduct climate surveys and site visits to assess CCJ's work environment and make recommendations based on these surveys and visits. CCSO shall implement the Monitor's recommendations as soon as practicable. The Monitor shall conduct at least one climate survey and one site visit prior to the submission of the strategic plan to OAG to solicit employee input for incorporation in the strategic plan. The OAG may participate in any site visits.
- g. CCSO shall display anti-sexual harassment rights and responsibilities posters in an open and obvious place and distribute anti-sexual harassment rights and responsibilities notices or fact sheets to all current and future employees. These shall be posted on CCJ's section of CCSO's website.

22. Timing and OAG Approval: Within ninety (90) days of the retention of the Monitor, Respondents shall submit the strategic plan to OAG for review, comment, and approval. Such approval shall not be unreasonably withheld by OAG.

- a. No later than sixty (60) days after OAG's approval of the strategic plan, the Monitor and Respondents shall provide OAG with all revised policies and training materials for OAG's review and comment. No later than thirty (30) days after OAG's review and comment on revised policies and training materials, the Monitor and Respondents shall provide OAG with all finalized policies and training materials for OAG's approval.
- b. No later than ninety (90) days after OAG's approval of the strategic plan, the Monitor and Respondents shall develop a process to ensure that CCJ employees are trained on each revised policy or procedure. Respondents will specify (i) staff to be trained (ii) lesson plans, (iii) tests for knowledge, and (iv) date(s) of training (and re-training) planned and provide this information to OAG.

Data Collection and Risk Management

23. CCSO, working with the Monitor and in consultation with OAG, shall develop, implement, and maintain a Risk Management System ("RMS") that will document and track facility trends at CCJ related to allegations of: (1) sexual abuse; (2) sexual harassment; and (3) retaliation for reporting sexual abuse or sexual harassment. Best efforts will be used to select an RMS that is based on existing software and hardware platforms in place at CCJ. Upon implementation of the RMS, data shall be entered prospectively. CCSO and the Monitor shall confer and develop criteria specifying the allegations that will be tracked in the RMS. That criteria and the timeline for the implementation of the RMS shall be included in the strategic plans described in paragraphs 18-22.

- a. The RMS shall ensure that trends and incidents involving sexual abuse and sexual harassment are identified and corrected in a timely manner.
- b. The RMS will collect, consolidate, analyze, track, and otherwise use its data described in this section to assist with the prevention of sexual abuse and sexual harassment.
- c. The RMS data collection shall include:
 - i. The number of allegations from incarcerated individuals, employees, or third-party reports of sexual abuse at CCJ; sexual harassment at CCJ; and retaliatory treatment and threats to incarcerated individuals or employees. These allegations shall be disaggregated by abuse and retaliation against incarcerated individuals and abuse and retaliation against employees.
 - ii. The names of employees at the CCJ who engaged in or allegedly engaged in sexual abuse or sexual harassment, and who were disciplined for actions involving sexual abuse or sexual harassment,

JMK
7-23-15

including terminations, suspensions, and resignations during or after investigations.

- iii. The number of investigations initiated regarding allegations of sexual abuse or sexual harassment, and their outcomes.
- d. CCSO shall aggregate the data collected on a quarterly basis and review aggregated data in order to assess and improve the effectiveness of their sexual abuse and sexual harassment prevention, detection, and response policies, practices, and training, including by:
 - i. Identifying potential patterns, changes, and problem areas (including for individual officers; for incarcerated individuals; and for housing units); including problems in CCJ's staffing levels and deployment, policies, practices, discipline system, and training/education that may have contributed to those patterns;
 - ii. Identifying employees and supervisors in need of retraining, performance plans, and discipline;
 - iii. Developing intervention options, as appropriate, to facilitate an effective response to identified problems; and
 - iv. Taking corrective action on an ongoing basis.
- e. CCSO shall report all data collected as part of their RMS in their periodic compliance reports to OAG pursuant to paragraph 27(b).

Compliance

24. If CCSO anticipates a failure to comply with the deadlines set forth in paragraphs 15-23 or Appendix A, they shall immediately inform the Monitor, who shall work with CCSO and OAG to discuss any request for an enlargement of time, if necessary. Enlargements of time are in the sole discretion of OAG.

25. During the term of the Assurance, if CCSO believes there is a provision of New York law that prevents CCSO's compliance with this Assurance, CCSO shall bring the matter to OAG and the Monitor's attention, and the parties will work in good faith to address the issue.

26. Acceptance of this Assurance by OAG is not an approval or endorsement by OAG of any of Respondent's policies, practices, or procedures, and Respondents shall make no representation to the contrary, with the exception of policies specifically approved by OAG pursuant to the terms of this Assurance.

JMK
123-
25

OVERSIGHT BY OAG

27. Periodic Compliance Reports: The Monitor shall provide OAG with reports detailing CCSO's compliance with the requirements set forth in this Assurance, paragraphs 15-23 (Monitoring and Programmatic Relief) and simultaneously transmit each report to Respondents. The first report shall be submitted no later than six months after the Effective Date and an executive summary of the report shall be published simultaneously on CCJ's website. This report and executive summary shall be in writing, and the format shall be mutually agreed upon by the Monitor, OAG, and CCSO prior to the filing of the first report. Following the first report, the Monitor shall submit a report of compliance to OAG, with an executive summary published simultaneously on CCJ's website, on a bi-annual basis (twice per year) for the following four years.

- a. The report shall provide the Monitor's assessment of CCSO's compliance with the terms of this Assurance, CCSO's progress developing and implementing the strategic plans set forth in paragraphs 18-22, and the adequacy of CCSO's responses to any allegations of sexual harassment or sexual misconduct involving CCJ staff or incarcerated individuals.
- b. In addition, the report shall include but not be limited to:
 - i. The policies and procedures adopted, including any subsequent modifications or additions;
 - ii. The number of trainings offered, attendance records bearing employee signatures and dates, and the number and positions of individuals provided such training per annum;
 1. The names, titles, and qualifications of the individuals who presented the trainings;
 2. All materials used in the trainings, including slides or written materials, lesson plans, training curricula, web- or video-based presentations.
 - iii. All sexual harassment or workplace discrimination complaints from employees relating to CCJ, and their outcomes;
 - iv. All grievances by incarcerated individuals relating to sexual harassment or sexual abuse and their outcomes;
 - v. All other complaints relating to sexual harassment or sexual abuse at CCJ and their outcomes, including those made pursuant to the procedures set forth in PREA; and
 - vi. All data collected pursuant to the RMS system and 28 C.F.R. § 115.87.

- c. *Compliance Report or Certification on Demand*: At any time through four years from the Effective Date, and upon sixty (60) days written notice from OAG, CCSO shall provide OAG with a report detailing or certification affirming its compliance with the requirements set forth in this Assurance, paragraphs 15-23 (Monitoring and Programmatic Relief).

28. Periodic Compliance Meetings: The Monitor, the Sheriff (or designee), counsel for Respondents, and OAG shall participate in quarterly meetings via videoconference to discuss CCSO's progress on compliance with the requirements set forth in this Assurance, paragraphs 15-23 (Monitoring and Programmatic Relief).

OTHER PROVISIONS

Default

29. Respondents expressly agree and acknowledge that a default in the performance of any obligation under this Assurance is a violation of the Assurance, and that OAG thereafter may commence the civil action or proceeding contemplated in paragraph 14, *supra*, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the Assurance has been violated shall constitute prima facie proof of the violations described in paragraphs 10-11, pursuant to Executive Law § 63(15). The OAG shall provide Respondents with a 30-day notice of intent to declare default and provide Respondents the opportunity to cure the default within that 30-day period.

Subsequent Proceedings

30. Respondents expressly agree and acknowledge that OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided, and agree and acknowledge that in such event:

- a. Any statute of limitations or other time-related defenses are tolled from and after the Effective Date of this Assurance;
- b. The OAG may use statements, documents or other materials produced or provided by Respondents prior to or after the Effective Date of this Assurance;
- c. Any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue; and
- d. Evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

Effects of Assurance

31. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of Respondents.

32. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

33. Any failure by OAG to insist upon the strict performance by CCSO of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by CCSO.

Communications

34. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 32, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows: TLE

If to Respondents, to: Sheriff David N. Favro, or in his absence, to the person holding the title of Clinton County Sheriff, and to: Jacqueline Kellcher, or in her absence, to the person holding the title of Clinton County Attorney, and to Kimberly Kinblom or in her absence to the person holding the title of Clinton County Personnel Director.

If to OAG, to: Assistant Attorney General Tracy Edwards, or in her absence, to the person holding the title of Chief, Law Enforcement Misconduct Investigative Office (currently, Tyler Nims).

Representations and Warranties

35. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to OAG by Respondents and their counsel and OAG's own factual investigation as set forth in Findings, paragraphs 1-9 above. Respondents represent and warrant that neither they nor their counsel have made any material representations to OAG that are inaccurate or misleading. If any material representations by Respondents or their counsel are later found to be inaccurate or misleading, this Assurance is voidable by OAG in its sole discretion.

36. The OAG agrees that, if OAG receives any Freedom of Information Law request for documents relating to the investigation of this matter, including documents provided in response to subpoenas, or any reports or other documents, including grievances, correspondence (including emails and texts), videos, or any other item relating to the investigation or this Assurance, OAG shall transmit the Freedom of Information Law request to the Clinton County Attorney, permit appropriate time for Clinton County Attorney to review the request, and consider

any legally valid requests to withhold or redact any documents based on identified exemptions or exceptions from FOIL requirements. The OAG shall independently evaluate and respond to FOIL requests.

37. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondents in agreeing to this Assurance.

38. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondents further represent and warrant that CCSO, by Sheriff David Favro, as a signatory to this Assurance, is charged with custody of CCJ pursuant to New York laws and regulations.

General Principles

39. Any term of this Assurance that refers to a number of days shall mean calendar days.

40. Unless a term limit for compliance is otherwise specified within this Assurance, Respondents' obligations under this Assurance are enduring. Nothing in this Assurance shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

41. Respondents shall not in any manner discriminate or retaliate against any of their employees, including but not limited to employees who cooperated or are perceived to have cooperated with the investigation of this matter or any future investigation related to enforcing this Assurance.

42. Respondents agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis.

43. Nothing contained herein shall be construed to limit the remedies available to OAG in the event that Respondents violate the Assurance after its Effective Date.

44. This Assurance may not be amended except by an instrument in writing signed by the Parties to this Assurance.

45. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

46. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

47. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

48. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

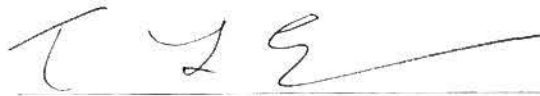
49. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the Effective Date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

50. The Effective Date of this Assurance shall be ~~July 1, 2017~~
July 28, 2025. TLE

LETITIA JAMES

Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By:



Tracy L. Edwards, Esq.
Assistant Attorney General
Law Enforcement Misconduct Investigative Office

JLK
7-28-25

CLINTON COUNTY SHERIFF'S OFFICE

By:

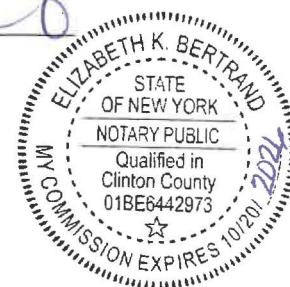
David N. Favro
David N. Favro, Sheriff

STATE OF New York)
) ss.:
COUNTY OF Clinton)


On the 23 day of July in the year 2025 before me personally came Sheriff David N. Favro to me known, who, being by me duly sworn, did depose and say that he resides in Clinton County, NY; that he is the duly elected Sheriff of the Clinton County Sheriff's Office, the Respondent described in and which executed the above instrument.

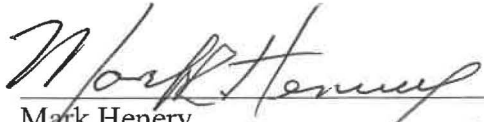
Sworn to before me this
23 day of July, 2025

Elizabeth K. Bertrand
NOTARY PUBLIC



CLINTON COUNTY

By: 
Jacqueline Kelleher, Esq.
Clinton County Attorney

By: 
Mark Henery
Chairperson, Clinton County Legislature

STATE OF New York)
COUNTY OF Clinton) ss.:

On the 24th day of July in the year 2025 before me personally came Mark Henry to me known, who, being by me duly sworn, did depose and say that he resides in Clinton County, NY; that he is the Chairperson of the Clinton County Legislature, the Respondent described in and which executed the above instrument.

Sworn to before me this
24th day of July, 2025


NOTARY PUBLIC

TONI M. MOFFAT
Notary Public, State of New York
No. 01MOC6370345
Qualified in CLINTON County
Commission Expires 1/29/26

JMK
7/25/26