

PUBLIC SAFETY COMMITTEE
July 7, 2021 1:00 p.m.

AGENDA

Chair: John Lant

Members:

Preston Allen
Eric Connolly
Dick Lucia
Jean Raymond
Jon Schopf - VC
Mike Smith

- I. Welcome and Attendance
- II. Approval of the minutes of the June 1, 2021 meeting
- III. School Resource Officer agreements with School Districts, Michael Zurlo, Sheriff
- IV. Appointing Arthur D. Nolan as Deputy Coroner, Susan Hayes-Masa, Coroner
- V. Accepting an Aid to Prosecution grant from the Division of Criminal Justice Services – Karen Heggen, District Attorney
- VI. Authorizing the acceptance of additional aid from New York State STOP DWI Foundation, Inc. in the amount of \$2,000. – J. Wes Carr, STOP DWI
- VII. Approval of the County’s Alternatives to Incarceration (ATI) Performance-Based Service Plan and acceptance of a grant for Alternatives to Incarceration from the Division of Criminal Justice Services – Steve Bayle, Probation
- VIII. Extension of a Memorandum of Agreement with NYS for the temporary loan of Interoperable Communications Resources – Carl Zeilman, Emergency Services
- IX. Other Business
- X. Adjournment

The public will have an opportunity to hear the meeting live via an audio signal using this call-in number and access code:

Dial: 1-978-990-5145 Access Code: 1840389



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Sheriff Michael H. Zurlo

DATE: 06/24/21

RE: School Resource Officer contracts

COMMITTEE: Public Safety

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)
Revenue and expenses are included in the 2020 budget and will be included in the Sheriff's proposed 2021 budget.
3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)
4. Specific details on what the resolution will authorize:
Authorize the Sheriff and Chairman of the Board to enter into agreements with the following school districts for the provision of Deputy Sheriffs as School Resource Officers: Ballston Spa (2), Burnt Hills-Ballston Lake, Corinth, Galway, Mechanicville, Saratoga Springs, Schuylerville, Shenendehowa (2), South Glens Falls and Stillwater. Form and content to be approved by the County Attorney.
5. Does this item require hiring a Vendors/Contractors: YES or NO
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
 - d. Termination of contract date:
 - e. Contract renewal and term:
 - f. Contact information:
 - g. Is the vendor/contractor an LLS, PLLC or partnership:
 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: YES or NO
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- a. What were the terms of the prior resolution
 - b. Are the terms changing:
 - c. What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- a. Effective date
 - b. Salary and grade
8. Is a new employee being hired: YES or NO
- a. Effective date of employment
 - b. Salary and grade
 - c. Appointed position:
 - d. Term:
9. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Amount of grant:
 - c. Purpose grant will be used for:
 - d. Equipment and/or services being purchased with the grant:
 - e. Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
- School districts pay 75% of the annual cost of salary, benefits, and equipment for each Deputy Sheriff provided as an SRO. For the 21/22 school year the total cost reimbursed by each district per SRO is \$74,093.75. These are one year contracts with provisions for two one-year renewals through June 2024.
- Proposed contract language mirrors expiring contracts with the exception of salary increases consistent with the current collective bargaining agreement for Deputy Sheriffs and minor language changes regarding uniforms, training/personnel records, and services to be provided when school is not in session.
- Certain sections of the contracts refer to specific staffing levels and staffing schedules that should not be shared or discussed in a public forum if possible for safety and security reasons pertaining to the schools.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Susan Hayes-Masa, Coroner

DATE: 6/14/21

RE: Appointing Arthur D. Nolan Deputy Coroner

COMMITTEE: Public Safety

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)
No budget impact. Funding for the position is included in the 2021 budget
3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)
4. Specific details on what the resolution will authorize:
As of July 1, 2021 Eugene M. LaDue will be resigning from his position as Deputy Coroner with the County. This resolution will appoint Arthur D. Nolan as the new Deputy Coroner to take Eugene's place effective the same day as Eugene's resignation. Current Deputy Coroner case rate is \$225 per case without mileage.
5. Does this item require hiring a Vendors/Contractors: YES or NO
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
 - d. Termination of contract date: indefinite
 - e. Contract renewal and term:
 - f. Contact information:
 - g. Is the vendor/contractor an LLS, PLLC or partnership:
 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: YES or NO
 - j. Vendor/Contractor comment/remarks:
Arthur D. Nolan



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment July 1, 2021
 - Salary and grade \$225/case per Res. 271-2020
 - Appointed position: Deputy Coroner
 - Term:
Minor contract that will rollover annually.
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
Letter of Resignation, Letter of Interest, and supporting resolutions are attached for review (marked up Res. 43-2017 included)



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 43 - 2017

Introduced by Supervisors Wood, Grattidge, Johnson, Lewza, Peck, Szczepaniak and Wright

APPOINTING EUGENE M. LADUE AS DEPUTY CORONER AND AUTHORIZING AN AGREEMENT FOR DEPUTY CORONER SERVICES

WHEREAS, pursuant to Resolution 121-2015, this Board amended the Saratoga County Compensation Schedule to add two contract positions of Deputy Coroner, and appointed Eric A. Catricala of the Town of Halfmoon and Anthony Perniciaro of the Town of Stillwater as Deputy Coroners for the County of Saratoga; and

WHEREAS, ~~Eric A. Catricala~~ ^{Eugene M. LaDue} resigned from the position of Deputy Coroner effective as of ~~October 31, 2016;~~ and ^{July 1, 2021}

WHEREAS, our Human Resources and Insurance Committee has approved the recommendation of Saratoga County Coroners Susan Hayes-Masa and ~~Daniel Kuhn~~ ^{David Decelle} that ~~Eugene M. LaDue~~ be appointed as Deputy Coroner effective as of ~~March 1, 2017,~~ and that a minor contract be authorized with ~~Eugene M. LaDue~~ for Deputy Coroner services at a per diem rate of \$100 per case plus mileage; now, therefore, be it ~~it~~ ^{\$225 per case w/out mileage}

RESOLVED, that ~~Eugene M. LaDue~~ of the Town of Malta be, and hereby is, appointed to the contract position of Deputy Coroner for the County of Saratoga effective as of ~~March 1, 2017;~~ and, be it further ^{July 1, 2021}

RESOLVED, that the County Administrator is hereby authorized to execute a minor contract with ~~Eugene M. LaDue~~ for the provision of Deputy Coroner services commencing ~~March 1, 2017~~ at a rate of \$100 per case plus mileage, and in an amount not to exceed \$15,000 per year, with the form and content of such minor contract to be subject to the approval of the County Attorney.

^{\$225 per case w/out mileage}

BUDGET IMPACT STATEMENT: Costs associated with this contract are included in the ~~2017~~ ²⁰²¹ county budget.

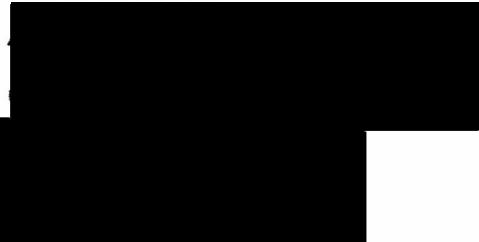
May 24, 2021

David DeCelle, Coroner,
Saratoga County, New York:

I am writing to indicate my intent to apply for the position of Deputy Coroner if a vacancy should occur. Attached is a resume of my work history and skill in the area of criminal investigations. I appreciate your taking the time to review this resume and look forward to meeting with you should an opportunity arise.

Respectfully,

Arthur D. Nolan

A large black rectangular redaction box covers the signature and contact information of Arthur D. Nolan. The redaction consists of two overlapping black boxes: a larger one on top and a smaller one below it, both obscuring the text underneath.

ARTHUR D. NOLAN

Applying for the position of Deputy Coroner.

EXPERIENCE

1970 – 2005

NEWPORT NEWS POLICE DEPARTMENT, NEWPORT NEWS, VIRGINIA

Police Captain and Acting Police Chief. The City of Newport News has a population of over 250,000 with a Police Department currently with 700 personnel. During my tenure with the Department, I served several years as a Homicide Detective and 3 years as Major Crimes Commander which included the Homicide Squad. The City experienced and continues to experience from 25-35 homicides annually. At one point during my tenure there were 47. I am very familiar with unnatural death investigations and always had an outstanding relationship with other police agencies, both Federal and Local, as well as the Commonwealth's Attorney, (District Attorney), Office.

2016 – PRESENT

WILLIAM J. BURKE FUNERAL HOME, SARATOGA SPRINGS, NY

Contract employee assisting the Funeral Directors with wakes, funerals, and occasional removals.

EDUCATION

1973

HUDSON VALLEY COMMUNITY COLLEGE, TROY, NY

AAS DEGREE, POLICE SCIENCE

SKILLS

- Highly trained in criminal investigations and crime scene preservation.
- Excellent report writing and communication skills.
- Trained in Media Relations and Public Speaking.

**Eugene M. LaDue
125 Raylinsky Road
Ballston Lake, New York 12019**

June 1,2021

**Office of the Coroner
Saratoga County
6012 Counbty Farm Rd.
Ballston Spa, NY 12020**

Effective July 1, 2021 I resign my position of Deputy Coroner of Saratoga County. After long consideration we have decided move south. It has been a pleasure the last four and a half years and thank everyone for this opportunity to serve in this position.

Sincerely

A handwritten signature in black ink, appearing to read "Eugene M. LaDue". The signature is fluid and cursive, with a large, prominent loop at the end of the last name.

Eugene M. LaDue

* Change in case rate/pay

12/15/20



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 271 - 2020

Introduced by Supervisors Peck, Lant, Lawler, O'Connor, Raymond, Veitch and Wright

AUTHORIZING AN AMENDMENT TO THE CONTRACTS WITH THE DEPUTY COUNTY CORONERS TO INCREASE THEIR RATE OF COMPENSATION PER CASE, AND AMENDING THE 2021 COUNTY BUDGET IN RELATION THERETO

WHEREAS, pursuant to Resolution 121-2015, Anthony Perniciaro of the Town of Stillwater was appointed as a Deputy Coroner of the County of Saratoga at the contract rate of \$100 per case plus mileage; and

WHEREAS, pursuant to Resolution 43-2017, Eugene LaDue of the Town of Malta was appointed as a Deputy Coroner of the County of Saratoga at the contract rate of \$100 per case plus mileage; and

WHEREAS, pursuant to Resolution 204-2020, Robert Ball of the Town of Ballston and Danielle M. Jourdan of the City of Saratoga Springs were appointed as Deputy Coroners of the County of Saratoga at the contract rate of \$100 per case plus mileage; and

WHEREAS, our Deputy County Coroners are responsible for covering our part-time elected County Coroners when the Coroners are unavailable due to work commitments at their full-time jobs; vacations, illness; personal appointments and family matters; and

WHEREAS, the Deputy County Coroners are required to be on-call and available to respond to requests for their services, but do not get paid for that on-call time unless they are actually called to render services outside their homes; and

WHEREAS, the Deputy County Coroners are responsible for attending autopsies in their assigned cases, which autopsies are usually not conducted until several days after their coverage date when they first became involved with decedent's case; and

WHEREAS, there has not been an increase in the rate of compensation paid to our Deputy County Coroners since the contract rate of \$100 per case plus mileage was originally established in June 2015; and

WHEREAS, our Public Safety Committee and the County Coroners have recommended that the contract rate of compensation for our Deputy County Coroners be increased to \$225 per case without mileage in order to adequately compensate the Deputy County Coroners for the increased time they are spending performing their duties; now, therefore, be it

RESOLVED, that the contract rate of compensation paid to our Deputy County Coroners is hereby increased from \$100 per case, plus mileage, to \$225 per case without mileage, effective as of January 1, 2021; and be it further

RESOLVED, that the Chair of the Board is hereby authorized to execute amendments to the agreements with Deputy County Coroners Anthony Perniciaro, Eugene LaDue, Robert Ball, and Danielle M. Jourdan providing for an increase in their rate of compensation to \$225 per case, without mileage, effective as of January 1, 2021, with the form and content of such amendments to be subject to the approval of the County Attorney; and be it further

RESOLVED, the 2021 County Budget is hereby amended as follows:

CORONERS

Appropriations:

Increase Acct. A.27.000-8128 Misc Medical Services	\$30,000
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Revenues:

Increase Acct. A.0599.B Appropriated Fund Balance	\$30,000
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BUDGET IMPACT STATEMENT: This budget amendment will require an appropriation from fund balance in the amount of \$30,000.

* creation of 2 more Deputy positions

10/20/20



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 204 - 2020

Introduced by Supervisors Wood, Grattidge, Lawler, Lucia, Peck, Winney and Wright

AMENDING THE 2020 COMPENSATION SCHEDULE UNDER COUNTY CORONER AND APPOINTING DEPUTY COUNTY CORONERS

WHEREAS, our County Coroners are on duty 24 hours a day, 365 days a year, and have requested the addition of two Deputy Coroner positions in the County Compensation Schedule in order to allow the Coroners greater flexibility in meeting their professional and personal obligations during the uncertainty of the current COVID-19 pandemic and other unforeseen circumstances related to the pandemic; and

WHEREAS, our Human Resources and Insurance Committee has approved the recommendations of our County Coroners that the 2020 County Compensation Schedule be amended to add two contract positions of Deputy Coroner, and that Robert A. Ball of the Town of Ballston and Danielle M. Jourdan of the City of Saratoga Springs be appointed to the positions of Deputy Coroner; now, therefore, be it

RESOLVED, that the 2020 Saratoga County Compensation Schedule is hereby amended as follows:

UNDER COUNTY CORONERS;

Create (2) Deputy Coroner, Contract

and; be it further

RESOLVED, that Robert A. Ball of the Town of Ballston and Danielle M. Jourdan of the City of Saratoga Springs are respectively appointed as Deputy Coroner for the County of Saratoga; and be it further

RESOLVED, that the Chair of the Board is hereby authorized to execute agreements with Robert A. Ball and Danielle M. Jourdan for the provision of Deputy County Coroner services at the rate of \$100 per case plus mileage, effective as of October 21, 2020; with the form and content of such agreements to be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Karen A. Heggen

DATE: 6/28/21

RE: Aid to Prosecution Grant from the Division of Criminal Justice Services

COMMITTEE: Public Safety

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)
3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)
4. Specific details on what the resolution will authorize:
Resolution accepting the Aid to Prosecution Grant from the Division of Criminal Justice Services.
5. Does this item require hiring a Vendors/Contractors: YES or NO
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
 - d. Termination of contract date:
 - e. Contract renewal and term:
 - f. Contact information:
 - g. Is the vendor/contractor an LLS, PLLC or partnership:
 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: YES or NO
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- a. What were the terms of the prior resolution 10/1/2019-09/30/2020
 - b. Are the terms changing: Yes
 - c. What is the reason for the change in terms:
Annual Aid to Prosecution contracts will now run April through March
7. Is a new position being created: YES or NO
- a. Effective date
 - b. Salary and grade
8. Is a new employee being hired: YES or NO
- a. Effective date of employment
 - b. Salary and grade
 - c. Appointed position:
 - d. Term:
9. Is a grant being accepted: YES or NO
- a. Source of grant funding: Division of Criminal Justice Services
 - b. Amount of grant: \$57,820
 - c. Purpose grant will be used for: Toward salaries
 - d. Equipment and/or services being purchased with the grant: None
 - e. Time period grant covers:
April 1, 2021 - March 31, 2022
10. Remarks/Reasoning (Supporting documentation must be attached to this form):



Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Saratoga County District Attorney	Date: May 5, 2021
Program Name: Aid to Prosecution	Award Amount: \$57,820
Agency Head Name and Title: Karen Heggen District Attorney	Term Dates: April 1, 2021 – March 31, 2022
Email: kheggen@saratogacountyny.gov	Project ID No.: AP21-1045-D00
SFS Vendor ID No.: 1000002435	Contract No.: C445274
Additional Information: This funding is provided for the Aid to Prosecution grant program. A DCJS Public Safety Grants Representative will contact your office to assist with the development of the grant contract. Please see the attached Contract Instruction Sheet for additional contract information and note that items are required within 30 days of receiving this letter.	
The award amount listed above is contingent upon the availability of appropriations, as well as execution of the grant contract by the Attorney General and the Office of the State Comptroller. If you have any questions on this award, please contact a grant representative listed below :	
<u>Questions:</u>	
Jason Tillou Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-2729 or jason.tillou@dcjs.ny.gov	Katelyn Mallick Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-3776 or Katelyn.mallick@dcjs.ny.gov

Congratulations on your award. DCJS looks forward to working with you on this important project.
Attachment (1)



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 209 - 2019

Introduced by Supervisors Peck, Allen, Barrett, Lawler, O'Connor, Ostrander and Szczepaniak

ACCEPTING AN AID TO PROSECUTION GRANT FOR THE DISTRICT ATTORNEY'S OFFICE

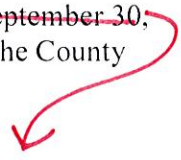
WHEREAS, the State maintains an anti-crime program to strengthen local governments' efforts to combat crime; and

WHEREAS, the State Division of Criminal Justice Services (DCJS) has offered an Aid to Prosecution Grant for the term ~~October 1, 2019 through September 30, 2020~~ to provide salary support to the District Attorney's Office for the prosecution of violent crimes; and

→ April 1, 2021 - March 31, 2022

WHEREAS, the acceptance of this DCJS grant requires this Board's approval; now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors, or the County Administrator, is hereby authorized, on behalf of the office of the District Attorney, to execute all necessary documents with the State Division of Criminal Justice Services for the acceptance of an Aid to Prosecution Grant in the amount of \$57,820, for the term ~~October 1, 2019 through September 30, 2020~~, with the form and content of such documents being subject to the approval of the County Attorney.



*April 1, 2021 through
March 31, 2022*

BUDGET IMPACT STATEMENT: None. 100% State Aid.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Hugh Burke, Interim County Attorney
Pam Wright, Clerk of the Board

CC: Jason Kemper, Planning Director
Therese Connolly, Deputy Clerk of the Board
Matt Rose, Management Analyst

FROM: Wes Carr

DATE: 6/28/2021

RE: STOP DWI Resolution

COMMITTEE: Public Safety

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed:
(If yes, budget lines and impact must be provided)
See mark up of resolution 126-2021
3. Are there Amendments to the Compensation Schedule:
(If yes, provide details)
No
4. Specific details on what the resolution will authorize:
See mark up of resolution 126-2021
5. Does this item require hiring a Vendors/Contractors:
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
 - d. Termination of contract date:
 - e. Contract renewal and term:
 - f. Contact information:
 - g. Is the vendor/contractor an LLS, PLLC or partnership:
 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: YES or NO
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution:
(If yes, attach the last approved resolution)
 - a. What were the terms of the prior resolution
 - b. Are the terms changing:
 - c. What is the reason for the change in terms:

7. Is a new position being created:
 - a. Effective date
 - b. Salary and grade

8. Is a new employee being hired:
 - a. Effective date of employment
 - b. Salary and grade
 - c. Appointed position:
 - d. Term:

9. Is a grant being accepted:
 - a. Source of grant funding: NYS STOP DWI Foundation
 - b. Amount of grant: \$2,000
 - c. Purpose grant will be used for: See mark up of resolution 126-2021
 - d. Equipment and/or services being purchased with the grant:
 - e. Time period grant covers:
See mark up of resolution 126-2021

10. Remarks/Reasoning (Supporting documentation must be attached to this form):
Attached please find:

Award letter
Mark up of resolution 126-2021

June 21, 2021

Wes Carr, Saratoga County STOP-DWI
Via E-Mail

Re: Allocation of Additional Crackdown Funds

Dear Wes:

As you are aware Saratoga County was allocated \$25,000 in crackdown funds for the grant cycle of October 1, 2020 through September 30, 2021 and in March an additional allocation of \$1,500.

Please accept this letter as official notification that effective today the NYS STOP-DWI Foundation has increased the Saratoga County allotted crackdown money by an additional \$2,000. This additional allocation is subject to use under the same criteria as the original funds granted.

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

Sincerely,

Tracie Coulson

Tracie Coulson, Vice-Chairperson
NYS STOP-DWI Foundation, Inc.

4/20/21



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 126 - 2021

Introduced by Supervisors Lant, Allen, Connolly, Lucia, Raymond, Schopf and Smith

AUTHORIZING THE ACCEPTANCE OF ADDITIONAL STATE AID FROM THE NEW YORK STATE STOP-DWI FOUNDATION, INC. FOR DWI CRACKDOWN PROGRAM PATROLS AND ACTIVITIES AND AMENDING THE 2021 BUDGET IN RELATION THERETO

WHEREAS, Resolution 89-2021 authorized renewal and implementation of our local STOP-DWI program and its participation in the 2021 New York State program; and

WHEREAS, additional state funding is available in the amount of ~~\$1,500~~ ^{#2,000} through the New York State STOP-DWI Foundation, Inc. for use in local DWI Crackdown Program patrols and activities during the grant cycle of October 1, 2020 through September 30, 2021; and

WHEREAS, our Public Safety Committee and the STOP-DWI Coordinator have recommended acceptance of these additional program funds in the amount of ~~\$1,500~~ ^{#2,000} and appropriation of the funds into Saratoga County's 2021 STOP-DWI Program budget for the aforementioned purpose; and

WHEREAS, the acceptance of these additional funds requires approval of this Board; now, therefore, be it

RESOLVED, that the Chair of the Board and/or the County STOP-DWI Coordinator are hereby authorized and directed to execute any and all documents necessary to apply for and accept additional aid from the New York State STOP-DWI Foundation, Inc. in the amount of ~~\$1,500~~ ^{#2,000} for use in Saratoga County's STOP-DWI Crackdown Program patrols and activities; and it is further

RESOLVED, that the 2021 County Budget is amended as follows:

STOP-DWI

Appropriations:

Increase Account #A.33.000-7330 DWI Grants
Increase Account #A.33.000-7330.I DWI County

\$ 500
~~\$1,000~~ ^{\$1,500}
~~\$1,500~~ ^{\$2,000}

Revenues:

Increase Account #A.33-3502 Traffic Safety Grant

~~\$1,500~~ ^{\$2,000}

BUDGET IMPACT STATEMENT: None. 100% State Aid.

New York State
STOP-DWI Foundation, Inc.



March 4, 2021

Wes Carr, Saratoga County STOP-DWI
Via E-Mail

Re: Allocation of Additional Crackdown Funds

Dear Wes:

As you are aware Saratoga County was allocated \$25,000 in crackdown funds for the grant cycle of October 1, 2020 through September 30, 2021.

Please accept this letter as official notification that effective today the NYS STOP-DWI Foundation has increased the Saratoga County allotted crackdown money by an additional \$1,500. This additional allocation is subject to use under the same criteria as the original funds granted.

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

Sincerely,

Tracie Coulson

Tracie Coulson, Vice-Chairperson
NYS STOP-DWI Foundation, Inc.

Reggie Crowley (Columbia) – Chairperson
Tracie Coulson (Cayuga) – Vice-Chairperson

Tracy Mance (Albany) - Secretary
John Winchell (Washington) – Treasurer

BOARD OF DIRECTORS: Melanie Churakos (Cattaraugus), Patricia Tomassi (Westchester), Michele James (St. Lawrence), Jeffrey Kaczor (Montgomery), Susie Schenck (Orleans)

6/16/20



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~120-2020~~

PUBLIC SAFETY

Introduced by Supervisors Peek, Lant, Lawler, O'Connor, Raymond, Veitch and Wright

AUTHORIZING THE ACCEPTANCE OF ADDITIONAL STATE AID FROM THE NEW YORK STATE STOP-DWI FOUNDATION, INC. FOR ADDITIONAL DWI CRACKDOWN PROGRAM PATROLS AND ACTIVITIES AND AMENDING THE ~~2020~~ BUDGET IN RELATION THERETO

WHEREAS, Resolution ~~49-2020~~ ⁸⁹⁻²⁰²¹ authorized renewal and implementation of our local STOP-DWI program and its participation in the ~~2020~~ ²⁰²¹ New York State program; and

WHEREAS, additional state funding is available in the amount of ~~\$2,500~~ ^{\$1,500} through the New York State STOP-DWI Foundation, Inc. for use in local DWI Crackdown Program patrols and activities during the grant cycle of October 1, ~~2019~~ ²⁰²⁰ through September 30, ~~2020~~ ²⁰²¹; and

WHEREAS, our Public Safety Committee and the STOP-DWI Coordinator would like to accept these additional program funds in the amount of ~~\$2,500~~ ^{\$1,500} and appropriate the funds into Saratoga County's ~~2020~~ ²⁰²¹ STOP-DWI Program budget for the aforementioned purpose; and

WHEREAS, the acceptance of these additional funds requires our approval; now, therefore, be it

RESOLVED, that the Chair of the Board and/or the County STOP-DWI Coordinator are hereby authorized and directed to execute any and all documents necessary to apply for and accept additional aid from the New York State STOP-DWI Foundation, Inc. in the amount of ~~\$2,500~~ ^{\$1,500} for use in Saratoga County's STOP-DWI Crackdown Program patrols and activities; and it is further

RESOLVED, that the ~~2020~~ ²⁰²¹ County Budget is amended as follows:

STOP-DWI

Appropriations:

- Increase Account #A.33.000-7330 DWI Grants
- Increase Account #A.33.000-7330.I DWI County

\$1,000	^{\$500}
\$1,500	^{\$1,000}
\$2,500	^{\$1,500}

Revenues:

- Increase Account #A.33-3502 Traffic Safety Grant

\$2,500	^{\$1,500}
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BUDGET IMPACT STATEMENT: None. 100% State Aid.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Steven Bayle, Probation Director

DATE: 6/28/2021

RE: Request for Resolution/Agenda Item

COMMITTEE: Public Safety Committee

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)

3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)

4. Specific details on what the resolution will authorize:

Authorize the approval of the County's Alternatives to Incarceration (ATI) Performance-Based Service Plan through June 30, 2022 and acceptance of a grant for Alternatives to Incarceration from the Division of Criminal Justice Services in the amount of \$26,224 for the period July 1, 2021 – June 30, 2022. Of the total grant, \$9,853.20 goes to the Community Work Order Program and \$16,370.80 goes to the Pre-Trial Services Program.

5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**

- a. Were bids/proposals solicited: N/A
- b. Is the vendor/contractor a sole source: N/A
- c. Commencement date of contract term: N/A
- d. Termination of contract date: N/A
- e. Contract renewal and term: N/A
- f. Contact information: N/A
- g. Is the vendor/contractor an LLS, PLLC or partnership: N/A
- h. State of vendor/contractor organization: N/A
- i. Is this a renewal agreement: **YES** or **NO**
- j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding: New York State Division of Criminal Justice Services
 - Amount of grant: \$26,224
 - Purpose grant will be used for: Pre-Trial Release Services & Community Work Order Program.
 - Equipment and/or services being purchased with the grant: None
 - Time period grant covers:
July 1, 2021 - June 30, 2022
10. Remarks/Reasoning (Supporting documentation must be attached to this form):



**2021/22 New York State Executive Law 13-A
Classification/Alternatives to Incarceration (ATI) Application for Funding**

DCJS will send the Article 13-A Classification/Alternatives to Incarceration (ATI) Application for Funding to the Chief Elected Official in each jurisdiction. The completed application should be approved by the Chief Elected Official in each county and submitted to DCJS as instructed in the award notice by **June 9, 2021**. *Please see the award notice and Instruction Sheet for additional DCJS GMS instructions and information regarding the contract development process.*

Article 13-A Classification/Alternatives to Incarceration (ATI) Application General Information:

DCJS funds Alternatives to Incarceration programs serving Criminal and Supreme Court. The programs offer a range of services that include pretrial services, defendant interviews, referrals and monitoring, program screening and assessment, case planning, monitoring, cognitive-based interventions, gender-specific services, substance use disorder and mental health treatment, family-focused programming, vocational training, employment-readiness training and job-placement, educational programming and interventions, and access to medical and housing services. Programs may deliver these services directly or through referral to an established network of community-based providers.

With Bail Reform in New York State, there may be a need for expanded pretrial services and localities may use funds to support pretrial monitoring/supervision, and the referral of clients to court ordered services. Counties are asked to consider the justice-involved population to determine common trends that appear to impact that community (i.e. opioid drug related crimes). This information can be used to inform the types and nature of programming to be included in the county application.

Contract Term: The contract term is for 12 months beginning July 1, 2021 to June 30, 2022.

Availability of Funds: DCJS funding provided to localities through NYS Executive Law Article 13-A Classification/Alternatives to Incarceration (ATI) is contingent upon the approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

Program Model options include, but are not limited to:

Pretrial Services, when authorized or requested by the court, will interview individuals for conditions of release; review criminal history warrants, domestic violence history, weapons restrictions, and advise the Court. Additionally, pretrial services agencies will, when authorized or requested by the court, monitor or supervise individuals, and refer clients to court ordered services. When requested by the Office of Court Administration, pretrial services agencies will also notify defendants to return for all court appearances.

Defender-Based Advocacy Services (DBA) screen and identify individuals appropriate for community-based alternatives to incarceration programs. Programs are required to prepare written Client Specific Plans for individuals before the court that identify appropriate community-based services that will reduce (or in some cases eliminate) sentences to incarceration and reduce reoffending. DBA Service

Programs refer clients to evidence-based services in the community and may provide monitoring/case-management services.

Community Service programs provide courts with community-based alternative sentencing. Community Service programs screen and identify individuals appropriate for community service. Community Service programs may refer clients to community-based service organizations or directly oversee clients performing community service. Programs work to ensure that individuals ordered by the court to complete the prescribed hours of community service do so and may be required to report the completion of community service to the court.

Treatment Accountability for Safer Communities (TASC) Model Programs screen, assess, and refer individuals with substance use disorder and/or mental illness for further evaluation and treatment. TASC model programs monitor the progress of individuals in treatment and report back to the court. TASC model programs may also provide cognitive-behavioral and/or employment-readiness training and job placement services.

Other Alternatives to Incarceration (ATI) Programs that use Evidence-Based Services target individuals appropriate for community-based services with the goal of reducing sentences to incarceration and reducing reoffending. These programs may refer individuals to community-based services or provide direct services, including residential services. They may also provide monitoring and/or case-management services and report back to the court on client progress. Programs may provide gender specific services or services to individuals with behavioral health needs, developmental disabilities, sex offenders, and other criminal justice involved populations.

Please refer to <http://www.criminaljustice.ny.gov/opca/standards.htm> for ATI program standards.

Depending on the type of program, the following are guidelines for program operation:

Screening, Assessment and Intake: TASC, DBA, and Other Alternatives to Incarceration (ATI) Programs that use Evidence-Based Services must use an actuarial validated risk and needs assessment; Community Service programs will use an actuarial validated risk and needs assessment where applicable.

ATI Programs should use risk and needs assessments to identify criminogenic needs and inform case planning, including the development of specific short and long-term goals, and community supervision. DCJS supports the use of NYCOMPAS, an actuarial validated risk and needs instrument. ATI Programs shall develop and maintain written eligibility criteria and implement detailed, comprehensive screening and assessment protocols that will facilitate referrals to appropriate services for clients.

Program Procedures and Services: The program shall develop and implement written protocols and procedures for delivering services. The procedures *may* include, but are not limited to the following areas:

- Some program models use a validated risk/need instruments that identify criminogenic factors to be addressed in the case plan. This protocol shall include a process for periodic review and re-assessment.
- Screening, monitoring and referral protocols (e.g. substance abuse, mental health, medical, entitlements, housing, employment, vocational and educational services, etc.) and follow up.
- Use of Evidence-Based Practices and Cognitive Interventions, including the incorporation of risk, needs and responsivity principles.
- Mechanisms for regular reporting to the court on participant's program compliance and the prompt reporting of non-compliant behaviors.
- A written protocol for the use of incentives and rewards that recognize individual progress and achievement and graduated responses to address non-compliant behaviors.

- Discharge planning (if applicable).

Liaison/Court Staff: The program may maintain a presence in and/or staff the courts in the counties they serve. Program staff assigned to the court may:

- Screen potential participants, when authorized or requested by the court.
- Advocate for program services.
- Report to the court on participant's progress in program and compliance with court order(s) and conditions (if applicable).

Court Screening and Collaboration with Criminal Justice Agencies: The program will work with criminal justice agencies that may include: the courts, prosecutors, defense counsel, police, probation and community-based agencies (housing, social services, treatment agencies, etc.) to facilitate participant identification, screening, assessment and enrollment in community-based services.

Personnel and Staff Development: The program will employ and retain qualified personnel. Programs will ensure that personnel are trained and continue to receive in-service training consistent with accepted evidence-based principles. Each funded program must complete the Inventory of Program Staff trained in Key Evidence-Based Practices table.

Training: OPCA Training in Evidence-Based Practices: ATI programs will be notified of available DCJS provided training; however, programs should not rely solely on training provided by DCJS. Funded programs will be prioritized to participate in DCJS training, subject to availability, in the following areas: NYCOMPAS Risk and Needs Assessment; Thinking for a Change (T4C); Motivational Interviewing; Women's Risk Needs Assessment (WRNA); Interactive Journaling; Offender Workforce Development Specialist (OWDS) Training, and Decision Points, among others. Many of these training curricula have been converted in order to be able to be completed in a virtual and remote environment. For information regarding these trainings please see Appendix: DCJS Office of Probation and Correctional Alternatives (OPCA) Training in Evidence-Based Practices.

Administration: The program is to maintain appropriate facilities for the population being served and have a system to track and monitor participant progress and service delivery.

Local Planning Group – (Please complete once for the county.)

It is recommended that localities utilize a Local Planning Group or Team when developing the ATI application for funding.

Was there a Local Planning Group or Team utilized when developing the ATI application for funding?

Yes No

NAME

AFILLIATION

Please Complete the Program Contact Information Sheet below along with the following additional required items for each program proposed (multiple copies of the program contact information sheet and sections a-f will need to be made if your county funds more than one program with Article 13-A money) :

- a. Current Year's Progress form
- b. Program Funding ID form
- c. Program Staff form
- d. Table of Organization
- e. Actuarial Risk/Needs Assessment
- f. Inventory of Evidence-Based Practices

Program Contact Information Sheet

LEGAL NAME OF PROGRAM	Saratoga Pre-Trial Program			ACRONYM	PTS
PROGRAM DIRECTOR	Edwin Brych			TITLE	Probation Officer
PROGRAM ADDRESS	Paul E. Lent Public Safety Facility 6012 County Farm Road				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4120	FAX	518-884-4258	EMAIL	ebrych@saratogacountyny.gov

LEGAL NAME OF MANAGING/SUPERVISING AGENCY	Saratoga County Probation Department				
AGENCY HEAD	Steven Bayle			TITLE	Probation Director
ADDRESS	Paul E. Lent Public Safety Facility 6012 County Farm Road				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4120	FAX	518-884-4258	EMAIL	sbayle@saratogacountyny.gov

FISCAL REPORTING PERSON	Steven Bayle				
ADDRESS	Paul E. Lent Public Safety Facility 6012 County Farm Road				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4120	FAX	518-884-4258	EMAIL	sbayle@saratogacountyny.gov

PERSON PREPARING QUARTERLY REPORTS	Steven Bayle				
ADDRESS	Paul E. Lent Public Safety Facility 6012 County Farm Road				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4120	FAX	518-884-4258	EMAIL	sbayle@saratogacountyny.gov

(Please add Contact Information Sheets as needed)

LEGAL NAME OF PROGRAM	Saratoga County Community Work Order Program			ACRONYM	CWOP
PROGRAM DIRECTOR	Sheryl Morrow			TITLE	Coordinator
PROGRAM ADDRESS	152 West High Street				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4906	FAX	518-884-4262	EMAIL	smorrow@saratogacountyny.gov
LEGAL NAME OF MANAGING/SUPERVISING AGENCY	Saratoga County Employment & Training				
AGENCY HEAD	Jennifer McCloskey			TITLE	Director
ADDRESS	152 West High Street				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4170	FAX	518-884-4262	EMAIL	jmccloskey@saratogacountyny.gov
FISCAL REPORTING PERSON	Jennifer Barrett				
ADDRESS	152 West High Street				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4902	FAX	518-884-4262	EMAIL	jbarrett@saratogacountyny.gov
PERSON PREPARING QUARTERLY REPORTS	Sheryl Morrow				

ADDRESS	152 West High Street				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4906	FAX	518-884-4262	EMAIL	

(a) Current Year’s Progress Form

1. Provide a complete and detailed description of your program, the **population served**, and the **services provided**. Include a description of the program’s impact within the local criminal justice system.

The Saratoga County Pretrial Services Program is an Alternative to Incarceration Program (ATI) run by the Saratoga County Probation Department that monitors and supervises individuals where authorized or requested by the Court. All individuals counted in this contract are released under supervision. The focus of the Pre-Trial Release program is to supervise principals released by the Courts while their charges are pending. The Pre-Trial Release program will accommodate supervising those principals as ordered by the Court. Saratoga County's Pre-Trial Release program has a positive impact on the local criminal justice system as it allows for the reduction of the local jail population which saves resources and provides supervision and accountability of principals so they can be productive members of our community.

The Saratoga County Work Order Program (CWOP) is managed by the Saratoga County Department of Employment and Training. CWOP is an Alternative to Incarceration Program (ATI) that allows the courts in Saratoga County and appropriate referrals from out-of-county courts to assign offenders to community service hours as an alternative sentence. The program saves the taxpayer money that could have been spent on jail time, allows the offender to "give back" to the community, and helps community organizations by providing free/volunteer assistance, where needed.

2. Provide current contract milestone(s) and outcome target numbers and compare to the actual numbers achieved during the contract period to date (for each program funded) in :

Contracted Milestones	Previous year’s Contract Target Numbers	Year to Date
<i>PTS – 87</i>	<i>87</i>	<i>87</i>
<i>CWOP-84</i>	<i>30</i>	<i>0</i>

3. Describe any programmatic barriers the program has faced. or N/A

If the program is continuing and it has experienced barriers to providing services, please describe an action plan to address any barriers identified. or N/A

4. If new programming or a modified program model is being applied for, please describe the program, the need for this program, and how the program will be implemented.

(b) Program Funding Identification Form

A program funding identification form must be completed for **each program** and must reflect all funds expected to be spent to support this program for the proposed contract year.

All sources of funding for this program must be reported. The total program budget should include DCJS funds, other State funds, Federal funds, tax levy funds, 1 percent bail monies and other sources including Medicaid, fee revenue, foundation funding, etc.

This itemization must accompany the budget worksheets and budget summary.

	AMOUNT OF FUNDS
DCJS Funds	\$26,224.00
Other State Funds (specify source)	
Federal Funds	
County Funds	\$43,429.40
(a) Tax Levy	
(b) 1% Bail (if applicable)	
Other Funds (specify sources)	

Total Program Budget (include all sources)	\$69,653.40

(c) Program Staff Report

Staff Position	Incumbent	Salary Budgeted	Actual Salary	Contract FTE	Fill Date	Quals. Met
Probation Officer – PTS	Edwin Brych	57,049.72	57,049.72	.25	5/17/2021	Yes
Program Coordinator - CWOP	Sheryl Morrow	55,026.14	55,026.14	.25	1/1/2021	Yes
TOTALS						

This signature will certify that the person(s) listed above are current employees of the program and that the incumbent(s) are qualified and satisfy minimum county requirements for each staff position presented in this document. *Electronic signatures are accepted.* If not available, document can be signed and scanned.

Signature

6/9/2021

Date

(d) Table of Organization

Please prepare a Table of Organization that describes how this funded project fits within the overall county criminal justice system. Attach the Table of Organization to the appropriate Project ID Record in GMS.

County Executive or Equivalent

Probation Department Public Defender Other Project

Program

Program

Program

(e) ACTUARIAL VALIDATED RISK/NEEDS ASSESSMENT

Where appropriate, programs should be using validated risk and need instruments that identify the criminogenic needs that inform effective case planning and supervision/case management. Numerous principles of best practice in community corrections (risk, needs and responsivity) are contingent upon obtaining timely, relevant measures of offenders' risk of recidivism and criminogenic needs. Assessing offenders' risk and needs is achieved when using a validated instrument for the effective supervision and treatment of offenders. Offender assessments are most reliable and valid when staff are formally trained to administer the tool(s). Screening and assessment tools that focus on dynamic and static risk factors, profile criminogenic needs, and have been validated on similar populations are preferred. (Andrews, et al, 1990; Andrews & Bonta, 1998; Gendreau, et al, 1996; Kropp, et al, 1995; Meehl, 1995; Clements, 1996)

Please answer the following questions regarding the program's use of Actuarial Validated Risk and Needs Assessment Tools.

1. When and how is the Risk and Needs Assessment tool used to assess program population(s)? Please enter N/A if not applicable. N/A
2. What specialized screens or assessment tools are being used and for which populations? (e.g. sex offender, domestic violence, mental health, substance abuse) **N/A** Please enter N/A if not applicable. Please provide a description of how specialized screens or assessments are used. .

(f). Inventory of Program Staff trained in Key Evidence-Based Practices (EBP)

Please provide below the names of program staff currently trained in the EBP listed.

Program staff name:	Validated Actuarial Risk and Needs Assessment Tool <u>Provide name of tool here:</u>	Motivational Interviewing	Cognitive Based Intervention (e.g. Interactive Journaling; T4C) <u>Provide name of curriculum here:</u>	Offender Workforce Development Specialist (OWDS)	Other Evidence-Based Practices <u>Provide name here:</u>

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Division of Criminal Justice Services

Appendix: OPCA Training in Evidence-Based Practices

Training Costs - Limited trainings may be offered by DCJS and many of these training curricula have been converted in order to be able to be completed in a virtual and remote environment. Programs are encouraged to include funding in their budgets for staff to attend trainings, as needed.

NYCOMPAS Training - ATI programs will continue to be invited to apply for access and use of the NYCOMPAS, with the exception of pretrial services agencies which have their own requirements in CPL 510.45 3 (a) and (b i, ii). Access and training will be provided by DCJS at **no cost** to the ATI program.

NIC Offender Workforce Development Specialist (OWDS) Training – DCJS presents the Offender Workforce Development Specialists (OWDS) training as part of an In-State Partnership with NIC. Through this three-week training program, individuals are specially trained to facilitate job readiness groups (Ready, Set, Work!) for persons with a criminal history, both in facilities and after release. For those under supervision, these groups can provide supervision contacts and can also greatly increase the job-readiness skills and sustained employment of unemployed individuals. Those in facilities who are able to participate in Ready, Set Work! before release are better prepared to go to work once they are back in the community.

NIC Thinking for a Change Facilitator Training – This 32-hour training experience prepares participants to deliver the Thinking for a Change program with offender groups.

Motivational Interviewing training - Motivational Interviewing (MI) is an offender-centered approach that seeks to bring about change through the reduction of ambivalence and resistance to efforts that promote such change. The course will outline the theory underlying the philosophical tenets of motivational interviewing and provide methods and techniques for its implementation. Participants will also have an opportunity to practice the skills learned during the training.

Women’s Risk Needs Assessment (WRNA) training – Administered over the course of three days, this training will provide participants with the skills and knowledge required to effectively administer and interpret the results of the Women’s Risk Needs Assessment (WRNA) instrument that will soon be available via the COMPAS suite of the Integrated Justice Portal. Participants will be trained to properly administer the various components of the WRNA assessment process including performing a case file review, the interview and written survey components, and how to properly assemble a case-management treatment plan that provides or makes referrals to appropriate services.

Interactive Journaling - an evidence-based program designed to promote lasting behavioral change in the offender population. The design of this program provides structure to the service delivery process, while building and enhancing offender-provider rapport. The two-day Facilitator Training will include an introduction to The Courage to Change model, the research that supports the efficacy of the program, along with opportunities to practice the facilitation and delivery of the curriculum.



ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

This Award Notice Supersedes Grant Award Notice sent on May 12, 2021

Table with 2 columns: Field Name and Value. Fields include Grantee/Contractor (Saratoga County Probation Department), Date (May 13, 2021), Program Name (Saratoga County 13A Classification), Award Amount (\$26,224), Signatory Name and Title (The Honorable Preston Allen), Term Dates (July 1, 2021 to June 30, 2022), and Email (daysupervisor@townofday.com).

DCJS is pleased to inform you that Saratoga County is eligible to receive the above noted amount* for your county's Article 13-A Classification/Alternatives to Incarceration (ATI) program(s) for a renewal term of July 1, 2021 to June 30, 2022.

Please find attached the 2021-22 Application for Funding. This year, DCJS is asking that you complete the Application, responding to all questions pertaining to current and future planning and submit the Application, along with the proposed Appendix B-1 Budget, to DCJS by emailing them to dcjsopcaati@dcjs.ny.gov by June 9, 2021.

If you have questions about your grant award or the contracting process, please contact Ben Lazarus, Public Safety Grants Manager with the Office of Program Development and Funding (OPDF) at (518) 457-9787 or ben.lazarus@dcjs.ny.gov.

Attachments (2)
cc: Robert M. Maccarone, Deputy Commissioner and Director

*Award is contingent upon the approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

~~87-2021~~



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~87~~-2021

Introduced by Supervisors Lant, Allen, Connolly, Lucia, Raymond, Schopf and Smith

APPROVING THE COUNTY'S ALTERNATIVES TO INCARCERATION (ATI) PERFORMANCE-BASED SERVICES PLAN AND AUTHORIZING ACCEPTANCE OF STATE GRANTS FOR COMMUNITY WORK ORDER AND PRE-TRIAL RELEASE SERVICES PROGRAMS

87-2021

WHEREAS, by Resolution ~~130-2019~~, this Board authorized the approval of our current Alternatives to Incarceration (ATI) program through June 30, 202~~0~~¹, and the acceptance of funding from the State Division of Criminal Justice Services' Office of Probation and Correctional Alternatives; and 2021

WHEREAS, the State Division of Criminal Justice Services has allocated funding for the County's ATI Program in the amount of \$26,224 for the period of July 1, 20~~20~~²¹ through June 30, 20~~21~~²²; and

2022 WHEREAS, it is necessary to approve the County's ATI Performance-Based Service Plan program through June 30, 20~~21~~²², and to authorize acceptance of the allocated ATI grant funding from the State Division of Criminal Justice Services' Office of Probation and Correctional Alternatives during said period; now, therefore, be it

RESOLVED, that this Board of Supervisors approves the County's Alternatives to Incarceration (ATI) Performance-Based Service Plan through June 30, 20~~21~~²²; and, be it further

RESOLVED, that the Chairman of the Board execute all necessary documents with the State Division of Criminal Justice Services' Office of Probation and Correctional Alternatives for the application for and acceptance of the following grants:

<u>FUND</u>	<u>PROGRAM</u>	<u>PERIOD</u>	<u>AMOUNT</u>
ATI	Community Work Order	7/1/ 20 ²¹ - 6/30/ 21 ²²	\$ 9,853.20
ATI	Pre-Trial Release Services	7/1/ 20 ²¹ - 6/30/ 21 ²²	\$16,370.80

BUDGET IMPACT STATEMENT: No budget impact. 100% State Aid.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Carl Zeilman

DATE: 6/29/2021

RE: Extension of a Memorandum of Agreement with NYS for Mutualink

COMMITTEE:

1. Is a Resolution Required: YES or NO
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: YES or NO
(If yes, budget lines and impact must be provided)

3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)

4. Specific details on what the resolution will authorize:
The Extension of a Memorandum of Agreement with The New York State Division of Homeland Security and Emergency Services for the Temporary Loan of Interoperable Communications Resources per Resolution 149-2015. No cost extension to March 31, 2024.

5. Does this item require hiring a Vendors/Contractors: YES or NO

- a. Were bids/proposals solicited:
- b. Is the vendor/contractor a sole source:
- c. Commencement date of contract term: 11/16/2015
- d. Termination of contract date:
- e. Contract renewal and term: March 31, 2024
- f. Contact information: NYS DHSES OIEC 1220 Washington Ave, Albany, NY
- g. Is the vendor/contractor an LLS, PLLC or partnership:
- h. State of vendor/contractor organization: NYS
- i. Is this a renewal agreement: YES or NO
- j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

Extending the term of the original agreement to March 31, 2024.

New Memorandum of Agreement ("MOA") to be signed by the county:

Provides for a no-cost extension of time to March 31, 2024.

Amends "Attachment A" to:

Provide for additional Edge licenses, if not previously accounted for. This number was based on a formula that took in to account factors such as your county population and current Mutualink deployment. Depending on when you last executed an MOA for Mutualink, you o may no have ahead received these additional licenses. The coun in Attachmen reflects the correc total. Revise the hardware invento lis to address any changes from the original plan (e.g. addition o a VNIC o mobile router) and incorporate specifi device serial numbers as installed.



ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner, DHSES

MICHAEL A. SPRAGUE
Director

Contract No. X600141

INTERGOVERNMENTAL MEMORANDUM OF AGREEMENT

By and Between

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES and Saratoga County for

TEMPORARY LOAN OF INTEROPERABLE COMMUNICATIONS RESOURCES

This Intergovernmental Memorandum of Agreement ("MOA") is entered by and between the State of New York Division of Homeland Security and Emergency Services ("DHSES" or "State of New York") with offices located at 1220 Washington Avenue, State Office Campus, Building 7A, 7th Floor, Albany, New York 12226 and the County of Saratoga ("County") with offices located at 40 McMaster Street, Ballston Spa, New York 12020. The foregoing DHSES and/or County shall sometimes be referred to herein individually as "Party" and collectively as "Parties." For the purposes of this agreement the term "county" or "counties" shall include the City of New York.

WITNESSETH:

WHEREAS, DHSES has acquired the hardware, software, and user Mutualink Edge Subscription Services for Mutualink Interoperability platforms and wishes to temporarily loan or continue to loan such equipment at no cost to New York State counties for communications purposes; and

WHEREAS, this MOA establishes the responsibilities, rules, and procedures for the deployment and use of the equipment, software, and user subscriptions provided to the County by DHSES;

WHEREAS, the County acknowledges receipt of said equipment;

NOW, THEREFORE, in consideration of the promises set forth herein, be it known that DHSES hereby grants a temporary revocable permit to County, to use or continue to use the Interoperable Communications Resources designated in Section 2, subject to the terms and conditions as hereinafter provided:

1. PURPOSE

DHSES is providing the opportunity for each county to receive and use or continue to use equipment, software, and/or Mutualink Edge Subscription Service (hereinafter "Interoperable Communications Resources"), further described in Section 2, which will allow counties to communicate on a common platform for emergency management and public safety planning and response purposes. These resources are being provided on a loan basis and title to the Interoperable Communications Resources shall remain with the State at all times. The State has the right to recall the Interoperable Communications Resources at any time upon notification to the County, including the termination of the Edge User Subscription Service. In

the event the State seeks to transfer title and ownership of any of the Interoperable Communications Resources described herein, the parties must execute a separate, mutually acceptable written agreement. The Parties acknowledge that the Interoperable Communications Resources issued under the terms and conditions of this MOA are not intended to provide all the equipment (hardware/software) appropriate and necessary for the operation of an interoperability network, and that the Interoperable Communications Resources issued are intended to enhance the ability of the County to successfully communicate with the State, other user local jurisdictions within the State, and adjoining states.

2. **DESCRIPTION OF INTEROPERABLE COMMUNICATIONS RESOURCES**

DHSES agrees to provide or continue to provide to the County on a temporary loan basis, a copy of Mutualink Edge software with up to fifteen (15) User Subscriptions for County use, in addition to network interface controllers (NIC) to tie into available County media capabilities. All hardware, software, and licenses shall be collectively referred to herein as "equipment" or "Interoperable Communications Resources." The specific Interoperable Communications Resources loaned to the County pursuant to this MOA are hereby attached as Attachment A.

3. **TERM AND TERMINATION OF AGREEMENT**

3.1 The term of this Agreement, unless amended or extended by written mutual consent of the Parties, shall commence on the first Monday immediately following approval by the Office of the State Comptroller and shall terminate March 31, 2024, unless terminated earlier pursuant to the terms of this agreement.

3.2 DHSES may terminate this MOA immediately, upon written notice of termination to the County, if the County fails to comply with the terms and conditions of this MOA and/or with any laws, rules, regulations, policies, or procedures affecting this MOA. The termination shall be effective in accordance with the terms of the notice outlined in Section 17. DHSES reserves the right to take back the Interoperable Communications Resources in the event of a breach of this MOA or if the Interoperable Communications Resources are not being used to its full potential or are being misused.

3.3 Either party shall have the right to terminate this MOA early for: (i) unavailability of funds; (ii) cause; or (iii) convenience upon ten (10) business days' written notice.

3.4 Upon termination of the agreement or upon the request of DHSES, the County shall return all remaining equipment, less ordinary wear and tear, to DHSES. Any subscription or non-hardware services shall be terminated by DHSES pursuant to the notice provisions of this Agreement. The County agrees to undertake whatever actions are reasonably requested by DHSES to return possession of the Interoperable Communications Resources to DHSES within fifteen (15) business days.

4. **TERMS OF USE**

The Parties agree that the County shall continue in possession of the Interoperable Communications Resources provided the County complies with the following conditions:

4.1 The County specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose. Section 112 of the State Finance Law requires that any contract made by a State Agency which exceeds fifty thousand dollars (\$50,000) in amount, or if the State agrees to give something other than money when the value or reasonable estimate value of such consideration exceeds ten thousand (\$10,000), it shall not be valid, effective, or binding upon the State until it has been approved by the New York State Attorney General and the State Comptroller (OSC) and filed in the OSC.

4.2 The Parties agree that the County may use the Interoperable Communications Resources for emergency management and public safety planning and response. The County shall also be permitted to use such Interoperable Communications Resources for all other official public safety and emergency management communications on a day-to-day basis. The County agrees it shall keep the Interoperable Communications

Resources online and ready for use. At a minimum, the County agrees to maintain at least one instance of the Interoperable Communications Resources connected and ready for use at all times (24 hours/7 days), except when the Interoperable Communications Resources are unavailable due to maintenance by the vendor.

4.2.1 Unless otherwise agreed to by DHSES in writing, the County agrees that it shall only assign licenses to agencies responsible for public safety. For purposes of this Agreement, agencies involved in Public Safety are defined as those offices or entities responsible for the welfare and protection of the general public, including law enforcement, fire service, emergency management, 911 and communications, EMS, and county-owned and controlled utilities, transportation, and public health. Assignment to a non-County public safety agency is only permitted upon the execution of a written agreement between the County and the non-County user(s) incorporating the terms and conditions of this Agreement. The County shall be solely responsible to DHSES to ensure that all users of licenses loaned under this Agreement are compliant with the terms and conditions thereof.

4.2.2 Assignment of licenses covered under this Agreement by the County to non-County public safety agencies must first receive the prior written approval by DHSES.

4.3 The County shall be required to test the entire system on no less than a monthly basis and shall provide notice of such test to dhses.oiec@dhses.ny.gov. Such testing shall include, at minimum, one of the following four (4) possible tests:

- 1) Placing a call to another county. Neighboring counties may wish to arrange for scheduled testing;
- 2) Placing a call to the State Watch Center;
- 3) Placing a call to Mutualink tech support; and/or
- 4) Placing a call to another user within the County.

4.4 The County agrees that it shall participate, upon reasonable advance notice, in drills, exercises, or other events sponsored by the State involving the use of such Interoperable Communications Resources.

4.5 The County agrees that it shall invite DHSES to all incident sessions initiated utilizing the Interoperable Communications Resources.

4.6 The County shall ensure that only qualified persons will utilize the Interoperable Communications Resources and that it shall verify that such persons have received any applicable training.

4.7 The County shall ensure that all intended users and operators of the Interoperable Communications Resources complete a State-provided orientation that will familiarize the County with the use of such, as appropriate.

4.8 The County agrees and understands that the County is solely responsible for its own access to the internet and electrical supply, which are necessary to ensure connection to the internet and accessibility to subscription services.

4.9 The County understands and agrees that the County is solely responsible to understand any and all data safety or security issues surrounding the use of the Interoperable Communications Resources and accommodate its use according to the capabilities and limitations of the Interoperable Communications Resources. As such, the County shall be responsible to educate its users pursuant to this Agreement of such capabilities and limitations.

4.10 The County understands and agrees that, on occasion, the vendor will be required to perform both routine and emergency maintenance to the Interoperable Communications Resources, which may be conducted with advanced notice or no notice at all. The County shall be prepared for use of alternative systems during planned and unplanned outages.

4.11 The County agrees to report inoperable equipment and/or inaccessible or offline services directly to the vendor and shall work with the vendor to resolve the situation until such equipment is rendered operable and/or services are brought back online.

- 4.12 The County agrees that it shall provide DHSES, its vendors, and subcontractors with reasonable time and opportunity to properly maintain the Interoperable Communications Resources in accordance with the manufacturer's recommendations and all applicable laws and regulations.
- 4.13 Notwithstanding any other provision of this agreement, the County understands and agrees that the State may take back the Interoperable Communications Resources at any time for any reason, or may redeploy the Interoperable Communications Resources if it is determined to be needed in another area as directed by DHSES, and that the County must make the Interoperable Communications Resources immediately available. DHSES shall provide reasonable notice, or the maximum notice possible under the circumstances, to the County Point of Contact.
- 4.14 The County agrees that it has no claim in law or equity concerning the Interoperable Communications Resources, including hardware, software, or licenses.
- 4.15 The County agrees that it shall not sell or otherwise transfer the Interoperable Communications Resources to any other entity without the express written permission of DHSES.
- 4.16 Subject to sections 4.2.1 and 4.15 of this Agreement, the County and DHSES hereby agree that a minimum of one license will be dedicated for, and provided to, each of the following County officials or offices:
- 1) County Public Safety Answer Point;
 - 2) County Emergency Operations Center;
 - 3) County Emergency Manager; and
 - 4) County Fire Coordinator.

5. **OTHER TERMS**

- 5.1 The Parties acknowledge that the Interoperable Communications Resources issued under this MOA are not intended to provide all the resources appropriate and necessary for the County's communications capabilities but rather the Interoperable Communications Resources issued are intended to enhance the ability of the County to communicate with the State and other jurisdictions for emergency management and public safety planning and response.
- 5.2 The Parties acknowledge that the Interoperable Communications Resources issued or any resources to be issued in the future are subject to the availability of funding. The Parties reserve the right to expand the scope of the Interoperable Communications Resources distributed if funding is available.

6. **APPENDIX A**

Appendix A, Standard Clauses for All New York State Agreements, is hereby attached as Attachment B and made part of this Agreement and shall take precedence over all other terms of this Agreement.

7. **LOAN OF RESOURCES**

The Interoperable Communications Resources shall be loaned exclusively to the County only for the purposes set forth in this MOA. No other use of the equipment shall be authorized. DHSES shall retain title to the Interoperable Communications Resources loaned under this Agreement at all times. The County shall be responsible for all costs associated with preparing, packing, and transporting the equipment.

8. **COMPENSATION**

As compensation for this permit, the County shall pay DHSES a one-time administrative fee of \$1.00; payment of same is hereby waived. As such, this Agreement shall not be construed to have any monetary value. Nonetheless, the parties agree that duties and responsibilities assigned to each party constitute valid consideration for this agreement. The County is responsible for all peripheral costs associated with use of the equipment, including internet and mobile data access, in addition to preparing, packing, and transporting the equipment for return to DHSES.

9. **COUNTY POINT OF CONTACT**

The County will designate its own member Point of Contact (County POC) for the purpose of arranging for and the installation, maintenance, and return of the equipment to DHSES. The County's POC shall also be responsible as a 24-hour point of contact for this Agreement and any issues arising from its existence and be responsible for maintaining the current state of the contact information. The County shall notify the DHSES Point of Contact of any changes to the County Point of Contact information below.

The County Point of Contact is:

[Insert name]
[Insert title, office]
[Insert agency]
[Insert address]
[Insert office number]
[Insert office email address]

10. **DHSES POINT OF CONTACT**

For the State of New York:

Michael A. Sprague
Director, Office of Interoperable and Emergency Communications
NYS Division of Homeland Security and Emergency Services
State Office Campus – Building 7A
1220 Washington Avenue
Albany, NY 12242
(518) 242-8275
Michael.Sprague@dhses.ny.gov

11. **CONDITIONS AND MAINTENANCE OF INTEROPERABLE COMMUNICATIONS RESOURCES**

- 11.1 DHSES will make its best effort to ensure that the Interoperable Communications Resources loaned under this Agreement are furnished to the County in a serviceable condition suitable for its intended use. However, DHSES makes neither warranty nor guarantee of fitness of the property for any particular purpose or use.
- 11.2 DHSES shall be responsible for the following: 1) ordering, purchasing, and accepting Interoperable Communications Resources; and 2) communicating to the Vendor the need to issue the Interoperable Communications Resources to the County.
- 11.3 The County shall be responsible to receive the Interoperable Communications Resources and document that the County's orientation with the Interoperable Communications Resources occurred. Additionally, the County shall, as appropriate, 1) provide periodic inventory reports to DHSES with the reports setting forth what equipment was issued; 2) assist in resolving equipment-related issues, such as defective equipment; 3) conduct any maintenance, as determined by DHSES, in accordance with the manufacturer's recommendations and all applicable laws and regulations to assist in its operational functionality; and 4) satisfy any State or federal reporting requirements.

12. **INTEROPERABLE COMMUNICATIONS RESOURCES SECURITY**

Upon acceptance of the Interoperable Communications Resources, the County assumes all responsibility for secure storage, maintenance, and property accountability.

13. **NO THIRD-PARTY TRANSFERS**

This MOA or the Interoperable Communications Resources loaned hereunder shall not be transferred to any other party by the County without the express written permission of DHSES.

14. **RETURN OF EQUIPMENT**

Upon expiration or termination of the MOA, or upon the request of DHSES, the County shall be responsible to return all Interoperable Communications Resources to DHSES in the same condition as it was issued, less and except ordinary wear and tear, within fifteen (15) business days. The County is responsible for all costs associated with preparing, packing, and transporting the equipment, to DHSES. If the Interoperable Communications Resources are not returned, or not returned in good working order and repair, the County may be responsible to reimburse DHSES the replacement value of the Interoperable Communications Resources.

15. **LIABILITY AND INSURANCE**

15.1 The County shall indemnify and hold harmless the State of New York for any claims arising out of the use and deployment of the Interoperable Communications Resources. DHSES does not agree to any indemnification provisions in any documents attached hereto that require DHSES or the State of New York to indemnify or hold harmless the County or third parties. Notwithstanding anything to the contrary in this Agreement, DHSES shall not be liable to the County for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability) agreement, warranty, or otherwise, arising out of or relating to DHSES's acts or omissions under this Agreement. The County remains liable for damages attributable to their respective negligence, misconduct, or omissions without limitations.

15.2 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or any other between the Parties.

16. **INTERPRETATION**

This Agreement shall be interpreted according to the laws of the State of New York.

17. **NOTICES**

Any and all notifications, consents, and other communications to DHSES regarding the implementation, production, or operational production or operational processes of this Agreement shall be in writing. All notices permitted or required by this agreement shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by email.

18. **AMENDMENTS**

This Agreement may not be changed, altered, or modified except in writing and signed by both Parties and, if required, approved by both the Attorney General and Comptroller of the State of New York.

19. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this Agreement are hereby superseded.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties.

ON BEHALF OF THE COUNTY:

ON BEHALF OF DHSES:

Name: _____

Name: _____

Title: _____

Title: _____

Contractor Acknowledgement for MOA# X600141

State of New York)
)ss.
County of _____)

On this _____ day of _____, 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 upon behalf of which the individual(s) acted, executed the instrument

(Signature and office of the person taking acknowledgment)

State of New York)
)ss.
County of _____)

On this _____ day of _____, 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 upon behalf of which the individual(s) acted, executed the instrument

(Signature and office of the person taking acknowledgment)

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

And

Saratoga County

Contract No. X600141

ATTACHMENT A

Quantity	Item
1	Cisco Router/VPN appliance
2	M500-610-001 Radio Network Interface Controller (RNIC); Serial Numbers; R004505093; R004505094
1	M500-240-001 Video Network Interface Controller (VNIC); Serial Number 004505007v
11	Edge Client Software Licenses
1	Client Management Software License

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.