

PUBLIC SAFETY COMMITTEE
August 3, 2021 4:00 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 July 7, 2021 meeting
- III. Accepting the 2021 SHSP Grant – Carl Zeilman, Emergency Services
- IV. Intermunicipal Agreements for Shelter Services for 2022 – Penny Heritage, Animal Shelter
- V. Reduction in Animal Shelter Adoption Fees through 12/31/2021 – Penny Heritage, Animal Shelter
- VI. Department of the NAVY Agreement – Sheriff Zurlo, Sheriff's Department
- VII. Other Business
- VIII. 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: Ed Tremblay,

DATE: July 7, 2021

RE: Budget Amendment for 2021 SHSP

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:
Request for the Chairmen to accept the 2021 SHSP Grant and to amend the Budget for finds received.
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: Department of Homeland Security
 - b. Amount of grant: \$185,651.00
 - c. Purpose grant will be used for:
 - d. Equipment and/or services being purchased with the grant: Yes
 - e. Time period grant covers:
September 1, 2021 to August 31, 2024
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
- See attached:
Equipment Total: \$53,921.00
Communications Equipment: \$28,921.00 Budget Line-1-36-366-8544
Cyber Equipmnet Funds: \$25,000.00 Budget Line-1-36-366-7033
All other Total: \$131,730.00
CAD Maintenance and support services: \$30,500.00 Budget Line-1-36-366-7033
Training Equipment Maintenance: \$14,000.00- Budget Line-1-36-366-7080
Maintainance and Lease Costs of EOC Copier: \$1,080.00 Budget Line-1-36-366-8543
Mobile Data Conection Fees: \$3,600.00 Budget Line-1-36-366-8533
Responce Notification I am Responding Contract: \$82,550.00 Budget Line-1-36-366-8190

21 SHSP- Budget Summary

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
<u>1</u>	E-1 Interoperable communications equipment (and re...	1	\$28,921.00	\$28,921.00	\$28,921.00	\$0.00	<u>X</u>
<u>2</u>	E-2 System, Security Event/Incident Management Equ...	1	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00	<u>X</u>
Total				\$53,921.00	\$53,921.00	\$0.00	

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
<u>1</u>	AO-1 Maintenance costs for Computer Aided Dispatch...	1	\$30,500.00	\$30,500.00	\$30,500.00	\$0.00	<u>X</u>
<u>2</u>	AO-3 Maintenance costs for CBRNE training equipmen...	1	\$14,000.00	\$14,000.00	\$14,000.00	\$0.00	<u>X</u>
<u>3</u>	AO-4 Maintenance and lease costs of EOC photocopie...	1	\$1,080.00	\$1,080.00	\$1,080.00	\$0.00	<u>X</u>
<u>4</u>	AO-5 Mobile data connection fees	1	\$3,600.00	\$3,600.00	\$3,600.00	\$0.00	<u>X</u>
<u>5</u>	AO-2 Response notification and alerting system ser...	1	\$82,550.00	\$82,550.00	\$82,550.00	\$0.00	<u>X</u>
Total				\$131,730.00	\$131,730.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$185,651.00	\$185,651.00	\$0.00



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 206—2018 **2021**

Introduced by Supervisors Peck, Allen, Lawler, Ostrander, Pemrick, Szczepaniak, and Tollisen

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY
AND EMERGENCY SERVICES TO ACCEPT A **2021** HOMELAND
SECURITY PROGRAM GRANT AND AMENDING
THE BUDGET IN RELATION THERETO**

WHEREAS, funds are available from the New York State Division of Homeland Security and Emergency Services for a **2021** State Homeland Security Program (SHSP) grant in the amount of **\$185,651.00**; and

WHEREAS, said funds are available to pay for ~~computers and projectors; replacing a generator at the Spruce Mountain radio site; protective clothing; Verizon charges; Spectrum charges; a renewal of the "I Am Responding" contract; Cyanokit; and copier lease charges;~~ and

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

RESOLVED, that the Chair of the Board is authorized to execute all agreements and documents necessary to accept a **2021** New York State Homeland Security Program grant in the amount of **\$185,651.00**, with the form and content of said documents and agreements being subject to the approval of the County Attorney; and, be it further

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

DEPARTMENT OF EMERGENCY SERVICES:

Appropriations:

Increase Acct.:	A.36.366-8544 Communications Equip.	\$ 28,921
Increase Acct.:	A.36.366-7033 Computer Equipment	\$ 55,500
Increase Acct.:	A.36.366-7080 Equipment	\$ 14,000
Increase Acct.:	A.36.366-8190 Other Professional Services	\$ 82,550
Increase Acct.:	A.36.366-8533 Other Professional Services	\$ 3,600
Increase Acct.:	A.36.366-8543 Office Equipment Rental	\$ 1,080
		\$ 185,651

Revenues:

Increase Acct.:	A.36-3306 Homeland Security	\$185,651.00
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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: Penny Heritage Director, Animal Shelter

DATE: 7/22/21

RE: Renewing Annual Municipal Agreements for 2022

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:
Renewing Annual Municipal Agreements for Animal Shelter Services in 2022- no change from 2021.
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 Please see attached
 - b. Are the terms changing: No
 - 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):
Please see marked-up Resolution and Intermunicipal Agreement, attached.

Marked-up Resolution

10/20/20



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~202~~ - 2020 ²⁰²¹

Introduced by Supervisors ~~Peck, Lant, Lawler, O'Connor, Raymond, Veitch and Wright~~ ^{Lant, Allen, Connolly, Lucia, Raymond, Schopf and Smith}

AUTHORIZING THE CHAIRMAN TO ENTER INTO INTERMUNICIPAL AGREEMENTS WITH PARTICIPATING MUNICIPALITIES FOR 2021, 2022 SARATOGA COUNTY ANIMAL SHELTER SERVICES

2021

WHEREAS, pursuant to Resolution ²¹² ~~52-2020~~, the County entered into intermunicipal agreements with those municipalities within Saratoga County which utilize the services of the Saratoga County Animal Shelter for shelter services rendered for the service period January 1, 2020 through December 31, 2020, at the same rates and upon the same terms and conditions as authorized by Resolution ~~131-2019~~ for the provision of Animal Shelter services in 2019, and ^{and}

~~WHEREAS, the Director of the Animal Shelter has recommended that the County enter into agreements with those municipalities utilizing the services of the Animal Shelter for shelter services in 2021, subject to the elimination of the requirement set forth in the current and previous shelter services agreements that the Animal Shelter's staff will respond to local emergency or rabies related incidents as soon as possible when the contracting municipality's animal control person is unavailable, which service was provided at a per call rate of \$90 plus mileage at the mileage rate set by the IRS; and~~

~~WHEREAS, the Director of the Animal Shelter has requested the elimination of the foregoing requirement from 2021 intermunicipal agreements for the reason that it is not feasible for the Animal Shelter's staff to provide this service, and most municipalities already have in place a working relationship with an adjoining municipality or municipalities to provide backup Animal Control Officer services; and~~

WHEREAS, our Public Safety Committee and the Director of the Animal Shelter have recommended that the County enter into renewal intermunicipal agreements with all participating municipalities for Saratoga County Animal Shelter Services for the service period January 1, 2021 through December 31, 2021 at the same rates and upon the same terms and conditions as authorized by Resolution ~~52-2020~~ for 2020 shelter services, with the exception that the Saratoga County Animal Shelter will no longer respond to local emergency or rabies related incidents when the contracting municipality's animal control person is unavailable; now, ^{now} therefore, be it

2021

RESOLVED, that the Chair of the Board is hereby authorized and directed to execute intermunicipal agreements with those municipalities within Saratoga County which utilize the services of the Saratoga County Animal Shelter for shelter services rendered for the service period January 1, 2021 through December 31, 2021, at the same rates and upon the same terms and conditions as authorized by Resolution ~~52-2020~~ for the provision of Animal Shelter services in 2020, with the exception that the Saratoga County Animal Shelter will no longer respond to local emergency or rabies related incidents when the contracting municipality's animal control person is unavailable; and be it further

And

RESOLVED, that the form and content of such intermunicipal agreements shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None.

Previous resolutions:

212 - 2020

52 - 2020

131 - 2019

196 - 2017

204 - 2014

~~22~~
INTERMUNICIPAL AGREEMENT
For Shelter Services Rendered January 1, 2021 - December 31, 2021 ~~22~~

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY);

-and-

TOWN OF [REDACTED], a municipal corporation duly organized under the laws of the State of New York with a principal office at [REDACTED] (TOWN),

WITNESSETH:

WHEREAS, the COUNTY owns and operates the Saratoga County Animal Shelter (hereinafter "Shelter") located at 6010 County Farm Road, Ballston Spa, New York 12020; and

WHEREAS, COUNTY'S Shelter provides certain services to contracting municipalities relative to the care and impoundment of animals delivered to the Shelter by municipal animal or dog control officers within Saratoga County; and

WHEREAS, COUNTY'S Shelter also provides other services to contracting municipalities such as cremation services; and

WHEREAS, TOWN desires to enter into an agreement with COUNTY for the provision of shelter and other services offered by COUNTY'S Shelter;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, COUNTY and TOWN agree as follows:

1. The COUNTY will maintain and operate a shelter for the care and impoundment of seized and stray dogs in accordance with Article 7 of the Agriculture and Markets Law and its applicable rules and regulations. The COUNTY'S Shelter will also provide for the care and impoundment of seized cats delivered to the Shelter by TOWN.

2. The COUNTY Shelter shall be staffed by COUNTY employees and will be open Monday through Saturdays (excluding holidays) from 10 A.M. to 4 P.M. The COUNTY shall provide the TOWN with a key to access the Animal Control area of the Shelter at all times.

3. The COUNTY is responsible for the maintenance of the Shelter's records including the disposition of each animal delivered to the Shelter. The COUNTY shall provide the TOWN with a monthly Animal Control Officer/Dog Control Officer report detailing each stray and seized dog delivered to the Shelter from within the municipal boundaries of the TOWN. The COUNTY shall also provide the TOWN with a monthly report of all cats delivered to the Shelter by TOWN'S Animal or Dog Control Officer. The TOWN shall have forty-five (45) days from the receipt of each monthly report submitted by COUNTY to dispute any entry in the report by notifying the Shelter's Supervisor, in writing, of any disputed entry or entries.

4. The COUNTY will accept trapped feral cats brought by the TOWN to the Shelter to be vaccinated and spayed/neutered, subject to TOWN's agreement to take back and recover the cat from the Shelter and release it back into the area in which it was found. If a feral cat is Leukemia or Aids positive, or has serious health issues, the Shelter will humanely euthanize the animal.

5. The COUNTY will not accept from the TOWN deceased wildlife/roadkill such as deer, fox, skunk and opossum for cremation at the Shelter unless there is suspected concern of rabies, which must be supported by appropriate documentation of symptoms and behavior observed, and the prior approval of Saratoga County Public Health Services to test the deceased animal for rabies has been obtained.

6. The COUNTY'S Shelter staff will not respond to emergency or rabies-related incidents when the TOWN'S animal control person is unavailable.

7. For shelter services rendered to animals either delivered to the Shelter by TOWN or for which services TOWN is otherwise responsible for the payment of pursuant to state law or regulation, COUNTY shall charge, and TOWN agrees to pay, a fee of \$40.00 per dog, \$20.00 per cat and \$20.00 per puppy or kitten.

8. For the cremation of animals either delivered by the TOWN to the Shelter or for which the TOWN is otherwise responsible for the payment of the cremation of, COUNTY shall charge, and TOWN agrees to pay, a fee determined by the weight of the animal cremated in accordance with the following schedule:

0-25 lbs.	\$15.00
26-50 lbs.	\$20.00
51-75 lbs.	\$30.00
76-100 lbs.	\$35.00
over 100 lbs.	\$40.00

9. The COUNTY will collect and remit impoundment fees to the TOWN.

10. The TOWN will pay the COUNTY for all services rendered by the COUNTY pursuant to this agreement during the period from January 1, 2021 through December 31, 2021, as documented in the monthly reports submitted by the COUNTY to the TOWN. The COUNTY shall submit bills for services to the TOWN during the month of April 2022 for said services rendered in 2021, which sum shall be due and payable by TOWN on or before September 1, 2022.

23
23
22
22

[Signature Page to Follow]



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: Penny Heritage Director, Animal Shelter

DATE: 7/26/21

RE: Annual request to reduce adoption fees for cats & kittens, through Dec. 31, 2021

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:
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)
- 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):
- Annual request to reduce Adoption fee for cats and kittens through the end of 2021- to promote adoptions due to increased population. Adoption fee would be reduced to \$30 which will cover testing and rabies vaccine fees. Adoption portion would be waived.

Intake of Cats & Kittens by Month

	2019	2020	2021
Jan	66	83	73
Feb	44	88	51
Mar	72	90	60
Apr	51	55	96
May	93	94	143
June	90	164	133
July	176	141	
Aug	131	174	
Sep	128	184	
Oct	99	144	
Nov	107	93	
Dec	83	48	



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: Michael H. Zurlo, Sheriff

DATE: July 27, 2021

RE: 2021-22 Loan of Night Vision and Thermal Equipment

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, funding was 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:
5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**
 - a. Were bids/proposals solicited: no
 - b. Is the vendor/contractor a sole source: yes
 - c. Commencement date of contract term: 8/4/21
 - d. Termination of contract date: 8/4/22
 - e. Contract renewal and term: annual contract
 - f. Contact information: Dept of the Navy, Scott Arthur, 812-854-6650 scott.arthur@navy.mil
 - g. Is the vendor/contractor an LLS, PLLC or partnership: no
 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: **YES** or **NO**
 - j. Vendor/Contractor comment/remarks:
contract if for the use of prior military equipment only available through this agreement



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 1-year loan @\$4500.00
 - Are the terms changing; no
 - 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):
- This is a one-year agreement for the use of thermal imaging and night vision equipment to be supplied by the Department of the Navy NAVSEA Warfare Center for the period 8/4/21 thru 8/4/22. The one-year cost of the equipment loan is \$4,500.00, funding for such equipment was previously authorized by the Board through the acceptance of the 2019 Homeland Security counter terrorism grant by Resolution #221-2019. Loan/lease of this equipment is advantageous as the estimated purchase cost of this equipment would be \$49,500. The loan/lease agreement includes maintenance and replacement if required at no additional charge. This is 100% funding and there is no local match. The loan period also does not extend beyond the grant period.



**Department of the Navy
 Naval Surface Warfare Center, Crane Division
 300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
 Crane, Indiana 47522**

Cooperation With Civilian Law Enforcement Officials Agreement

Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWC CRANE INST 5700.1A
DISTRIBUTION B. Distribution authorized to U.S. Government Agencies; Administrative Use; 25 Oct 16. Other request for this document shall be referred to NSWC Crane, 300 Highway 361, Code JXQS, Crane, IN 47522.

1a. Federal/State/Local Law Enforcement Agency Name: SARATOGA COUNTY SHERIFF'S OFFICE 1b. Agency Mailing Address: 6010 COUNTY FARM ROAD BALLSTON SPA, State: NEW YORK Zip Code: 12020	2. Agreement Number: N00164LE1004-21
	3. Agreement Start/Renewal Date: Aug 4, 2021
	4. Agreement Termination Date: Aug 4, 2022
	5. Estimated Total Cost (See paragraph III Terms and Conditions below: \$4,500.00

7. Statement of Supplies to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-7B, Night Vision Goggle, NSN: 5855-01-228-0937, Replacement Value \$3,000 Each	12	\$300.00	\$3,600.00
Serial Numbers: 65229; 27200B; 26427B; 00879; 058428; 035493; 26568B; 24628B; 04344			
34281B; 26503B; 77121 Returned SN: 24650B on 8/15/19.		\$300.00	\$0.00
Serial Numbers:			
SHIPPED (3) PVS-14S; 6595303; 6560341; 6560271 ON 2/27/19 - REPLACING THERMALS	3	\$300.00	\$900.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
Total			\$4,500.00

8. Points of Contact

Federal/State/Local Law Enforcement Agency Official (Name): CHIEF DEPUTY GLENN SHEEHY Phone: (518) 885-2452 Fax: (518) 885-2453 Email: gsheehy@saratogacountyny.gov	Government Law Enf Electro-Optics Loan Program Manager (Name): Scott Arthur Phone: 812-854-6650 Fax: 812-854-8559 Email: scott.arthur@navy.mil
Government Law Enf Electro-Optics Loan Program Assistant (Name): Debbie Owens, CTR Phone: 812-854-4439 Fax: 812-854-8559 Email: debbie.owens.ctr@navy.mil	Government Law Enf Electro-Optics Loan Program Assistant (Name): Phone: Fax: Email:

I. AUTHORITY AND PURPOSE

This Agreement is entered into by and between SARATOGA COUNTY SHERIFF'S OFFICE, hereinafter referred to as Federal/State/Local law enforcement agency, and the Crane Division, Naval Surface Warfare Center, hereinafter referred to as NAVSURFWARCENDIV Crane. This Agreement is entered into pursuant to the authority of SECNAV Instruction 5820.7C, Subj: "Cooperation with Civilian Law Enforcement Officials" and NAVSURFWARCENDIV Crane Instruction 5700.1, Subj: "Law Enforcement Electro-Optics Loan Program". The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the needs of national security and military preparedness, the historic tradition of limiting direct military involvement in civilian law enforcement activities, and the requirements of applicable law.

II. PERIOD OF PERFORMANCE

The period of performance for this Agreement is **12 Months** from the date of execution.

III. ESTIMATED COST AND FUNDING

A. With respect to State/Local law enforcement agencies, NAVSURFWARCENDIV Crane shall be paid the estimated cost of use of the provided equipment prior to receipt of said equipment. The loan of any piece of equipment shall not exceed one (1) year.

B. The total estimated cost for loaning the equipment is: **\$4,500.00**

C. Amounts actually charged the Federal/State/Local law enforcement agency shall be the direct and indirect costs reasonably and necessarily incurred in the performance of the work in accordance with Chapter 1 of Volume 11A of the DOD Financial Management Regulation, DOD 7000.14-R (DoD FMR) and any applicable local instruction.

D. The Federal/State/Local law enforcement agency shall fund the Agreement prior to commencement of performance. If additional funding is required, NAVSURFWARCENDIV Crane will notify the Federal/State/Local law enforcement agency of the additional funding required. The Federal/State/Local law enforcement agency shall provide NAVSURFWARCENDIV Crane the additional funding upon receiving notification of the requirement for additional funding, or within such time as approved by NAVSURFWARCENDIV Crane. Failure of the Federal/State/Local law enforcement agency to provide funds, as required, will result in the discontinuance of performance. With respect to state and local agencies, upon conclusion of performance, NAVSURFWARCENDIV Crane will reconcile the State/Local law enforcement agency's account to determine actual charges. The NAVSURFWARCENDIV Crane will refund any balance due on the Agreement to the State/Local law enforcement agency. With respect to federal agencies, NAVSURFWARCENDIV Crane will reconcile the obligation status of the Federal law enforcement agency's funds as required by the DoD FMR and, if necessary, deobligate unused funds as required by the Economy Act (31 U.S.C. § 1535) and the DoD FMR. Nothing in this Agreement shall give the Federal/State/Local law enforcement agency the right to audit the books of NAVSURFWARCENDIV Crane.

D. [Federal agencies only] This Agreement does not document the obligation of funds between the Parties. Any obligation of funds will be accomplished using the appropriate funding document of the Federal law enforcement agency. The obligation of funds is subject to the availability of appropriated funds and shall be in accordance with the DoD FMR.

IV. METHOD OF PAYMENT

[State/Local agencies] Checks should be made payable to: "NAVSURFWARCENDIV Crane" and shall include Agreement number denoted in Block 2 of this agreement. [Federal agencies] Funds will be provided by Military Interdepartmental Purchase Request (MIPR) DD 448.

The signed agreement and check, if applicable, shall be forwarded together in one envelope to:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: D. Owens
Crane, IN 47522

V. PROVISION OF EQUIPMENT

A. NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, either oral or by e-mail, shall be sent to:

Mr. Scott D. Arthur
812-854-6650
scott.arthur@navy.mil

Written requests should be addressed as follows:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: Scott Arthur
Crane, IN 47522

B. Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.

C. Equipment provided under this agreement may be repaired/replaced by NAVSURFWARCENDIV Crane at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph A. above.

D. In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable. With respect to Federal agencies, the period of this Agreement will not be extended for any such period of time.

E. The receipt, transportation and return of all equipment is the sole responsibility of the requesting Federal/State/Local law enforcement agency who shall designate in writing a representative authorized to receive, transport equipment to and from NAVSURFWARCENDIV Crane, and return same. Equipment to be repaired/replaced will be delivered by said representative to NAVSURFWARCENDIV Crane.

F. The Federal/State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost or stolen. Federal/State/Local law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

VI. RESOURCES PROVIDED BY GOVERNMENT

The resources to be provided are identified in Block 7 of this agreement. NAVSURFWARCENDIV Crane personnel will not be made available for the operation of any loaned equipment and shall not become directly involved in the law enforcement activities, such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, or surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

VII. CHANGES

Any changes to this Agreement must be mutually agreed upon in writing by the parties. No oral statements of any person whatsoever shall in any manner modify or otherwise affect the terms of this Agreement. CHIEF DEPUTY GLENN SHEEHY on behalf of Federal/State/Local law enforcement agency and Mr. Roger A. Shaw, Crane Division, Naval Surface Warfare Center on behalf of NAVSURFWARCENDIV Crane are the only persons authorized to approve changes in any of the terms of this Agreement.

VIII. WARRANTIES/INDEMNIFICATION/HOLD HARMLESS

A. [State/local agencies only] The State/Local law enforcement agency agrees, to the extent permitted under state laws of NEW YORK , on behalf of itself and any successor in interest or assignees, to hold harmless and indemnify the Government against the following insofar as they may result from the performance and/or furnishing of equipment, facilities and/or training: claims (*including reasonable expense of litigation or settlement*) by third persons (*including employees of the State/local law enforcement agency*) for death, bodily injury (*including sickness or disease*) or loss of, damage to, or loss of use of property;

B. [State/local agencies only] NAVSURFWARCENDIV Crane will not be liable for any damages whether direct or consequential. All equipment provided under this agreement shall be provided without any expressed or implied warranties;

C. The Federal/State/Local law enforcement agency is responsible for lost, stolen or damaged equipment, the replacement value of which is determined by NAVSURFWARCENDIV Crane, and will reimburse NAVSURFWARCENDIV Crane for same;

D. [State/local agencies only] Nothing in this agreement changes any terms or conditions of any existing contract the State/Local law enforcement agency may have with NAVSURFWARCENDIV Crane.

IX. CANCELLATION/SUSPENSION

A. NAVSURFWARCENDIV Crane reserves the right to recall the loaned equipment, cancel or suspend all or part of its performance under this Agreement in the event that such performance is deemed to interfere, for any reason, with the performance of work/mission by NAVSURFWARCENDIV Crane. The right to cancel or suspend performance hereunder shall be in addition to the right reserved by NAVSURFWARCENDIV Crane to cancel or suspend performance under this Agreement for unusual and compelling circumstances when the national interest of the United States so requires or to protect public health or safety.

B. Appreciating the consequences of such a decision, NAVSURFWARCENDIV Crane will attempt to mitigate any cancellation or suspension of this Agreement. However, NAVSURFWARCENDIV Crane cannot be held liable for any cost accruing to the State/Local law enforcement agency as a result of any cancellation or suspension.

X. TERMINATION BY STATE/LOCAL LAW ENFORCEMENT AGENCY

A. The Federal/State/Local law enforcement agency may terminate this Agreement upon 14 Business days written notice to NAVSURFWARCENDIV Crane. If the Federal/State/Local law enforcement agency elects to cancel this Agreement, the Federal/State/Local law enforcement agency shall remain responsible for all costs incurred by the NAVSURFWARCENDIV Crane up to the date of receipt by NAVSURFWARCENDIV Crane of its termination notice and return of all equipment.

B. [State/local agencies only] The rights and remedies of NAVSURFWARCENDIV Crane provided by this clause are in addition to any other rights and remedies provided by law or this Agreement.

XI. DISPUTES

Any dispute arising under the Agreement, which is not disposed of by agreement of the parties, shall be decided by NAVSURFWARCENDIV Crane Electro-Optics Technology Division Manager, who shall reduce the decision to writing and shall furnish a copy to the Federal/State/Local law enforcement agency. The decision shall be final unless, within 15 calendar days from the date of receipt of the decision, the Federal/State/Local law enforcement agency furnishes the NAVSURFWARCENDIV Crane Commanding Officer with a request for reconsideration. The reviewing official will review the record to determine whether the initial decision was reasonable. The Federal/State/Local law enforcement agency shall be afforded an opportunity to submit additional supporting documentation and rationale. The decision of the reviewing official shall be final.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 186 - 2020

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

AUTHORIZING THE CHAIRMAN TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE NAVY FOR THE LEASE OF NIGHT VISION GOGGLES

WHEREAS, pursuant to Resolution 221-2018, this Board accepted a New York State Homeland Security Program 2018 State Law Enforcement Terrorism Prevention Program (SLETPP) Grant in the amount of \$72,479, for the term September 1, 2018 through August 31, 2021, which was to be used to pay for enhanced counter terrorism and response programs and equipment, including the Lexipol policy development and training program, dive team equipment, night vision equipment, and video monitors for conference and training rooms at the Sheriff's Department; and

WHEREAS, pursuant to Resolution 217-2019, this Board authorized a cooperative agreement with the United States Department of the Navy's Naval Surface Warfare Center (NAVSEA"), Crane Division, for the loan of three (3) thermal imaging cameras and twelve (12) night vision goggles for a term of one year, at a cost \$4,500, including maintenance and replacement if required, the cost of which was 100% funded by said 2018 Homeland Security grant; and

WHEREAS, the lease of said equipment is advantageous, as the estimated cost of purchasing such equipment would be \$49,500; and

WHEREAS, the County's cooperative agreement with NAVSEA for the lease of thermal imaging and night vision equipment is set to expire; and

WHEREAS, our Public Safety Committee and Sheriff Zurlo have recommended that the County enter into a new one-year cooperative agreement with NAVSEA for the lease of fifteen (15) of NAVSEA'S night vision goggles consisting of twelve (12) AN/PVS 7B goggles and three (3) AN/PS 14S goggles, effective August 4, 2020, at a cost of \$4,500, which cost will be fully funded by the aforesaid 2018 Homeland Security grant; now, therefore, be it

RESOLVED, that the Chair of the Board and/or the Saratoga County Sheriff or his designee are hereby authorized to execute a cooperative agreement with the United States Department of the Navy's Naval Surface Warfare Center, Crane Division, for the lease of fifteen (15) of NAVSEA'S night vision goggles consisting of twelve (12) AN/PVS 7B goggles and three (3) AN/PS 14S goggles, effective August 4, 2020, at a cost of \$4,500; and, be it further

RESOLVED, that the form and content of such cooperative agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.

10/15/18



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 221 - 2019

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

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY
AND EMERGENCY SERVICES TO ACCEPT A 2019 STATE LAW
ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT**

WHEREAS, funds are available from the New York State Division of Homeland Security and Emergency Services for a 2019 State Law Enforcement Terrorism Prevention Program (SLETPP) Grant in the amount of \$72,479; and

WHEREAS, said funds are available to pay for enhanced counter terrorism and response programs and equipment, including the Lexipol policy development and training program, dive team equipment, night vision equipment, and the replacement of a crime scene/evidence van for the Sheriff's Department; and

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

RESOLVED, that the Chair of the Board is authorized to execute all agreements and documents necessary to accept a 2019 New York State Law Enforcement Terrorism Prevention Program (SLETPP) grant in the amount of \$72,479 for the term September 1, 2019 through August 31, 2022; and, be it further

RESOLVED, that the form and content of said documents and agreements shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. 100% State Aid.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 186 - 2020

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

AUTHORIZING THE CHAIRMAN TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE NAVY FOR THE LEASE OF NIGHT VISION GOGGLES

WHEREAS, pursuant to Resolution **221-2019**, this Board accepted a New York State Homeland Security Program 2019 State Law Enforcement Terrorism Prevention Program (SLETPP) Grant in the amount of \$72,479, for the term September 1, 2019 through August 31, 2022, which was to pay **for enhanced counter terrorism and response programs and equipment, including the Lexipol policy development and training program, dive team equipment, night vision equipment, and the replacement of a crime scene/evidence van for the Sheriff's Department**; and

WHEREAS, pursuant to Resolution **186-2020**, this Board authorized a cooperative agreement with the United States Department of the Navy's Naval Surface Warfare Center (NAVSEA"), Crane Division, for the loan of three (3) thermal imaging cameras and twelve (12) night vision goggles for a term of one year, at a cost \$4,500, including maintenance and replacement if required, the cost of which was 100% funded by **a 2018 Homeland Security grant**; and

WHEREAS, the lease of said equipment is advantageous, as the estimated cost of purchasing such equipment would be \$49,500; and

WHEREAS, the County's cooperative agreement with NAVSEA for the lease of thermal imaging and night vision equipment is set to expire; and

WHEREAS, our Public Safety Committee and Sheriff Zurlo have recommended that the County enter into a new one-year cooperative agreement with NAVSEA for the lease of fifteen (15) of NAVSEA'S night vision goggles consisting of twelve (12) AN/PVS 7B goggles and three (3) AN/PS 14S goggles, effective August 4, 2021, at a cost of \$4,500, which cost will be fully funded by the aforesaid 2019 Homeland Security grant; now, therefore, be it

RESOLVED, that the Chair of the Board and/or the Saratoga County Sheriff or his designee are hereby authorized to execute a cooperative agreement with the United States Department of the Navy's Naval Surface Warfare Center, Crane Division, for the lease of fifteen (15) of NAVSEA'S night vision goggles consisting of twelve (12) AN/PVS 7B goggles and three (3) AN/PS 14S goggles, effective August 4, 2021, at a cost of \$4,500; and, be it further

RESOLVED, that the form and content of such cooperative agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.