

PUBLIC SAFETY COMMITTEE
November 30, 2021 3:30 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 November 1, 2021 meeting
- III. NMS Labs Contract Renewal – Susan Hayes Masa, County Coroner
- IV. Agreement with AXON Enterprise Inc. for body worn and in-car cameras – Michael Zurlo, Sheriff
- V. Agreement with LEFTA Systems for access to their hosted SHIELD Internal Affairs and Training Software platform - Michael Zurlo, Sheriff
- VI. Authorize acceptance of the 2020-2021 Supervision and Treatment Services for Juveniles Program (STSJP) grant and authorize the associated provider contracts. – Steve Bayle, Probation
- VII. Contract with CBM Fabrications for repairs for the Burn Building at the County Fire Training Center – Ed Tremblay, Emergency Services
- VIII. Other Business
- IX. 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
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: Susan Hayes-Masa Coroner

DATE: 11/22/21

RE: Renewal Agreement with NMS Labs

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:
authorizing a renewal agreement with national medical services inc. DBA NMS Labs
for post-mortem toxicological 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)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
Updating dates to the agreement
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):
2022 Fee schedule and supporting documents are attached



October 27, 2021

Saratoga County Coroner
Matthew Rose
Management Analyst

Dear Mr. Rose:

First and foremost, thank you for choosing NMS Labs for your postmortem toxicology testing needs. We are pleased to provide pricing for another one-year period on the panels that would be most beneficial for your agency's postmortem casework. This includes, but is not limited to, prepaid shipping via Federal Express Standard Overnight delivery and specimen storage of six (6) months or all submitted samples. These services are designed to help you effectively manage your postmortem toxicology testing needs.

Account numbers: 20080
Price Code: SCOC
Pricing Effective Date: 01/01/2022
Pricing Expiration Date: 12/31/2022

<u>Test Number</u>	<u>Test Description</u>	<u>Price per Sample</u>
8050U	Urine Drug Screen Includes screening analysis of urine for illicit drugs of abuse with confirmation testing for Opiates and 6-MAM (<i>Can be ordered in addition to Basic or Expanded drug screens</i>)	\$ 28.00
8051B/U/SP	Basic Postmortem Toxicology Panel - Blood, Urine, Serum/Plasma Includes screening and quantitative confirmatory analysis for illicit drugs of abuse, alcohol and some therapeutic compounds	\$169.00
8051FL	Basic Postmortem Toxicology Panel - Non-Routine Fluids	\$337.00
8051TI	Basic Postmortem Toxicology Panel - Tissue Use for routine postmortem toxicology testing of tissue samples and non-routine biological fluids (gastric contents, bile, purge fluid, etc.)	\$365.00
8061B/U	Postmortem Toxicology - Basic w/o Alcohol, Blood and Urine (Forensic) Includes screening and quantitative confirmatory analysis for illicit drugs of Abuse and some therapeutic compounds	\$196.00
8052B/U/SP	Expanded Postmortem Toxicology Panel - Blood, Urine, Serum/Plasma Includes screening and quantitative confirmatory analysis for 350+ therapeutic medications, illicit drugs of abuse and alcohol	\$253.00
8052FL	Expanded Postmortem Toxicology Panel - Non-Routine Fluids	\$563.00
8052TI	Expanded Postmortem Toxicology Panel - Tissue Use for routine postmortem toxicology testing of tissue samples and non-routine biological fluids (gastric contents, bile, purge fluid, etc.)	\$618.00
8062B/U	Postmortem Toxicology - Expanded w/o Alcohol, Blood (Forensic) Includes screening and quantitative confirmatory analysis for 350+ therapeutic medications and illicit drugs of abuse	\$271.00
8054B	Postmortem, Expanded with NPS, Blood (Forensic) Includes screening and quantitative confirmatory analysis for 350+ therapeutic medications, illicit drugs of abuse and alcohol and some Novel Psychoactive Substances	\$590.00
RETURN	Return	\$ 0.00

Fees will be invoiced for each sample type analyzed based on the submitted analysis request. All other testing requested will be billed in accordance with the NMS Labs **Prevailing** Fee Schedule.



Thank you again for choosing NMS Labs to handle your forensic testing needs. Please refer to our company website (www.nmslab.com) for general information about our testing services or contact our Forensic Client Support staff for assistance with specific questions at 800-522-2216 or via e-mail at Forensics@nmslabs.com (Monday - Friday 8:00 AM - 8:30 PM). Please contact me directly if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Zeland Schwartz".

Zeland Schwartz, PhD

Territory Manager - Forensics

NMS Labs (remote location in New Hampshire)

P: 800-522-6671 C: 215-872-2862 E-mail: zeland.schwartz@NMSLABS.com



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~31 - 2020~~

Introduced by Supervisors ~~Peek, Lant, Lawler, O'Connor, Raymond, Smith and Tollisen~~ *Lant, Allen, Connolly, Lucia, Raymond, Schopf, Smith*

AUTHORIZING A RENEWAL AGREEMENT WITH NATIONAL MEDICAL SERVICES, INC. D/B/A NMS LABS FOR POST-MORTEM TOXICOLOGICAL SERVICES

WHEREAS, in connection with their duties in determining causes of death of persons dying within the County of Saratoga, our County Coroners require the toxicological services of qualified medical laboratories; and

APR 2020 26 - 2021

WHEREAS, pursuant to Resolution ~~148-2019~~, this Board of Supervisors authorized the latest renewal of an agreement with National Medical Services, Inc. d/b/a NMS Labs, to provide post-mortem toxicological services to the County Coroners, which agreement expired on December 31, ~~2019~~; and

2021

2022

WHEREAS, NMS Labs has offered to renew its agreement for an additional term of one year commencing on January 1, ~~2020~~ and terminating on December 31, ~~2020~~ at its prevailing ~~2020~~ Fee Schedule rates charged for routine Postmortem Toxicology panels, as same may be amended from time to time, and at its prevailing ~~2020~~ rates for special pricing panels as listed in its Pricing Summary for Toxicology Laboratory Services, as same may be amended from time to time, provided each such test has been ordered by the Coroner's Physician or his assistant; and

WHEREAS, our Public Safety Committee and the County Coroners have recommended that the contract for post-mortem toxicology services with NMS Labs be renewed for an additional term of one (1) year term commencing on January 1, ~~2020~~ and terminating on December 31, ~~2020~~, at the foregoing rates proposed by NMS Labs, with total contract costs not to exceed \$50,000; now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors is authorized to execute a renewal agreement with National Medical Services, Inc. d/b/a NMS Labs of Willow Grove, Pennsylvania, to provide post-mortem toxicological services for the Saratoga County Coroners' Office for a term of one year commencing on January 1, ~~2020~~ and continuing through December 31, ~~2020~~ at NMS Labs' prevailing ~~2020~~ Fee Schedule rates charged for routine Postmortem Toxicology panels, as same may be amended from time to time, and at its prevailing ~~2020~~ rates for special pricing panels as listed in its Pricing Summary for Toxicology Laboratory Services, as same may be amended from time to time, provided each such test has been ordered by the Coroner's Physician or his assistant, with total contract costs not to exceed ~~\$50,000~~; and, be it further

\$75,000

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

BUDGET IMPACT STATEMENT: ~~No budget impact.~~ *None. Funds included in 2022 Tent. Budget*



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 26 - 2021

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

AMENDING RESOLUTION 31-2020 TO INCREASE THE AUTHORIZED CONTRACT AMOUNT FOR THE AGREEMENT WITH NATIONAL MEDICAL SERVICES, INC. D/B/A NMS LABS FOR POST-MORTEM TOXICOLOGICAL SERVICES AND AUTHORIZING A RENEWAL AGREEMENT WITH NMS LABS

WHEREAS, in connection with their duties in determining causes of death of persons dying within the County of Saratoga, our County Coroners require the toxicological services of qualified medical laboratories; and

WHEREAS, during the COVID-19 pandemic there has been a significant increase in mortality in Saratoga County; and

WHEREAS, pursuant to Resolution 31-2020, this Board of Supervisors authorized the latest renewal of an agreement with National Medical Services, Inc. d/b/a NMS Labs, to provide post-mortem toxicological services to the County Coroners for the term January 1, 2020 through December 31, 2020, with a total contract cost not to exceed \$50,000; and

WHEREAS, the services rendered by NMS Labs to the County Coroners pursuant to said agreement in 2020 exceeded the authorized contract amount of \$50,000; and

WHEREAS, it is necessary to amend Resolution 31-2020 to increase the contract limit with NMS Labs for laboratory services provided in 2020 from \$50,000 to \$75,000 in order to pay for the increase in costs, and to authorize an amendment to the 2020 contract with NMS Labs; and

WHEREAS, NMS Labs has offered to renew its agreement for an additional term of one year commencing on January 1, 2021 and terminating on December 31, 2021 at its prevailing 2021 Fee Schedule rates charged for routine Postmortem Toxicology panels, as same may be amended from time to time, and at its prevailing 2021 rates for special pricing panels as listed in its Pricing Summary for Toxicology Laboratory Services, as same may be amended from time to time, provided each such test has been ordered by the Coroner's Physician or his assistant; and

WHEREAS, our Public Safety Committee and the County Coroners have recommended that the contract for post-mortem toxicology services with NMS Labs be renewed for an additional term of one (1) year term commencing on January 1, 2021 and terminating on December 31, 2021, at the foregoing rates proposed by NMS Labs, with total contract costs not to exceed \$75,000; now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors is authorized to execute a renewal agreement with National Medical Services, Inc. d/b/a NMS Labs of Horsham, Pennsylvania, to provide post-mortem toxicological services for the Saratoga County Coroners' Office for a term of one year commencing on January 1, 2021 and continuing through December

31, 2021 at NMS Labs' prevailing 2021 Fee Schedule rates charged for routine Postmortem Toxicology panels, as same may be amended from time to time, and at its prevailing 2021 rates for special pricing panels as listed in its Pricing Summary for Toxicology Laboratory Services, as same may be amended from time to time, provided each such test has been ordered by the Coroner's Physician or his assistant, with total contract costs not to exceed \$75,000; and, be it further

RESOLVED, that the form and content of such renewal agreement with National Medical Services, Inc. D/B/A NMS Labs shall be subject to the approval of the County Attorney; and, be it further

RESOLVED, that the Chair of the Board of Supervisors is authorized to execute an amended agreement with National Medical Services, Inc. d/b/a NMS Labs to provide post-mortem toxicological services for the Saratoga County Coroners' Office for a term of one year commencing on January 1, 2020 and continuing through December 31, 2020 at NMS Labs' prevailing 2020 Fee Schedule rates charged for routine Postmortem Toxicology panels, as same may be amended from time to time, and at its prevailing 2020 rates for special pricing panels as listed in its Pricing Summary for Toxicology Laboratory Services, as same may be amended from time to time, provided each such test has been ordered by the Coroner's Physician or his assistant, with total contract costs not to exceed \$75,000; and, be it further

RESOLVED, that Resolution 31-2020 is hereby amended accordingly.

BUDGET IMPACT STATEMENT: No budget impact. Funds are available in the 2020 budget and 2021 budget for these expenses

RENEWAL AND AMENDMENT AGREEMENT

Renewal #2 and Amendment to Agreement Dated September 23, 2019.

BY AND BETWEEN,

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

- and -

National Medical Services, Inc. dba NMS Labs, having a place of business at 200 Welsh Rd., Horsham, Pennsylvania 19044, (CONTRACTOR);

RECITALS:

WHEREAS, pursuant to Resolution 148-2019, COUNTY and CONTRACTOR entered into an agreement dated September 23, 2019, whereby CONTRACTOR agreed to provide post-mortem toxicological services to the COUNTY with the total paid per calendar year not to exceed \$50,000, which agreement expired on December 31, 2019; and

WHEREAS, pursuant to Resolution 31-2020, as amended by Resolution 26-2021, COUNTY and CONTRACTOR entered into a renewal and amendment agreement for an additional term of one year commencing on January 1, 2020 and terminating on December 31, 2020 at CONTRACTOR's prevailing 2020 Fee Schedule rates charged for routine Postmortem Toxicology panels, as same may be amended from time to time, and at CONTRACTOR's prevailing 2020 rates for special pricing panels as listed in its Pricing Summary for Toxicology Laboratory Services, as same may be amended from time to time, provided each such test has been ordered by the Coroner's Physician or his assistant, with total contract costs not to exceed \$75,000; and

WHEREAS, COUNTY and CONTRACTOR again wish to renew and amend the agreement dated September 23, 2019 for post-mortem toxicological services for the Saratoga County Coroners' Office for a term of one year commencing on January 1, 2021 and continuing through December 31, 2021 at CONTRACTOR's prevailing 2021 Fee Schedule rates charged for routine Postmortem Toxicology panels, as same may be amended from time to time, and at its prevailing 2021 rates for special pricing panels as listed in its Pricing Summary for Toxicology Laboratory Services, as same may be amended from time to time, provided each such test has been ordered by the Coroner's Physician or his assistant, with total contract costs not to exceed \$75,000; and

WHEREAS, both CONTRACTOR and COUNTY desire to renew and amend the Agreement dated September 23, 2019 accordingly;

NOW, THEREFORE, the parties agree as follows:

1. The Agreement dated September 23, 2019 between CONTRACTOR and COUNTY for post-mortem toxicology services is hereby renewed for a term of one year to commence on January 1, 2021 and terminate on December 31, 2021.

2. Paragraph 2. of the Agreement dated September 23, 2019 is amended to read as follows:

For services rendered by CONTRACTOR to COUNTY during the term of one year commencing on January 1, 2021 through December 31, 2021, the COUNTY will pay the CONTRACTOR at its prevailing 2021 Fee Schedule rates charged for routine Postmortem Toxicology panels, as same may be amended from time to time, and at its prevailing 2021 rates for special pricing panels as listed in its Pricing Summary for Toxicology Laboratory Services, as same may be amended from time to time, provided each such test has been ordered by the Coroner's Physician or his assistant, with the total paid not to exceed \$75,000, upon submission of a properly documented voucher.

3. All other terms of said Agreement dated September 23, 2019, and any amendments thereto not inconsistent with the provisions of this Renewal and Amendment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 17th day of June, 2021.

COUNTY OF SARATOGA

Date 6-17-21

By: Theodore T. Kusnierz, Jr.
Theodore T. Kusnierz, Jr., Chairman
Board of Supervisors
Per Resolutions #148-2019, 31-2020 & 26-2021

**National Medical Services, Inc. dba
NMS Labs**

Date May 4, 2021

By: Dan Monahan

Print Name: Dan Monahan
Federal I.D. # 23-1731658

APPROVED:

Michael Hartnett Hugh G. Burke
Michael Hartnett, Acting County Attorney
Hugh G. Burke, Acting County Attorney

APPROVED: 6/14/2021

Hugh G. Burke
SARATOGA COUNTY ATTORNEY



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
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: Sheriff Michael H. Zurlo

DATE: 11/16/2021

RE: Axon Body Worn and In-Car Camera Program

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)

Funds are included in the tentative 2022 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 Chairman of the Board or Sheriff to enter into a 5-year agreement with AXON Enterprise Inc. for body worn and in-car cameras, Taser and Evidence.com equipment, service, and web hosted software. 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: NO - Sourcewell Contract #010720-AXN
- b. Is the vendor/contractor a sole source: YES
- c. Commencement date of contract term: TBD
- d. Termination of contract date: TBD
- e. Contract renewal and term: 5 year contract will require new contract for renewal
- f. Contact information: Joe Kwiatek, Axon Enterprise, 17800 N. 85th St. Scottsdale, AZ 85255
- g. Is the vendor/contractor an LLS, PLLC or partnership: no
- h. State of vendor/contractor organization: Arizona
- 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):

This 5-year contract is in furtherance of the Executive Order 203 plan that was adopted by the Board of Supervisors in March 2021 recommending the Sheriff institute a body worn and in-car camera program to increase transparency and accountability. This contract will provide the necessary equipment and software to address this recommendation and also consolidates existing Axon contracts for Taser and drone equipment and software into one contract. Funding is included in the 2022 tentative budget.

Proposal included.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-343587-44484.827JK

Issued: 10/15/2021

Quote Expiration: 12/31/2021

EST Contract Start Date: 06/01/2022

Account Number: 309704

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-6010 County Farm Rd 6010 County Farm Rd Ballston Spa, NY 12020-2251 USA	Saratoga County Sheriff's Office - NY 6010 County Farm Rd Ballston Spa, NY 12020-2251 USA Email: sheriff@saratogacountyny.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Kwiatek Phone: Email: jkwiatek@axon.com Fax:	Phone: (518) 885-2450 Email: mzurlo@saratogacountyny.gov Fax: (518) 885-2453

Program Length	60 Months
TOTAL COST	\$3,075,541.23
ESTIMATED TOTAL W/ TAX	\$3,075,541.23

Bundle Savings	\$860,597.76
Additional Savings	\$24,852.80
TOTAL SAVINGS	\$885,450.56

PAYMENT PLAN: May 2022		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	May, 2022	\$583,407.39
Hardware & PSO	May, 2022	\$158,504.30
	Payment Total	\$741,911.69

PAYMENT PLAN: May 2023		
PLAN NAME	INVOICE DATE	AMOUNT DUE

Year 2	May, 2023	\$583,407.39
Payment Total		\$583,407.39

PAYMENT PLAN: May 2024		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 3	May, 2024	\$583,407.39
Payment Total		\$583,407.39

PAYMENT PLAN: May 2025		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 4	May, 2025	\$583,407.39
Payment Total		\$583,407.39

PAYMENT PLAN: May 2026		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 5	May, 2026	\$583,407.39
Payment Total		\$583,407.39

Quote Details

Bundle: Fleet 3 Advanced Quantity: 68 Start: 6/1/2022 End: 5/31/2027 Total: 833801.99 USD			
Category	Item	Description	QTY
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	136
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	68
ALPR License	80401	FLEET 3, ALPR LICENSE, 1 CAMERA, LICENSE	68
Respond License	80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	68
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	68
Router	11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	68
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	68
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	68
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	68
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	68
Spare Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	2

Spare Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	2
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	68
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2

Bundle: 2021 Unlimited 7+ Premium Bundle Quantity: 117 Start: 6/1/2022 End: 5/31/2027 Total: 1396979.97 USD			
Category	Item	Description	QTY
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	117
Viewer License	73687	EVIDENCE.COM VIEWER LICENSE	1
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	117
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	3510
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	117
Records	73681	AXON RECORDS FULL	117
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	117
Redaction	73478	REDACTION ASSISTANT USER LICENSE	117
Auto Tagging	73682	AUTO TAGGING LICENSE	117
Performance	73739	PERFORMANCE LICENSE	117
On-Demand Transcription	85760	Auto-Transcribe Unlimited Service	117
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	117
Inactive Channel	80223	INACTIVE CHANNEL LICENSE	1
E.com Channel	80190	Evidence.com Channel Services	1
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	117
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	234
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	117
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	120
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	120
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	15
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	15
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	15
VR Software	20370	FULL VR TASER 7 ADD-ON USER ACCESS	117
VR Headset	20378	HTC SUNRISE VR HEADSET	5
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	3
Controller Case	20188	VR CONTROLLER KIT PELICAN CASE	2
Controller	20298	VR-ENABLED GLOCK 17 CONTROLLER	2
Tablet	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	2
Tablet Case	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	2
Standoff Cartridges	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	4
CQ Cartridges	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	4

Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS Premium Quantity: 40 Start: 6/1/2022 End: 5/31/2027 Total: 573599.97 USD

Category	Item	Description	QTY
Holsters	20060	TASER 7 HOLSTER - S.O. TECH, RIGHT HAND	5
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	40
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	120
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	120
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	40
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	48
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	80
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	80
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	80
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	80
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	40
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	40
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	40
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1200
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	40
Records	73681	AXON RECORDS FULL	40
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	40

Redaction	73478	REDACTION ASSISTANT USER LICENSE	40
Auto Tagging	73682	AUTO TAGGING LICENSE	40
Performance	73739	PERFORMANCE LICENSE	40
On-Demand Transcription	85760	Auto-Transcribe Unlimited Service	40
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	40
Inactive Channel	80223	INACTIVE CHANNEL LICENSE	1
E.com Channel	80190	Evidence.com Channel Services	1
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	40
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	80
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	40
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	41
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	41
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2
VR Software	20370	FULL VR TASER 7 ADD-ON USER ACCESS	40
VR Headset	20378	HTC SUNRISE VR HEADSET	2
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	40
Other	80395	EXT WARRANTY, TASER 7 HANDLE	1
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	48
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1
Controller Case	20188	VR CONTROLLER KIT PELICAN CASE	1
Controller	20298	VR-ENABLED GLOCK 17 CONTROLLER	1
Tablet	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1
Tablet Case	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1
Standoff Cartridges	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2
CQ Cartridges	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2
Holsters	20065	TASER 7 HOLSTER - S.O. TECH, LEFT HAND	35
Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	28
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	28
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	28

Bundle: Pro License Bundle Quantity: 13 Start: 6/1/2022 End: 5/31/2027 Total: 30420 USD			
Category	Item	Description	QTY
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	13
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	39

Bundle: AB3 1-Bay Dock Bundle Quantity: 28 Start: 6/1/2022 End: 5/31/2027 Total: 5600 USD			
Category	Item	Description	QTY
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK	28
1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	28

Bundle: AB3 Multi Bay Dock Bundle Quantity: 17 Start: 6/1/2022 End: 5/31/2027 Total: 26161.3 USD			
Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	17
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	17
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	17

Bundle: AB3 Camera Bundle Quantity: 157 Start: 6/1/2022 End: 5/31/2027 Total: 109743 USD			
Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	157
Spare Camera	73202	AXON BODY 3 - NA10	4
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	173
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	173

Bundle: Dynamic Bundle Quantity: 1 Start: 6/1/2022 End: 5/31/2027 Total: 0 USD			
Category	Item	Description	QTY
Other	71210	FLEET DOOR TRIGGER HARDWARE, US	68

INDIVIDUAL ITEMS						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	85055	AXON FULL SERVICE	1	\$17,000.00	\$17,000.00	\$17,000.00
Other	12234	AXON AIR, AXON AIR + MS & LIVESTREAM	1	\$3,749.00	\$1,999.00	\$9,995.00
Other	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$279.00	\$279.00	\$16,740.00
Other	12022	AXON AIR, CLASS 1 UAS LICENSE	5	\$167.00	\$167.00	\$50,100.00
Other	100112	AXON AIR, E.COM PILOT DATA LIC	3	\$30.00	\$30.00	\$5,400.00
Total:						\$99,235.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #36435 (originated via Q-267166) and is terminating that contract upon the new license start date (6/1/2022) of this quote.

The parties agree that Axon is granting a refund of \$14,868 to refund paid, but undelivered services. This discount is based on a ship date range of 5/1/2021-5/15/2021, resulting in a 6/1/2022 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of year 2 billing of contract #36435

Signature

Date Signed

10/15/2021

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Saratoga County Sheriff's Office - NY the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



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
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: Sheriff Michael H. Zurlo

DATE: 11/16/2021

RE: LEFTA Shield Internal Affairs and Training Software

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)

Funds are available 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:

Authorize the Chairman of the Board or Sheriff to enter into 3-year agreement with LEFTA Systems for access to their hosted SHIELD Internal Affairs and Training Software platform. 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: YES
- b. Is the vendor/contractor a sole source: YES
- c. Commencement date of contract term: TBD
- d. Termination of contract date: TBD
- e. Contract renewal and term: 1 year contract with option for 2 additional years
- f. Contact information: Matthew Jarvis, LEFTA Systems 10950-60 San Jose Blvd Suite 101, Jacksonville FL 32223
- g. Is the vendor/contractor an LLS, PLLC or partnership: no
- h. State of vendor/contractor organization: Florida
- 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):

This software will be utilized by the Sheriff's Professional Standards Office in place of current paper record maintained for internal affairs and training. The addition of this software is in furtherance of the Executive Order 203 plan that was adopted by the Board of Supervisors in March 2021 and will provide a central repository for records needed to track employee training and performance.

Proposal and Sole Source letter included.



LEFTA SYSTEMS

International Business Information Technologies, Inc. d.b.a. LEFTA Systems

10950-60 San Jose Blvd., Suite 101
 Jacksonville, FL 32223
 (800) 405-3109 – Toll Free

Proposal/Agreement No.: 11102021-NYSCSO-04

Customer					
Agency:	Saratoga County Sheriff's Office				
Address:	6010 County Farm Road				
City:	Ballston Spa	State:	NY	Zip:	12020
Attn:	Undersheriff Richard L. Castle, MPA Phone (518) 885-2450 Email: Rcastle@saratogacountyny.gov				

Info	
Date:	11/10/2021
Valid Until:	12/16/2021
Account Manager:	Matt Jarvis
Payment Term:	Net 30

Qty	Description	List Price	Total
1	Annual SHIELD Suite subscription base: <i>Early Warning notification included in software</i> <ol style="list-style-type: none"> 1. ATRAX - Academy 2. LEFTA – Patrol FTO Software 3. METR – Training Records Software 4. FACTS – Use of Force 5. INTERNAL AFFAIRS 6. PASS – Biased Based Profiling 7. VIPR – Vehicle Pursuits 8. V-DOC – Vehicle Incident Documentation 9. EMCOT – Employee Conduct Tracking Annual license fee includes IT support, free updates, and hosting	\$4,000	\$4,000
1	Annual additional LEFTA site for Corrections Division		\$1,000
1	Annual additional LEFTA site for Communications Division		\$1,000
1	Annual additional LEFTA site for Records Division		\$1,000
285	Annual per user license fee	\$35	\$9,975
1	Hosting on Microsoft Azure Government for up to 100 GB of storage	Included	Included
1	Customization of applications	Included	Included
Unlimited	Administrative virtual live training in train-the-trainer format	Included	Included
1	Command Center annual fee: Customizable analytics providing interactive data visualizations and business intelligence dashboard	\$1,500	\$1,500
	Command Center included in 1st year if purchased by 12/16/2021.	-\$1,500	-\$1,500

Year 1 - SHIELD Suite and Command Center	\$16,975
Year 2 - SHIELD Suite and Command Center	\$18,475
Year 3 - SHIELD Suite and Command Center	\$18,475

Per our Terms and Conditions, future subscriptions are subject to a maximum of 3% increase annually.

Terms and Conditions

This proposal and the services to be provided are subject to the terms and conditions set forth here: <http://leftasystems.org/terms-and-conditions/SUITE> and by signing below, Client agrees to its terms and conditions. The effective date of the agreement shall be the date set forth below.

Accepted and Agreed By:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



LEFTA Systems Authorized Signature

11/10/2021

Date

ALL CONTENT CONTAINED IN THIS PROPOSAL IS STRICTLY CONFIDENTIAL

LEFTA Systems™ SHIELD Suite

Sole Source Letter

LEFTA Systems™ is the only vendor that provides one comprehensive software platform, SHIELD Suite, consisting of software applications in the areas of:

1. Academy (ATRAX)
2. Field Training (LEFTA)
3. Employee Training Records (METR)
4. Use of Force (FACTS)
5. Internal Affairs
6. Profiling / Field Investigation (PASS)
7. Vehicle Pursuit (VIPR)
8. Fleet Vehicle Damage (V-DOC)
9. Employee Conduct (EMCOT)
10. Immigration Enforcement Tracking (IFIR)

The applications housed under the SHIELD Suite provide an all-inclusive solution for the electronic maintenance and administration of document-based information within an agency. The SHIELD Suite platform also allows a client to manage access for all applications with just one user profile.

Each software application within the SHIELD Suite is a fully independent application that can be customized to client specifications. Customizations can include nomenclature, user permission rights, electronic signature sequence, email alerts and much more.

While they function independently, several of the applications connect with related applications within the platform. The ATRAX academy application links with our LEFTA field training application. LEFTA also links with our employee training records application METR, allowing a clear view of an employee's training from the time they enter the academy until they retire or leave an agency. Other applications allow for the population of data points that were previously captured in different reports, alleviating redundant data entry.

LEFTA Systems™ also offers an optional business intelligence tool that allows clients to intelligently interpret hundreds of data points collected within the SHIELD Suite, as well as incorporating a highly customizable Early Warning System.

We are a cloud-based Software-as-a-Service (SaaS) provider that utilizes Microsoft's AZURE Government to securely host client data with redundancy backup and a four-million-dollar cyber insurance policy.

Our applications are a need-based line of software developed by LEFTA Systems™ specifically to meet the challenges of documenting training and other areas of high liability. LEFTA Systems™ SHIELD Suite is the only integrated product of its kind on the market. We own the development code for these software applications and LEFTA Systems™ is the sole distributor of the SHIELD Suite.

Best regards,



Bryan Selzer
Chief Executive Officer



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
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: Steven Bayle, Probation Director

DATE: 11/22/2021

RE: Request for Resolution for STSJP (Supervision and Treatment Services for Juveniles Program)

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:

Authorize the acceptance of the Supervision and Treatment Services for Juveniles Program (STSJP) grant from the New York State Office of Children and Family Services in an amount up to \$59,992 and to authorize the associated provider contracts for the calendar year 2022.

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:
- c. Commencement date of contract term: 1/1/2022
- d. Termination of contract date: 12/31/2022
- 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:

Recurring contracts with specialized providers have been in place for the past several years. Copies of last year's contracts have been forwarded to the County Attorney with proposed changes to dates and amounts.



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 Authorized acceptance of the Supervision and Treatment Services for Juveniles Program (STSJP)
 - b. Are the terms changing: No.
 - c. What is the reason for the change in terms:
N/A
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: NYS OCFS
 - b. Amount of grant: \$59,992
 - c. Purpose grant will be used for: Supervision and Treatment Services for Juveniles Program
 - d. Equipment and/or services being purchased with the grant: None
 - e. Time period grant covers:
New York State Fiscal Year 2021-2022
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

~~12/15/20~~



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~267-2020~~ ⁻²⁰²¹

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

AUTHORIZING ACCEPTANCE OF A NEW YORK STATE SUPERVISION AND TREATMENT SERVICES FOR JUVENILES PROGRAM (STSJP) GRANT, AND AUTHORIZING PROVIDER CONTRACTS THROUGH DECEMBER 31, ~~2021~~ 2022

WHEREAS, the County's Department of Social Services and Probation Department are eligible for a grant from the New York State Office of Children and Family Services directed to reduce juvenile detention usage and encourage alternatives to detention and placement, known as the Supervision and Treatment Services for Juveniles Program (STSJP) grant; and

WHEREAS, the County has made application for an STSJP grant in an amount up to \$59,992 to cover the State's 62% share of the costs associated with clients who are not fully reimbursed under the Flexible Fund for Family Services (FFFS) program, with the remaining 38% of those costs to be funded by the County; and

WHEREAS, said grant funds, if received, would be accepted by the Department of Social Services and passed through to the Probation Department along with the County's matching funds; and

WHEREAS, the Probation Department proposes to utilize said STSJP grant and matching funds to: 1) contract with Berkshire Farm Center and Services for Youth, Inc. to provide intensive family-based programming to reduce and prevent juvenile detention through Berkshire Farm's Stepping Stones Program at a cost not to exceed \$167,054; ^{\$170,395} 2) enter into a minor contract with KMG Monitoring Service to provide electronic monitoring of youth diverted from detention at an annual cost not to exceed \$15,000; and 3) enter into a minor contract with CAPTAIN Community Human Services, Inc. to provide residential respite services for eligible youth to prevent detention at an annual cost not to exceed \$500; and

WHEREAS, the contract period for the foregoing contracts shall run from January 1, ~~2021~~ ²⁰²² through December 31, ~~2021~~ ²⁰²²; now, therefore, be it

RESOLVED, that the Chair of the Board and/or the County Commissioner of Social Services execute any and all documents necessary to apply for and accept a Supervision and Treatment Services for Juvenile Program (STSJP) grant in an amount up to \$59,992 to reduce juvenile detention usage and encourage alternatives to detention and placement; and, be it further

RESOLVED, that the Chair of the Board is further authorized to execute a contract with Berkshire Farm Center and Services for Youth, Inc. of Canaan, New York, for the provision of intensive family-based programming to reduce and prevent juvenile detention for the term January 1, 2021 through December 31, 2021, at a sum not to exceed ~~\$167,054~~ ^{\$170,395}, with the form and content of said contract being subject to the approval of the County Attorney; and, be it further

RESOLVED, that the County Administrator is hereby authorized to execute a minor contract with KMG Monitoring Services to provide electronic monitoring services of youth diverted from detention for the term January 1, ~~2021~~ ²⁰²² through December 31, ~~2021~~ ²⁰²², at an annual cost not to exceed \$15,000, with the form and content of such minor contract being subject to the approval of the County Attorney; and, be it further

RESOLVED, that the County Administrator is further authorized to execute a minor contract with CAPTAIN Community Human Services, Inc. of Clifton Park, New York, for the provision of residential respite services for eligible youth to prevent detention for the term January 1, ~~2021~~ ²⁰²² through December 31, ~~2021~~ ²⁰²², at an annual cost not to exceed \$500, with the form and content of such minor contract being subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. Funding to administer these contracts is budgeted in the DSS budget and will be passed through from DSS to Probation.

COUNTY OF SARATOGA, ACTING THROUGH ITS DEPARTMENT OF PROBATION
AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH, INC.

2022 ~~2021~~ Stepping Stones Program

AGREEMENT

THIS AGREEMENT is made the ~~25th~~ day of ~~February~~ 202², by and between The County of Saratoga, acting through its Department of Probation with offices located at 40 McMaster Street, Ballston Spa, NY 12020 (hereinafter referred to as COUNTY), and the **Berkshire Farm Center & Services for Youth, Inc.** (hereinafter referred to as BERKSHIRE), with offices located at 13640 Route 22, Canaan, New York 12029.

WITNESSETH:

WHEREAS, COUNTY is mandated to provide preventive services; and

WHEREAS, BERKSHIRE'S Stepping Stones Program provides school-based, home-based community services to prevent detention and out-of-home placement; and

WHEREAS, pursuant to Resolution ~~26-2020~~⁻²⁰²¹ of the Saratoga County Board of Supervisors, the COUNTY wishes to engage the Stepping Stones Program (crisis intervention, assessment, support and service referral, hereafter referred to as "services") services of BERKSHIRE, subject to the mutual conditions and covenants herein;

NOW, THEREFORE, the parties agree as follows:

1. BERKSHIRE will provide the following Stepping Stones Program services to COUNTY:
 - a. Two Family Specialists to work with 6-7 identified youth and their families per each specialist at any given time in an intensified manner for a 30-60 day period, to be extended as appropriate upon request by the Saratoga County Department of Probation for up to another 60 days. If the COUNTY has identified more than 12 active cases total (6 per Specialist), the program will develop a waitlist that will be reviewed with the Director of Probation and Program Coordinator on a weekly basis. A seventh case with a specific specialist would only be opened if the team has already deemed another case ready for discharge. A Program Coordinator will be available at any time to the Family Specialists for assistance and supervision. The youth in this program must have been petitioned or adjudicated as a Person In Need of Supervision (PINS), or the youth must have been charged, petitioned or adjudicated as a Juvenile Delinquent (JD).

- b. A minimum of five contacts with the youth/family per week with two contacts in person with one of these contacts occurring in home. The Family Specialists will work a flexible work schedule to accommodate youth and their families.
- c. Immediate response to referrals, with a no reject policy, 24 hours/day. Additionally, once contacted by the Probation Department that a youth may be or has been remanded to detention, a Family Specialist shall assist the Probation Department with the process of assessing the youth and family for the potential of release. The Family Specialist will begin to engage the parent /guardian and obtain all releases to be signed so assessment can begin. The Family Specialists shall consider the results of a detention screen instrument, an instrument approved by the Probation Department, as well as any other pertinent facts in terms of a recommendation for release from detention or, if the youth is not in detention, a recommendation for return to the biological family, relative or any other appropriate person in lieu of detention. The Family Specialists will review the recommendation for or against release with the Probation Department prior to discussing with any other entity other than Berkshire Farms. The Family Specialists will communicate and work cooperatively with detention facility administrators in order to support the implementation and ongoing success of this program.
- d. If a Family Specialist is advised of an after hours admission by a detention facility, the Family Specialist shall advise the Probation Director or his designee by email, phone or text by no later than 9:00 a.m. of the next business day.
- e. A copy of any after hours paperwork provided to or completed by a Family Specialist shall be provided to the Probation Department by fax or hand delivered by no later than 9:00 a.m. of the next business day.
- f. The Family Specialists shall be available to appear in Family Court in order to interview youth & family, facilitate release (if warranted) and, if needed, initiate involvement with those approved (by the Court or Probation) for this program.
- g. Crisis intervention 24 hours/day, 365 days per year. The Family Specialists shall respond to any crisis immediately and will use the energy of the crisis to move the family through and help to mediate the crisis. The Family Specialists shall teach the families skills that will help them to avoid and manage future crisis.
- h. Assist with the assessment of child and family functioning and development of a treatment plan in conjunction with the YASI plan. For those youth who are under probation intake or court-ordered supervision with the probation department, the Family Specialists will collaborate with the assigned probation officer to develop Action Steps for the YASI (Youth Assessment Screening Instrument) Plan the steps based upon the risk areas identified by the probation officer using the Legal History, Family, School, Community/Peer, Alcohol/Drugs, Mental Health, Aggression/Violence, Attitudes, and Skills domains. The Family Specialists shall assist with implementing the action steps wherever possible. The Probation Department shall provide general training regarding the YASI instrument for the Family Specialists. The Family Specialists shall utilize various techniques to assist the family with problem resolution, developing new behavior management skills to

ease family conflicts, and with negotiating positive changes. The Family Specialists shall participate with the family in activities including household chores, family discussions, communication exercises, problem solving, and activities using community resources.

- i. Utilize Berkshire's Prevention Model and the Berkshire Model of Care and Treatment.
 - j. The Family Specialists will help the family secure necessary services as indicated in the YASI plan. Additionally, a recommendation for further needed community services at discharge, if needed.
 - k. Regular progress notes, monthly written status, and contact reports will be provided to Saratoga County Department of Probation during the service period, as well as any other requested and necessary case documentation.
 - l. Collaboration with the Probation Department, DSS, schools, and other community agencies/parties.
 - m. The total annual budget for the Stepping Stones Program services to be rendered by BERKSHIRE to COUNTY is as set forth in the attached SCHEDULE A.
2. BERKSHIRE will provide all needed training for Staff and provide administrative services overnight 24 hours/day, 7 days a week and 52 weeks a year. BERKSHIRE will ensure that all components of the Stepping Stones Program are offered in a professional and timely manner.
 3. At any time that the Saratoga County Probation Department is not open, such as after 5:00 p.m. or before 9:00 a.m., and on holidays and weekends, it will also be the obligation of BERKSHIRE personnel to compile the necessary information and complete the required detention risk assessment instrument prior to a Saratoga County juvenile's entry into detention. The Detention Risk Assessment Instrument (DRAI) is required pursuant to New York State law for those juveniles charged as juvenile delinquents. The information needed to complete such documentation will be available through the New York State DRAI Data System.
 4. BERKSHIRE will be paid by COUNTY a total fee of One Hundred Sixty Seven ~~Thousand Fifty Four dollars (\$13,921)~~ ^{\$170,395}, payable in eleven monthly payments in the amount of ~~\$13,921~~ ^{\$14,206} and a final payment of ~~\$13,921~~ ^{\$14,206} for the 12th month in December ~~2021~~ ²⁰²², upon receipt of a properly documented voucher for each payment.
 5. BERKSHIRE will forward a monthly voucher request with supporting documentation to the COUNTY for processing. BERKSHIRE shall receive payment within forty-five (45) days of receipt of an approved voucher.
 6. COUNTY and BERKSHIRE agree that BERKSHIRE is an independent contractor, as the staff of BERKSHIRE are not employees of COUNTY.

7. BERKSHIRE agrees to defend, indemnify and save harmless COUNTY from any and all claim(s) arising out of services performed by BERKSHIRE hereunder, including those specifically arising out of negligent acts or omissions of BERKSHIRE'S officers, employees, and agents (if applicable), including any costs for legal services and the defense of any such claim(s).
8. This Agreement is effective January 1, ~~2021~~²⁰²² through December 31, ~~2021~~²⁰²².
9. That either party to this Agreement may terminate the Agreement by giving the other party thirty (30) days written notice of such termination.
10. BERKSHIRE shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws and the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this Agreement, comply in all respects with the provisions of the Act and its implementing regulations. BERKSHIRE and the COUNTY agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.
11. BERKSHIRE shall not employ any COUNTY official or employee in connection herewith and shall adhere to the COUNTY'S Code of Ethics.
12. BERKSHIRE shall not assign or transfer any interest herein without prior written COUNTY approval.
13.
 - a. BERKSHIRE shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of BERKSHIRE, any person, employed by BERKSHIRE, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.
 - b. BERKSHIRE shall provide the COUNTY with proof of general liability insurance issued by a company authorized to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/single injury and \$1,000,000/property damage and shall be subject to the approval of the County Attorney. The certificate holder must be listed as the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also name the COUNTY OF SARATOGA as additional insured and BERKSHIRE shall provide the COUNTY with proof of such insurance in the form of Additional Insured Endorsement Rider or other proof acceptable to the COUNTY.

In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, BERKSHIRE shall

deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and BERKSHIRE shall promptly pay or cause to be paid all premiums due thereon.

In the event BERKSHIRE receives notice of cancellation of said insurance, BERKSHIRE shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. BERKSHIRE shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of BERKSHIRE'S receipt of said notice of cancellation of BERKSHIRE'S insurance.

Any failure by BERKSHIRE to comply with the insurance requirements of this agreement in a timely manner such constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to BERKSHIRE.

The above insurance is not, and shall not be construed as, a limitation upon BERKSHIRE'S obligation to indemnify the COUNTY.

14. This Agreement shall be void and of no effect unless throughout the term of this Agreement BERKSHIRE, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to the COUNTY.
15. BERKSHIRE represents and warrants that neither it, nor its employees or contractors, are excluded from participation, or otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7B(f) or in any other government payment program.

In the event BERKSHIRE, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, BERKSHIRE will notify the COUNTY in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to BERKSHIRE, the COUNTY reserves the right to immediately cease contracting with BERKSHIRE.

BERKSHIRE further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services' Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,

- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered BERKSHIRE will notify the COUNTY in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given to BERKSHIRE, the COUNTY reserves the right to immediately cease contracting with BERKSHIRE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

**COUNTY OF SARATOGA, acting through
its Department of Probation**

Date: ~~2-25-21~~

By: ~~Theodore T. Kusnierz, Jr.~~
Theodore T. Kusnierz, Jr., Chairman
Board of Supervisors
Per Resolution #~~201~~-2020
2021

**Berkshire Farm Center &
Services for Youth, Inc.**

Date: _____

By: Stacy Williams

Name Stacy Williams

Title Chief Program Officer

Federal I.D. # 14-1368125

APPROVED AS TO FORM AND CONTENT:

~~[Signature]~~
Acting County Attorney



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: November 21, 2021

RE: Request a Major Contract to replace a minor contract

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:
Replace a Minor Contract with CBM Fabrications with a Major Contract for \$16,019.00.
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):
- The Minor Contract was for repairs for the Burn Building at the County FTC. Increase cost due to an unforeseen increase in the prevailing wage schedule. (\$20.00 per hour increase)