

# Public Safety Committee Wednesday, February 2, 2022 3PM

Chair: John Lant

Members:

Phil Barrett Mark Hammond Jack Lawler Scott Ostrander Kevin Veitch Mo Wright

- I. Welcome and Attendance
- II. Approval of the minutes of the November 30, 2021 meeting.
- III. Appointment of a Vice-Chair
- IV. Amending an agreement with Forensic Medical Services Susan Hayes-Masa, Coroner
- V. Amending the 2022 County Budget to reappropriate \$73,072.66 of unexpended grant funds Ed Tremblay, Emergency Services
- VI. Sheriff's Department Michael Zurlo
  - A. Authorizing an agreement with Bancorp for the lease of 3 Chevrolet Tahoe SUVs for the Sheriff's Department
  - B. Authorizing an agreement with Black Creek Integrated Systems Corp. for the Saratoga County Correctional Facility
  - C. Town of Halfmoon 2022 Law Enforcement Contract
  - D. Town of Clifton Park 2022 Law Enforcement Contract
  - E. Agreement with the Prevention Council for a Certified Peer Recovery Advocate at the Saratoga County Correctional Facility
- VII. Authorizing an agreement with the NYS Office of Indigent Legal Services to accept a \$211,602 Indigent Legal Services Grant Andrew Blumenberg, Public Defender
- VIII. Acceptance of an Ignition Interlock Device Monitoring program grant in the amount of \$22,088 Steve Bayle, Probation
  - IX. Changes to adoption fees and refunds at the Animal Shelter Penny Heritage, Animal Shelter.
  - X. Other Business
  - XI. Adjournment

The public will have an opportunity to hear the meeting live via an audio signal using this callin number and access code: Dial: 1-978-990-5145 Access Code: 1840389



TO:

## SARATOGA COUNTY

то:	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, David DeCelle - Coroners
DATE	: 1/18/22
RE:	Amending an ageement with Forensic Medical Services
COMN	AITTEE: Public Safety
1.	Is a Resolution Required: VES 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 (If yes, budget lines and impact must be provided)
3.	Are there Amendments to the Compensation Schedule: YES or (If yes, provide details)
4.	Specific details on what the resolution will authorize: This resolution with authorize the Chairman to enter into an amended agreement with Forensic Medical Services for autopsies and death certificates.
5.	Does this item require hiring a Vendors/Contractors: \( \begin{align*} \text{YES} \) or \( \begin{align*} \text{NO} \\ a.  \text{Were bids/proposals solicited:} \\ b.  \text{Is the vendor/contractor a sole source:} \\ c.  \text{Commencement date of contract term:} \\ d.  \text{Termination of contract date:} \\ e.  \text{Contract renewal and term:} \\ f.  \text{Contact information:} \\ g.  \text{Is the vendor/contractor an LLS, PLLC or partnership:} \\ h.  \text{State of vendor/contractor organization:} \\ i.  \text{Is this a renewal agreement:}  \text{YES}  \text{or}  \text{NO} \\ j.  \text{Vendor/Contractor comment/remarks:} \end{align*}



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

6.	Is this an annual housekeeping resolution: YES or (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: <b>YES</b> or <b>NO</b> 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:
0.	Remarks/Reasoning (Supporting documentation must be attached to this form):
	The service provider has updated their rates for the 2022 calendar year and are as follows: Autopsy w/ death cert \$1,300 External Exam w/ death cert \$450 Death cert \$100 On site scene request - \$100
	Prior resolutions and supporting documents are attached



## SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 243 - 2022

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

## AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AMENDED AGREEMENT WITH FORENSIC MEDICAL SERVICES, P.C.

213-20

+ 221-08

WHEREAS, Resolution 221-08, as amended by Resolutions 157-11, 114-12, 52-2014 and 58-2017 authorized an agreement with Forensic Medical Services, P.C. to perform forensic autopsies and provide related services at the direction of the County Coroners and District Attorney; and

WHEREAS, Forensic Medical Services, P.C. is increasing its following professional fees, effective January 1, 2021. For performing an autopsy and issuing a death certificate from \$1,000 to \$1,200; for issuing a death certificate in absentia (without autopsy) from \$50 to \$80; for performing external examination with death certification from \$300 to \$400; and for conducting a scene investigation from \$300; and

WHEREAS, it is necessary to amend the County's agreement with Forensic Medical Services, P.C. to reflect these fee changes; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an amendment to the County's agreement with Forensic Medical Services, P.C., of Waterford, New York, effective January 1, 2021, providing for the following fee increases: For performing an autopsy and issuing a death certificate from \$1,000 to \$1,200; for issuing a death certificate in absentia (without autopsy) from \$50 to \$80; for performing external examination with death certification from \$300 to \$400; and for conducting a scene investigation from \$75 to \$100; with all other fees to remain unchanged; and, be it further

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

BUDGET IMPACT STATEMENT: The total impact of these fee increases will be determined by case volume. None. Funds for the agreement are included in the 2022 budget.

#1300

# 1300

SL

≪ Reply all

Block

## 2022 Rates per Dr. Sikirica

Susan LaCombe <Susan@fmsny.com>

Wed 1/12/2022 1:44 PM

To: Susan Hayes-Masa; David J. DeCelle

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

Saratoga County Coroners,

Below please find our new rates for 2022 and if you would kindly share with your county fiscal department.

Autopsy with death certificate:

1300.00

External Examination with death certificate:

450.00

Death certificate:

100.00

On site scene request:

100.00

Please let me know should you have any questions or concerns.

Susan LaCombe Forensic Administrator Forensic Medical Services, PC 50 Broad Street Waterford, NY 12188 (518) 237-3211 (o) (518) 237-7423 (f)

Reply

Reply all

Forward



## **SARATOGA COUNTY**

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	I: Ed Tremblay
DATE	: January 20, 2022
RE:	Request Budget Amendment
COMN	MITTEE:
1.	Is a Resolution Required: <b>VYES</b> or <b>NO</b> (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 (If yes, budget lines and impact must be provided)
3.	Are there Amendments to the Compensation Schedule: YES or (If yes, provide details)
4.	Specific details on what the resolution will authorize:  Re-appropriate unspent funds from 2017 and 2018 SHSP Grants
5.	Does this item require hiring a Vendors/Contractors:   A Were bids/proposals solicited:  B. Is the vendor/contractor a sole source:  C. Commencement date of contract term:  C. Termination of contract date:  E. Contract renewal and term:  C. Contact information:  G. Is the vendor/contractor an LLS, PLLC or partnership:  B. State of vendor/contractor organization:  Is this a renewal agreement:   YES or NO
	j. Vendor/Contractor comment/remarks:



## **SARATOGA COUNTY**

6.	Is this an annual housekeeping resolution: YES or (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: TYES 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: Both these have already been accepted 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):  2017 SHSP Grant: 1 36 366: 7151- \$17,296.66 Radio Equipment 7080- \$11,826.00 Fire Arms Training System Sheriff's Department Total-\$29,122.66  2018 SHSP Grant: 1 36 366: 7033- \$2,000.00- Replace outdated Power Point Equipment w/ remotes 8241- \$1,950.00- Disposable Medical Supplies/ Cyanokits 7041- \$40,000.00- ATV/ UTV for hard to access/ remote areas. (Large Crowds and remote area rescue, radio tower access. Total- \$43,950.00



## SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 65

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

AMENDING THE 2019 COUNTY BUDGET TO REAPPROPRIATE \$2,086,145-IN EXPENSES AND REVENUES UNDER EMERGENCY SERVICES 73.072.66

WHEREAS, Resolution158-2016 authorized the acceptance of a 2016 New York State Homeland Security Program ("SHSP") grant in the amount of \$217,500 to pay for security and emergency services enhancements, including the purchase of a Disaster Logistics Stockpile Traffic Management Trailer, health preparedness planning, the replacement of Cyanokits, a Computer Aided Dispatch ("CAD") maintenance agreement, the purchase of protective clothing and equipment for emergency responders, and the purchase and installation of critical infrastructure security improvements, such as building door and lock set upgrades and security

WHEREAS, unexpended funds from such 2016 SHSP grant in the amount of \$65,625 need to be reappropriated for the Office of Emergency Services to the 2019 County budget; and

WHEREAS, Resolution 194-2017 authorized the acceptance of a 2017 New York State Homeland Security Program grant in the amount of \$217,457 to pay for radio equipment; portable batteries; mobile chargers; training for the County hazardous material response team; the Office of Emergency Services' Rail Car Training System Project; two yearly payments for the "I Am Responding" communications system; Time Warner's service for the Emergency Operations Center; dive equipment; a firearms training system for the Sheriff's Office; to update, calibrate, repair and replace supported equipment; the purchase of a decontamination equipment trailer; payment of Verizon Wireless service charges; and a copier lease for the Emergency Operations Center; and

WHEREAS, unexpended funds from such 2017 SHSP grant in the amount of \$169,082 need to be reappropriated for the Office of Emergency Services to the 2019 County budget; and 2011

WHEREAS, Resolution 206-2018 authorized the acceptance of a 2018 New York State Homeland Security Program grant in the amount of \$217,437 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; Cyanokits; and copier lease charges; and

WHEREAS, unexpended funds from such 2018 SHSP grant in the amount of need to be reappropriated for the Office of Emergency Services to the 2019 County budget; and 2012

WHEREAS, Resolutions 72-2014, 216-2015 and 110-2017 authorized the acceptance of a Statewide Interoperable Communications Grants ("SICG") from New York State Division of Homeland Security for the enhancement of emergency communications systems in the County and to improve interoperability communications with other counties; and

WHEREAS, unexpended funds from the 2014 SICG in the amount of \$658,451, the 2016 SICG grant in the amount of \$14,450, and the 2017 SICG grant in the amount of \$688,456 need to be reappropriated for the Office of Emergency Services to the 2019 County budget; and

WHEREAS, Resolution 245-2017 authorized the acceptance of a Federal Emergency Management Agency FY 2016 Pre-Disaster Mitigation Competitive Grant in the amount of \$225,000 from the Federal Emergency Management Agency for the development of a County Hazard Mitigation Plan to reduce the impact of natural disasters; and

WHEREAS, unexpended funds from the FY 2016 Pre-Disaster Mitigation Competitive Grant in the amount of \$172,644 need to be reappropriated for the Office of Emergency Services to the 2019 County budget; and

WHEREAS, Resolution 218-2017 authorized the acceptance of a New York State and Municipal Facilities Grant Program grant from the Dormitory Authority of the State of New York in the amount of \$100,000 for the construction of a shared storage facility to house emergency response equipment utilized by the Saratoga County Office of Emergency Services and the Sheriff's Department; and

WHEREAS, unexpended funds from the New York State and Municipal Facilities Grant Program grant in the amount of \$100,000 need to be reappropriated for the Office of Emergency Services to the 2019 County budget; and

WHEREAS, an amendment to the 2019 Saratoga County Budget is needed to reappropriate said unexpended funds; now, therefore, be it

RESOLVED, that the 2019 County Budget is amended as follows:

#### **EMERGENCY SERVICES:**

Appropriations:				
2016-SHSP ,			ø	
Increase Acct.: #A.36.3	866-7080 Other Equipment 166-8241 Prescription Drugs & Supl	istoria Survey.	<del>5</del> 6,500- ∖	いりまりはい
Increase Acct. #A 36-3	66-8241 Prescription Drugs & Supl	********************************	·1,625 <sub>1</sub>	ì
Increase Acct.: #A.36.3	366-8519 Personal Safety Supplies	\$	7,500.	
	www.merceneresementeresements.Subtota	IS	<b>65</b> ,625.	
				. 1
2017-SHSP				- val-lik

2017-31131			17,296.00
Increase Acct.: #A.36.366-7051 Communications Equipment	\$	<del>20,000.</del>	17,010.
Increase Acct.: #A.36.366-7080 Other Equipment	\$	<sup>4</sup> 90;182:	11.826.00
Increase Acct.: #A.36.366-8190 Other Professional Srv	\$***	-53,900.	
Increase Acct.: #A:36:366-8533-Telephone	\$	3,000.	
Increase Acct.: #A.36.366-8543-Office Equipment-Rental	\$	2,000.	
Subtotal	\$	1 <del>69,082</del> .	# 29,192,LL

#### 2018-SHSP

Increase Acet.: #A.36.366-7033 Personal Computers

\$ -5,000 000,00

Increase Acet.: #A.36.366-7080 Other Equipment Increase Acet.: #A.36.366-8190 Other Professional Sty Increase Acet.: #A.36.366-8241 Prescription Drugs & Supl Increase Acet.: #A.36.366-8519 Personal Safety Supplies Increase Acet.: #A.36.366-8533 Telephone Increase Acet.: #A.36.366-8543 Office Equipment Rental Subtotal	\$ -45,000. \$ -96,200. \$ -5,000. \$ -62,737. \$ -2,000. \$ 1,500. \$ 217,437.
SI-17 Increase Acct.: #A.36.366-7051 Communications Equipment  SI-16 Increase Acct.: #A.36.366-7051 Communications Equipment	\$ 688,456 <b>,</b> \$ 14,450.
SI-14 Therease Acct.: #A.36.366-7051 Communications Equipment	\$ 658,451.
PD-16 Increase Acct.: #A.36.366-7098 Prof Srv For Cap Purposes  SAM Grant Increase Acct.: #A.36.000-7093 Bldg – Construction Cost Total	\$ 172,644. \$ 100,000. \$2,086,145.
Revenues Increase Acct.: #A.36-3306 Homeland Security	-\$2,086,145. 73,072,66

BUDGET IMPACT STATEMENT: 100% State Aid.



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

10:	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	I: Sheriff Michael H. Zurlo
DATE	: January 24, 2022
RE:	Vehicle Lease Agreement
COMN	MITTEE: Public Safety
1.	Is a Resolution Required: VES 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 (If yes, budget lines and impact must be provided)
	Funds are included in the the 2022 Budget
3.	Are there Amendments to the Compensation Schedule: YES or (If yes, provide details)
4.	Specific details on what the resolution will authorize:
	Authorize the Chairman of the Board or the Sheriff to enter into a 3-year lease agreement with Bancorp for the lease of 3 Chevrolet Tahoe SUVs for the Sheriff's Office. Form and content to be approved by the County Attorney.
5.	Does this item require hiring a Vendors/Contractors: VYES or NO  a. Were bids/proposals solicited: YES  b. Is the vendor/contractor a sole source: NO  c. Commencement date of contract term: January 2022  d. Termination of contract date: January 2025  e. Contract renewal and term: None  f. Contact information: Bancorp, 2127 Espey Ct #300, Crofton MD 21114
	g. Is the vendor/contractor an LLS, PLLC or partnership: NO
	<ul> <li>h. State of vendor/contractor organization: Delaware</li> <li>i. Is this a renewal agreement: YES or NO</li> </ul>
	i. Vendor/Contractor comment/remarks:



## **SARATOGA COUNTY**

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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):  Bids for these vehicles were solicited by the Purchasing Department and the bid was awarded in October 2021 to Joe Basil Chevrolet of Depew, NY. Board approval is needed for the execution of the lease agreement.

## **Bancorp Leasing**

Phone: 410-721-2555 800-532-7352

Fax: 410-721-3233

### **January 24, 2022**

TO: Ms. John Warmt, Director of Purchasing Saratoga County New York

jwarmt@saratogacountyny.gov

FROM: Phil Capron

SUBJECT: Lease quote 36 months 2022 Chevrolet Tahoe LT 4WD

**Bancorp Leasing:** 

Duns Number 167246326

Thank you for your inquiry regarding Bancorp Leasing and our ability to assist your leasing needs with cost effective transportation alternatives. Based upon your request, we are pleased to offer the following:

### Factory-ordered vehicle 36 month Payment Annual Mileage

2022 Chevrolet Tahoe LT 4WD **\$663.00** 15,000mi./yr.

### **Relevant Considerations:**

- 1. Pricing is per vehicle per year in accordance with the specifications and quote provided by Matt Koenig of Joe Basil Chevrolet
- 2. Lead-time is anticipated to that of your quote from Joe Basil Chevrolet.
- 3. Licensing/registration, this quote assumes that this vehicle will operate on government tags and Saratoga County will acquire them.
- 4. Mileage is based upon 15,000 miles per year estimate, excess mileage \$.18/mi.
- 5. Our quote is for 36 months closed end lease
- 6. Repairs and routine maintenance including that caused by the improper use of this vehicle and insurance are the responsibility of the lessee. This vehicle will come with the manufacturer's new vehicle warranty.
- 7. Invoices will be sent monthly in advance and payment is expected by check or through electronic transfer of funds.
- 8. Subject to all applicable NYS regulations



Sales/Customer Service 2127 Espey Court - #300 Crofton, MD 21114 (410) 721-2555 (410) 721-3233 (Fax)

Billing Lease Payment Center PO Box 140733 Orlando, FL 32814-0733 (888) 632-7748

#### MASTER LEASE AGREEMENT **CLOSED-END LEASE**

This Master Lease Agreement ("Agreement"), made as of the date set forth below, is by and between The Bancorp Bank ("Lessor"), and

County of Saraatoga, NY

- 2. LEASE. In consideration of the mutual covenants and upon the terms and conditions contained in this Agreement, Lessor leases to Lessee and Lessee hires from Lessor each motor vehicle described in one or more Schedules signed by Lessee and added from time to time to this Agreement (each, a "Vehicle") on the terms and conditions in the Schedule and as hereinafter set forth below.
- TERM. The Term of the Lease of any Vehicle shall be listed on the Schedule. It shall commence on the date the Vehicle is delivered to Lessee or Lessee's representative or on the day Lessor pays a dealer or supplier for the Vehicle, whichever occurs first (the "Commencement Date").
- THE MONTHLY PAYMENT shall be paid on the tenth day of the month for each calendar month during the Term of the Lease. The Lessee's obligation to make Monthly Payments shall continue during any period the Vehicle is inoperable due to mechanical failure, damage, repair, loss, seizure or any other reason.
- MAINTENANCE: INSPECTION
  - (a) Lessee shall be solely responsible, at its own expense, for maintaining and servicing the Vehicle, during the term of this Lease, as provided in Section 6 below. Lessor shall have the right to inspect the Vehicle upon request at any reasonable time.
- STANDARDS FOR WEAR AND USE. Lessee shall, during the term of this Lease, use, maintain, operate and service the Vehicle so as fully to comply with the following standards:
  - The Vehicle shall be used in accordance with the monthly mileage allowance listed in the Schedule. Lessee shall pay to Lessor upon termination of the Lease of that Vehicle an excess mileage charge of the amount listed in the Schedule for each mile in excess of such allowance;
  - Lessee shall fully comply with the manufacturer's warranty maintenance schedule for the Vehicle;
  - (iii) The Vehicle shall be returned to Lessor (at the termination of the Lease or otherwise) in good operating condition and with the same equipment (or equipment reasonably equivalent in value and utility) as was installed in the Vehicle when delivered to Lessee. Lessee shall pay for any loss in value to the Vehicle caused by misuse, negligence or accident and for all damages to the Vehicle. Lessee shall pay all costs of restoring the Vehicle to good condition for resale, including (but not limited to) replacement or repair of missing or damaged parts and equipment, broken glass or lights, worn tires, cracked engine block, dents, scratches and other damage in excess of ordinary wear and tear; and
  - (iv) Lessee shall not tamper (or permit any other person to tamper) with the odometer, air pollution controls or United States Department of Transportation-required safety equipment of the Vehicle.
- RETURN OF VEHICLE. Lessee agrees to return the Vehicle to Lessor at the end of the term of the Lease. Lessee agrees to return the Vehicle at Lessee's expense to the Lessor's place of business or such other place as shall be agreed upon between Lessor and Lessee. Lessee agrees to return the Vehicle in good operating condition and working order, free from physical or mechanical damage, except for reasonable wear and tear. Lessee agrees to return with the Vehicle all license plates, the Vehicle registration and all other documents related to ownership or possession of the Vehicle. Lessee further agrees to accurately report to Lessor the correct mileage accumulated on the Vehicle. Lessee shall pay to Lessor all sums then due under the Lease, including but not limited to all sums due under Section 6 above.
- MONTHLY STATEMENTS OR PAYMENT COUPON BOOKLETS. Prior to the date each Monthly Payment is due except for the first Monthly Payment, Lessor shall render to Lessee a single statement of the Monthly Payment payable for that calendar month. The Monthly Payment shall be paid at the office of Lessor designated in the monthly statement. In lieu of rendering monthly statements, Lessor may elect to issue a coupon booklet, in which case Monthly Payments shall be made by Lessee in accordance with the instructions and on the dates specified in the coupon booklet.
- EXPENSES, FEES, TAXES, AND OTHER CHARGES. In addition to the Monthly Payment, Lessee agrees to pay: (i) all expenses, fees and taxes incurred in connection with the titling, licensing and registration of the Vehicle, whether disclosed or undisclosed; (ii) all expenses in connection with the possession, use and operation of the Vehicle including but not limited to gasoline, oil, grease, repairs, maintenance, tires, storage, parking, tolls, fines, towing and servicing; (iii) all sales, use, registration, personal property and other taxes related to the Vehicle; and (iv) all fees, expenses and taxes in connection with any re-registration of the Vehicle if the Lessee permanently garages the Vehicle in a locale other than that originally registered. Lessee agrees to reimburse Lessor upon demand for any and all costs covered under this Section 9 which Lessor may pay on Lessee's behalf.
- 10. LATE PAYMENTS. If Lessee does not make any Monthly Payment or pay any of the charges due under Sections 6, 7 and 9 of this

Agreement within ten (10) days after the date on which such Monthly Payments or charges are due, Lessee agrees to pay a single late charge of five percent (5%) of the Monthly Payment. Lessee also agrees to pay all reasonable attorney's fees plus court costs, if the Lease is placed for collection in the hands of an attorney who is not a salaried employee of Lessor.

- 11. DEPOSIT. Lessee shall deposit with Lessor on the date of the Lease the sum indicated in the Schedule (the "Deposit") as security for the full and faithful performance by Lessee of all terms, covenants and conditions of the Lease evidenced by that Schedule. This sum shall be returned to Lessee at the end of the Term of the Lease or upon termination of the Lease provided that the Lessee has not breached any of the terms, covenants and conditions of the Lease. The Deposit may be applied by Lessor to pay any Monthly Payments past due or to pay any other sums due from Lessee under the terms of the Lease. If Lessee has leased more than one vehicle from Lessor under this or another Lease, Lessor may, at its option, transfer a Deposit for any Lease after Final Settlement of that Lease if Lessee has ever been delinquent in making any required payments or ever defaulted under the terms and conditions of either Lease.
- 12. CANCELLATION OF ORDER, DAMAGES. If Lessee shall instruct or otherwise cause Lessor to cancel the order for a Vehicle from any dealer, supplier or manufacturer after the execution of the Schedule, then Lessee shall reimburse the Lessor for any costs associated with the cancellation.
- 13. DELIVERY OF VEHICLE. The Vehicle shall be delivered to Lessee at the supplying dealer's place of business or at such other place as shall be agreed upon between Lessor and Lessee. If delivery is not made at the supplying dealer's place of business, then delivery of the Vehicle to Lessee shall be made within five (5) days after the Vehicle is delivered to Lessor by the dealer, supplier or manufacturer. Lessor shall have no liability if the dealer, supplier or manufacturer does not deliver the Vehicle to Lessor or to Lessee for whatever reason.
- 14. NO WARRANTIES. Lessee's acceptance of the Vehicle at the place agreed upon for delivery shall constitute an acknowledgement by Lessee that the Vehicle complies with the specifications for the Vehicle described in the Schedule added to this Lease. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, CONDITION OR QUALITY OF THE MATERIAL, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE VEHICLE.

Lessee agrees that Lessor has no liability to Lessee for any damage or loss caused directly or indirectly by the Vehicle or which results from the condition, maintenance, possession, use or operation of the Vehicle.

- 15. VEHICLE USE.
  - (a) Lessee shall not use or allow the use of the Vehicle for any illegal purpose or for the transportation of any material deemed extra hazardous by reason of being explosive or inflammable. Lessee will reimburse Lessor for all damages sustained by Lessor as a result of such use. Lessee will also reimburse Lessor for any Vehicle confiscated by any governmental agency, or other expense incurred as a result thereof, whenever such confiscation or expense is caused by the illegal use of the Vehicle.
  - (b) Lessee shall not use or allow the use of the Vehicle for towing, pushing or any purpose other than that for which it is designed, nor for the transportation for hire of goods, passengers or animals.
  - Lessor shall not be responsible or liable for loss to any goods or other property placed or carried in or on the Vehicle.
  - (d) Lessee shall not use or allow the use of the Vehicle outside of the United States without the prior consent of Lessor.
- 16. VEHICLE OPERATION.
  - (a) The Vehicle shall be operated only by a safe, competent and duly licensed driver. If Lessee is an individual, Lessee represents and warrants that Lessee has a valid driver's license issued in Lessee's name by the Department of Motor Vehicles or other appropriate agency of the state in which Lessee resides. If Lessee's driver's license is ever revoked or suspended, Lessee must notify Lessor of this fact in writing within ten (10) days. Upon such an event, Lessor may demand redelivery of the Vehicle upon ten (10) days' notice at Lessor's place of business or at any place agreed upon by Lessor and Lessee. If such an election is made, upon redelivery of the Vehicle, the termination provisions of this Lease shall govern.
  - (b) Lessee and any person authorized by Lessee to operate the Vehicle shall be solely responsible for individual fines and penalties for parking, traffic and speeding violations. Should Lessor be required to pay any fine or summons, Lessee shall reimburse Lessor for same upon demand.
- 17. OWNERSHIP, REGISTRATION AND TITLE.
  - (a) This is a contract of leasing only, and Lessee acquires no ownership, title, property rights or interest in or to the Vehicle (or any option therefor), but only the right of possession and use in accordance with the provisions of this Lease.
  - The Vehicle shall be registered in the name of Lessor during the term of the Lease and any certificate of title or similar documents shall likewise be in the name of Lessor. Lessor may elect to place title of the Vehicle in the name of a trustee or custodian with the same force and effect as though the Vehicle were titled in the name of Lessor.
- 18. POSSESSION AFTER THE LEASE HAS ENDED. If Lessee retains possession of the Vehicle after the Term of the Lease has ended, Lessee agrees that all the terms of this Lease shall remain in full force and effect and that Lessor shall continue to charge Lessee the Monthly Payment and any other charges under the Lease. This Section 18 shall not be construed as granting Lessee any right whatsoever to retain possession of the Vehicle after expiration of the Lease, nor as a waiver by Lessor of any of Lessor's rights under the default provisions of this Lease.
- 19. INSURANCE.
  - (a) Lessee agrees to pay for and maintain public liability and property damage insurance for personal injury, death or property damage covered by the Vehicle or its operation, in compliance with applicable law, but in any event not less than One Hundred Thousand Dollars (\$100,000) for any one person injured or killed, Three Hundred Thousand Dollars (\$300,000) for more than one person injured or killed in any one accident, and Fifty Thousand Dollars (\$50,000) for damage to property of others in any one accident.
  - Lessee further agrees to pay for and maintain collision insurance on the Vehicle with a One Thousand Dollar (\$1,000.00) (or less) deductible and comprehensive coverage insurance including fire and theft with a One Thousand Dollar (\$1,000.00) (or less) deductible. Lessee agrees to obtain and maintain any additional insurance coverage required in the state in which the Vehicle is operated.

(c) Lessee agrees to furnish Lessor with insurance endorsements or other written evidence of the above-required insurance coverage with insurance companies satisfactory to Lessor. Lessor and any other party in interest designated by Lessor shall be named as an additional insured and loss payee. Receipt of the written evidence of insurance by Lessor or its authorized agent shall be a condition of delivery of the Vehicle to Lessee. The insurance coverage shall begin on or prior to the date the Vehicle is delivered to Lessee and shall continue in full force until Final Settlement of the Lease. No cancellation or material change in and of the insurance required under this Section 19 shall be permitted without the prior approval of Lessor upon thirty (30) days advance written notice. If, at any time, notice of cancellation of insurance coverage is given by the carrier, Lessee agrees to deliver the Vehicle to Lessor or Lessor's representative prior to the effective date of cancellation.

(d) During the investigation, defense or prosecution of any claim or suit arising from possession, use or operation of the Vehicle, Lessee agrees to cooperate fully with the Lessor and the insurance carriers.

(e) In the event the insurance coverage required under this Section 19 is cancelled, or Lessee is unwilling or unable to obtain such insurance coverage, or Lessee is delinquent in making any premium or other payments required to keep such insurance coverage in effect, Lessor may, at its option, obtain the required insurance coverage or pay any delinquent premium or other payments on Lessee's behalf and Lessee hereby agrees to reimburse Lessor upon demand for any such costs or payments.

20. INDEMNITY.

- (a) Lessee agrees to assume all liability for injury, death and property damage occasioned by the operation, maintenance, use and possession of the Vehicle at all times prior to the termination or expiration of the Lease, redelivery of the Vehicle to Lessor and Final Settlement. Lessor does not assume any liability for any acts or omissions of Lessee or Lessee's drivers, agents or employees. Lessee hereby releases Lessor and agrees to indemnify and hold harmless Lessor and Lessor's agents and employees from any and all claims against Lessor or Lessor's agents and employees of any kind or nature whatsoever arising out of or resulting from the condition (including latent and other defects not readily discoverable) of the Vehicle, or the use or operation of the Vehicle by any person. Lessee agrees to indemnify Lessor for any expenses and legal fees related to such claims. The indemnity and assumption of liability in this Section 20 shall continue in full force and effect at all times prior to expiration or termination of this Lease, redelivery of the Vehicle to Lessor and Final Settlement.
- (b) Lessor agrees to give Lessee prompt notice of any claim or liability hereby indemnified against.

21. RÉPAIR, DAMAGE, LOSS, THEFT, DESTRUCTION AND SETTLEMENT THÉREFOR.

- (a) Lessee shall bear all risks of damage, loss, theft or destruction, partial or complete, of the Vehicle. Lessee agrees to keep the Vehicle in efficient working order and repair.
- (b) The cost and expense of all replacement parts, repairs or substitution of parts or equipment on the Vehicle shall be borne by Lessee.
- (c) If the Vehicle is lost, stolen, destroyed or damaged beyond repair, Lessee shall promptly notify Lessor and hold the Vehicle or wreckage for disposal.

(d) Lessee's obligation to make any payments under this Lease shall continue until Final Settlement.

- 22. REMOVAL OF VEHICLE. Lessee agrees that the Vehicle will not be permanently removed from the state of Lessee's residence or place of business or operation as indicated in this Lease. Lessee also agrees not to remove the Vehicle temporarily from such state for any period of time or otherwise under such circumstances as would require registration or licensing of the Vehicle in any other state, without the prior written consent of Lessor.
- 23. NO ABATEMENT OR SET-OFF. Lessee agrees that the sums payable to Lessor under any Section of this Lease shall not be subject to any defense, set-off, counter-claim or recoupment whatsoever by reason of any damage to or loss or destruction of the Vehicle, or by reason of any interruption for whatever cause in the use, operation or possession of the Vehicle.
- 24. DEFAULT OF LESSEE. Lessee shall be in default under the Lease under any one or more of the following circumstances:

(a) If Lessee fails to make any payments specified under the Lease;

(b) If Lessee fails to perform or permits the breach of any of the terms, conditions, covenants or agreements of the Lease;

(c) If bankruptcv or insolvency proceedings are commenced by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any action shall be taken against or by Lessee to accomplish any such purpose, or if a receiver of the property or business of the Lessee shall be appointed, or if Lessee has permitted or suffered any distress, attachment, levy or execution to be made or levied against any or all of the property of Lessee;

(d) If Lessee is in default under any other agreement between Lessee and Lessor;

(e) If any insurance company cancels any required insurance on the Vehicle or determines that Lessee is an uninsurable risk at standard rates;

(f) If any other person obtains an interest in the Vehicle including a lien or encumbrance on the Vehicle; or

- (g) Upon the occurrence of any event which Lessor reasonably believes imperils the prospect of full performance or satisfaction of the Lessee's obligations herein.
- 25. REMEDIES OF LESSOR. If Lessee is in default of the Lease as defined in Section 24, Lessee agrees that Lessor may exercise any or all of the following rights and remedies:
  - (a) Cancel this Lease and take possession of the Vehicle by lawful means. Once Lessor repossesses the Vehicle, Lessor will hold it free and clear of the Lease and any of Lessee's rights under the Lease;
  - (b) Take such action as Lessor may deem necessary and/or appropriate in order to protect, preserve or otherwise safeguard the Vehicle;
  - (c) Call all sums owing under the terms of the Lease immediately due and payable including without limiting any damages, late payments and indemnities provided for under the Lease;
  - (d) PROCEED TO COLLECT ALL SUMS DUE UNDER THE TERMS OF THE LEASE, IN WHICH EVENT LESSEE AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION INCLUDING LESSOR'S COURT COSTS, ATTORNEY'S FEES AND OTHER COLLECTION EXPENSES; AND LESSEE: (I) AUTHORIZES ANY ATTORNEY CHOSEN BY LESSOR TO APPEAR FOR LESSEE, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TO CONFESS JUDGMENT AGAINST LESSEE IN FAVOR OF LESSOR FOR SUCH AMOUNTS AS MAY BE UNPAID UNDER THE LEASE PLUS

## INTEREST, COSTS, EXPENSES AND FEES; AND (II) LESSEE WAIVES ALL RIGHTS UNDER ANY EXEMPTION LAWS OF THE STATE OF DELAWARE OR ELSEWHERE AND CONSENTS TO IMMEDIATE EXECUTION ON ANY JUDGMENT; AND

- (e) Exercise any right or remedy available at law, equity or otherwise, as a result of Lessee's breach or negligence. Repossession by Lessor and any sale by Lessor of any Vehicle repossessed shall not affect the right of Lessor, and Lessor shall nevertheless have the right, to recover from Lessee any and all damages which Lessor shall have sustained by reason of the breach by Lessee of any of the covenants and terms of the Lease. Lessor's rights and remedies with respect to any of the terms and conditions of the Lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies in Lessor's favor.
  - The failure by Lessor at any time to exercise any remedy or right reserved to it, or to require performance of any of the terms or provisions of the Lease, shall not be a waiver of any default under the Lease nor a waiver of any right of Lessor upon Lessee's default nor shall it affect the right of Lessor to enforce the provisions of the Lease thereafter.
- 26. ASSIGNMENT, TRANSFER, SUBLEASE, PLEDGE. Lessee's interest under this Lease or its right to possession of the Vehicle shall not be transferred by assignment, operation of law or otherwise. Lessee shall not sublet the Vehicle without the prior written consent of Lessor. Lessee shall not pledge, mortgage or otherwise encumber any right or interest it has under the Lease.
- 27. NOTICE. All notices, requests or consents that either party is required or desires to give the other party shall be in writing signed by or on behalf of the party giving the same, sent by United States registered or certified mail, addressed to the other party, at its respective address stated above or below or such other address as either shall hereafter furnish the other in writing, and shall be effective from the date of receipt, except for such sent by Lessor which shall be effective from the date of mailing. Lessee shall advise Lessor within thirty (30) days of any change in Lessee's address, or any change in the address of the driver of the Vehicle.
- 28. ENTIRE AGREEMENT. This Agreement and the Schedule or Schedules appended hereto constitute the entire agreement between the parties and shall not be amended or altered in any manner except by an instrument in writing executed by both parties and attached hereto.
- 29. DELAWARE LAW GOVERNS. The Lease shall not be effective unless and until accepted and executed by an officer of Lessor. The Lease and the rights and obligations of the parties hereunder shall be construed, interpreted and determined by the laws of the State of Delaware, where Lessor has its principal place of business.
- 30. SEVERABILITY. Any provision of the Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.
- 31. JOINT AND SEVERAL LIABILITY. If more than one Lessee executes the Lease, their obligations under the Lease shall be primary, joint and several.

Dated: 01/20/2022

ADDRESS  Signature  Title  Signature	County of Saratoga, NY  40 Mc Master Street Ballston Spa, NY 12020	Signature Title Signature Title	
Title		LESSOR	The Bancorp Bank
Signature		Signature	
Title		Title	



### **CLOSED-END LEASE SCHEDULE**

The following vehic	cle is hereby added t	o the Master Lease Agree	ment dated <u>01/20/2022</u> , be	etween The Bancorp	Bank (Lessor) and
County of Saratoga	a, NY				(Lessee).
				Customer#	24734
Date <u>01/20/2022</u>	_			Unit #	
Year, Make & Mo	odel			Garaging Addres	s
2022 Chevrolet Ta	ahoe LT 4 WD			40 McMaster Stree	
VIN				Ballston Spa, NY 1	2020
1GNSKNKD9NR1	73025				
Exterior Color	Interior Color	Optional Equipment			State of Registration
Black	Black				NY
Term & Frequ	uency _	36 Monthly	Security Deposit		\$0.00
Base Paymer	nt _	\$663.00	Annual Mileage Allowa	nce	15,000
Sales / Use T	ax _	NY Exempt	Excess Mileage Charge	per Mile	\$0.18
Total Monthly	Payment _	\$663.00	Down Payment		\$0.00
Interim Rent	_	\$0.00	Estimated Initial Tax &	Tags	
Additional Terms ar	nd Conditions:				
LESSEE Coun	ity of Saratoga, NY				
	ny or ouraloga, ivi		Signature		
			Title		
Signature					
Title			LESSOR The Bancor	p Bank	
Signature			Signature		
Title			Title		



### **CLOSED-END LEASE SCHEDULE**

ounty of Saratoga	ı, NY			(l	Lesse	
ate <u>01/20/2022</u>				Customer # 24734 Unit #	ŀ	
Year, Make & Mo	odel		Gar	raging Address		
2022 Chevrolet Ta	hoe LT 4 WD			40 McMaster Street		
VIN			Dalis	ston Spa, NY 12020		
GNSKNKDXNR1	73048					
Exterior Color	Interior Color	Optional Equipment		State Registra		
Black	Black			NY	I	
Term & Frequ	uency _	36 Monthly	Security Deposit	\$0.00		
Base Payment		\$663.00	Annual Mileage Allowance	15,000		
Sales / Use Tax		NY Exempt	Excess Mileage Charge per l	Mile\$0.18		
Total Monthly	/ Payment	\$663.00	Down Payment	\$0.00		
Interim Rent		\$0.00	Estimated Initial Tax & Tags			
dditional Terms ar	nd Conditions:					
_ESSEE Cour	nty of Saratoga, NY		Signature			
			Title		Ī	
Signature						
Γitle			LESSOR The Bancorp Bar	nk		
Fitle			LESSOR The Bancorp Bar Signature	nk		



### **CLOSED-END LEASE SCHEDULE**

The following ve	shicle is hereby added t	to the Master Lease Agreem	nent dated <u>01/20/2022</u> , be	etween <u>The Bancorp</u>	Bank (Lessor) and
County of Sarate	oga, NY				(Lessee).
Date <u>01/20/202</u>	2_			Customer# Unit#	
Year, Make &	Model			Garaging Address	3
	Tahoe LT 4 WD			40 McMaster Street Ballston Spa, NY 12	
VIN				Ballston Spa, NT 12	2020
1GNSKNKD6N	R172687				
Exterior Color	r Interior Color	Optional Equipment			State of Registration
Black	Black				NY
Term & Fre	_	36 Monthly	Security Deposit	4	\$0.00
Base Payn	nent _	\$663.00	Annual Mileage Allowance		15,000
Sales / Use	• Tax	NY Exempt	<b>Excess Mileage Charge</b>	per Mile	\$0.18
Total Mont	thly Payment _	\$663.00	Down Payment		\$0.00
Interim Rei	nt _	\$0.00	Estimated Initial Tax & Tags		
Additional Terms	and Conditions:				
LESSEE Co	ounty of Saratoga, NY		Signature		
			Title		
Signature					
Title			LESSOR The Bancor	p Bank	
Signature		-	Signature		
Title			Title		



### **OWNERSHIP CERTIFICATION**

Lessee has been advised that the Lease Agreement dated 01/20/2022, between The Bancorp Bank (Lessor) and

Description	VIN	
all vehicles	All vins	
	not be treated as owner for Federal income tax purposes. Fu ends to use the leased property more than 50% in the trade or	
LESSEE County of Saratoga, NY	Signature	
LESSEE County of Saratoga, NY	Signature	
	Title	
Signature	Title Signature	
Signature	Title Signature	
Signature	Title Signature	

(Lessee).

Title

County of Saratoga, NY



#### ACH LEASE PAYMENT AUTHORIZATION

Lease Payment Center
P.O. Box 140733
Orlando, FL 32814-0733
P: 888.632.7748 F: 302.791.5637
www.thebancorpbank.com

I/We (Customer) authorize The Bancorp Bank ("Bank") to electronically transfer funds through the Automated Clearing House (ACH) system from my/our deposit account at the Financial Institution identified below to the Bank in payment of the below-referenced lease.

I/We understand that transfers will be made monthly, on the due date of the lease payment. If the due date falls on a holiday or nonbusiness day, the transfer will be made the next business day.

I/We certify that no authorization, of any party other than ours, is necessary to provide for the withdrawal of funds from my/our account as contemplated by this authorization.

I/We understand that if the balance available for withdrawal from my account designated in PART 2, is not sufficient to cover the payment authorized in PART 3, or if my bank returns, rejects or reverses the debit entry to my account for any reason, I/we will still owe the lease payment, and Bank may, at its option, treat this as a failure to make a lease payment.

I/We acknowledge that the origination of ACH transfers to my/our account must comply with the provisions of U.S. law.

This authorization will remain in effect until I/we have provided Bank with a written and signed request to revoke authorization. For one-time transfers, the ACH will be processed on the date Bank receives this completed and signed form unless it is received after business hours; in which case it will be processed on the next business day.

You are not required to make your lease payments by electronic funds transfer.

PART 1: Lease Account	t with Us ("Transfer t	0'')	20-43-50-21-4		Control of the second
Lease Account Name			Lease Account Number		
PART 2: Other Financia	al Institution Informati	ion ("Transfer from"	')		
Account Name	i montation mornati	on ( manarer from	Account Number		
Account Name			Account Humber		
Account Type	Personal: Che	ecking Savings	Commercial: Checkin	ng Savings	
Financial Institution Name			ABA Routing Number (Please	verify number for A	ACH transfer with the financial institution.)
Financial Institution Address (Cit	ty & State)				
PART 3: Payment Inform	mation				
Choose Payment Option				ontône mous	
One Time ACH of					
Recurring ACH payments of	the Total Invoice Amount, inc	cluding registration charges	s, property tax and any other charg	e due Monthly on	the *Starting (mm/yyyy)
*Any date after the 20th of the m	nonth will incur a late fee.				
PART 4: Signature(s) of	Owner(s) of Accoun	t at Other Financial	Institution		Chief British Property
Each owner of the account to If more than two individuals			nal signature page.		
Signature of Authorized Signer #	<b>‡</b> 1		Print Name		
Email			Phone Number		Date (mm/dd/yyyy)
Signature of Authorized Signer #	42		Print Name		
Signature of Authorized Signer #	,2		Fint Natile		
Email	Email		Phone Number Date (mm/dd/yyyy)		Date (mm/dd/yyyy)
FOR BANK USE ONLY					
Date Received		Date ACH Set-up Comple	ted	Processed by	

Please mail or fax this completed form to

The Bancorp Bank, Attn: Lease Payment Center

P.O. Box 140733, Orlando, FL 32814-0733

Fax: 302.791.5637 (if possible, send us an email alerting of incoming fax)

Email: Dist-LeaseAccountsReceivable@thebancorp.com

Telephone for stop payments: 888-632-7748

to protect your account information, please do not return this form by email, which may be unsecure.

#### PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

This information below applies only to personal accounts and does not apply to business accounts.

### Your right to stop payment and the procedure for doing so.

If you have authorized the Bank to make regular ACH transfers from your account at another Financial Institution, you can stop any of the transfers by writing, calling, faxing or emailing us at the addresses/numbers provided above. If you choose to contact us by email, which may be unsecure, please include only the last five (5) digits of your lease account number in the message, so as to protect your account information.

To cancel a transfer, or to cancel this ACH Lease Payment Authorization, we must receive your request at least three (3) business days before the transfer is scheduled to be made.

Any telephone notification you make to stop payment, cancel a transfer or cancel this ACH Lease Payment Authorization must be confirmed in writing, signed and received by Bank within 14 days of your oral notification. Oral requests not confirmed in writing to Bank within 14 days are not binding upon Bank.

#### Notice of varying amounts.

If your regular lease payments vary in amount, we will inform you in your monthly lease invoice, at least 10 days before each transfer, how much it will be and when it will be made.

#### Liability for failure to stop payment of preauthorized transfer.

If you instruct us to stop a transfer at least three (3) business days before it is scheduled to be made and we do not do so, we will be liable for your losses or damages, unless:

- · You failed to give us enough information, proper instructions or sufficient time to act on the stop-payment; or
- We do not receive written confirmation of your telephone or email request to stop payment within 14 calendar days, and the
  preauthorized transfer occurs after the 14 calendar days.

In any case, we will only be liable for actual proven damages if the failure to make your transaction resulted from a bona fide error on our part, despite our procedures to avoid such errors. If we pay a preauthorized transfer over your valid and timely stop order, we may re-credit your account. If we do this, you will sign a statement describing the dispute with the payee. You agree to transfer to us all of your rights against the payee. In addition, you will assist us in any legal action taken against the payee.

### Our Liability for Failure to Complete an Electronic Fund Transfer

If we do not complete a transfer to or from your account on time or in the correct amount according to our lease agreement with you, we will be liable for your losses or damages. There are some exceptions noted below, however, and there may be other exceptions, as set forth in our lease agreement with you. We will not be liable, for instance:

- If, through no fault of our own, you do not have enough money in your account to make the transfer.
- If the transfer would exceed the credit limit of your overdraft line at the other Financial Institution. We have reason to believe the transaction requested is unauthorized.
- If, despite reasonable precautions taken by us, we are prevented from making the transfer due to circumstances beyond our control (such as fire or flood). In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from an honest error despite our procedures to avoid such errors.



## **SARATOGA COUNTY**

TO:		Ridge Micha	Bulger, County Administrator Harris, Deputy County Administrator Hartnett, County Attorney se Connolly, Clerk of the Board
CC:		Bridg Matt l Clare Audra	Kemper, Planning Director et Rider, Deputy Clerk of the Board Rose, Management Analyst Giammusso, County Attorney's Office a Hedden, County Administrator's Office anie Hodgson, Director of Finance
FROM	1:	Sheriff I	Michael Zurlo
DATE	:	January	v 24, 2022
RE:		Black C	reek Software renewal
COM	ит	TEE: PI	ublic Safety
		,	iono Garoty
1.			on Required: <b>YES</b> or <b>NO</b> se complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2.			Amendment needed: YES or VI NO et lines and impact must be provided)
3.			nendments to the Compensation Schedule: YES or NO de details)
4.	Spe	ecific detai	ils on what the resolution will authorize:
	con Sal	itract with E ly-Port Sara	Chairman of the Board, the Sheriff or the County Administrator to enter into a service Black Creek Integrated Systems Corp. for the licensing and support of the Black Creek atoga County Correctional Facility at a cost not to exceed \$45,842.00 for 2022. The form such agreement to be subject to the approval of the Sheriff and the County Attorney.
5.	Do	es this iter	m require hiring a Vendors/Contractors: <b>V</b> YES or <b>NO</b>
		a.	Were bids/proposals solicited: No
		b.	Is the vendor/contractor a sole source: YES
		C.	Commencement date of contract term: 01/01/2022
		d. e.	Termination of contract date: 12/31/2022 Contract renewal and term: Yes, 1-Year
		f.	Contact information: Black Creek Integrated Systems, Box 101747 Irondale, AL 35210
		g.	Is the vendor/contractor an LLS, PLLC or partnership: No
		h.	State of vendor/contractor organization: Alabama
		i.	Is this a renewal agreement: VYES or NO
		j.	Vendor/Contractor comment/remarks:



## **SARATOGA COUNTY**

6.	Is this an annual housekeeping resolution: VES or NO  (If yes, attach the last approved resolution)  a. What were the terms of the prior resolution 1-year at \$43,564.50  b. Are the terms changing: YES  c. What is the reason for the change in terms: Annual Increase
7.	Is a new position being created: <b>YES</b> or <b>NO</b> a. Effective date b. Salary and grade
8.	Is a new employee being hired:   a. Effective date of employment b. Salary and grade c: Appointed position: d. Term:
9.	Is a grant being accepted:   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):  This resolution will authorize the renewal of an annual service agreement with Black Creek Integrated Systems for the licensing and support of the Black Creek SallyPort computer system in the Sheriff's Correctional Facility.



## **Black Creek Integrated Systems**

P. O. Box 101747 Irondale, AL 35210 Phone: (205) 949-9900 Fax: (205) 949-9910

## Invoice

Number: SP05040.15

Date: 11/30/2021

Bill To: Saratoga Co Sheriff's Office Accounts Payable

6010 County Farm Road

Ballston Spa

NY 12020

PO Number		Terms	Customer No	Project Name		
	Net 30 Days SAR300  Date Description		SAR300	Saratoga SP Annual Su		pport
Date			on	Quantity	Unit Price	Amount
3	Support I	Plan for SallyPort for pe	eriod 01/01/22-12/31/	/22		
	SallyP	ort Software		1.00	10,159.00	10,159.00
	(9) Use	er Licenses		1.00	9,144.00	9,144.00
	Vine N	Y Interface		1.00	867.00	867.00
	Comne	etix 2-Way Interface		1.00	3,282.00	3,282.00
	Driver'	s License Scanner Inte	rface	1.00	867.00	867.00
	14	01 15 16 1		4.00	0.440.00	

Keefe Cloud Based Commissary Interface	1.00	3,110.00	3,110.00
GTL ICM P.I.N. Interface	1.00	972.00	972.00
WatchTour	1.00	1,602.00	1,602.00
(7) Mobile Client Access License	1.00	3,311.00	3,311.00
Touchscreen Integration	1.00	3,413.00	3,413.00
eMAR Module	1.00	4,725.00	4,725.00
ePrescribe Module	1.00	4,390.00	4,390.00

Subtotal:

45,842.00

Less Retainage:

0.00

**Total Amount Due:** 

45,842.00 USD

### COUNTY OF SARATOGA COUNTY MUNICIPAL CENTER BALLSTON SPA NY 12020

### VOUCHER

D	EE	T
	-	

Claimant's

Name

Black Creek Integrated Systems Corp

and Address PO Box 101747 Irondale, AL 35210

PURCHASE	
ORDER NO	

Vendor's Ref. No

VOUCHER

NO.
DO NOT WRITE IN THIS BOX

DATE VOUCHER RECEIVED		
FUND APPROPRIATION	AMOUNT	PO Number
005110		

DP

DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
		Inv #SP05040.15		\$ 45,842.00
1000			TOTAL	\$ 45,842.00

#### CLAIMANT'S CERTIFICATION

and correct, that the items, services and dispursements cha	larged were rendered to or for the municipality on the dates	s stated, that no part		
has been paid or satisfied, that taxes, from which the municipality is exempt, are not included, and that amount claimed in actually due.				
12/1/2021	Cornestell	VP		
	The state of the s	• • • • • • • • • • • • • • • • • • • •		

12/1/2021	Chustal	VP
Date	SIGNATURE	TITLE
DEPARTMENT APPROVAL	APPROVAL FOR PA	YMENT
The above services or materials were rendered or furnished to	This claim is approved and	
the municipality on the dates stated and the charges are correct.	ordered paid from the	

DATE

AUTHORIZED OFFICIAL SHERIFF

I, Connie Hill, certify that the above account in the amount of \$45,842.00 is true

appropriations indicated above.



# Black creek integrated systems corp. \*\*SALLYOPORT\*\* "QUALITY CARE" SUPPORT PLANS

#### SALLY OPORTO UNLIMITED SUPPORT PLAN

Black Creek's **Sally** o **Port** Unlimited Support Plan is an enhanced plan with no limits on the amount of telephone contact time with Black Creek technical support personnel. It was designed for agencies who depend on a quick response time when faced with questions concerning their software and its operation and who wish to budget a single annual amount for that support. This comprehensive plan includes the following features:

- Unlimited hours of telephone assistance from persons skilled in the use and support of Sally Port\*.
- One hour response time to inquiries Black Creek will make every attempt to contact you within one business day hour of receipt of an inquiry.
- Software updates Black Creek will provide updates to the software as they are issued during the life of the Plan.
- E-mail notification of software notices and updates.
- Remote software support A Black Creek Technical Support Representative will "log on" to your system from Black Creek's facility in Moody, Alabama to assist in problem resolution.
- Discount on additional software training, support and services Plan customers will be extended Level 1 Account pricing as reflected in the current version of Black Creek's Extended Services Rate Sheet during the life of the Plan.
- Membership in Sally o Port<sup>®</sup> Users' Group.

Plan pricing assumes services will be requested and provided during normal business hours between 7:30 A.M. – 5:30 P.M. Monday through Thursday and from 7:30 A.M. – 11:30 A.M. on Friday, Central Time. Plan terms are effective for the period January  $1^{\rm st}$  to December  $31^{\rm st}$ .

Black Creek's Sally • Port Unlimited Support Plan, in addition to providing user support, also protects the Owner's investment in the software by guarding against obsolescence, thereby maintaining its value.

DATE



## SARATOGA COUNTY BOARD OF SUPERVISORS

### **RESOLUTION XX - 2022**

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch, Wright

### AUTHORIZING AN AGREEMENT WITH BLACK CREEK INTEGRATED SYSTEMS CORP. TO EXTEND THE CURRENT CONTRACT FOR THE LICENSING AND SUPPORT OF THE BLACK CREEK SALLY-PORT JAIL MANAGEMENT SYSTEM AT THE SARATOGA COUNTY CORRECTIONAL FACILITY

WHEREAS, pursuant to Resolution 132-2016 the Sheriff's Department retained the services of Black Creek Integrated Systems Corp. to install Black Creek's SallyPort Jail Management System at the Saratoga County Correctional Facility, which software system maintains inmate records that include individual inmate photos, personal information, admission date, intake information, health services, inmate funds and release date; and

WHEREAS, Black Creek Integrated Systems Corp. ("Black Creek") has submitted a proposal to extend the current contract for one (1) year to the Sheriff's Department for the continued licensing and support maintenance of the Black Creek Sally-Port Jail Management System at the County Correctional Facility; and

WHEREAS, the Black Creek Sally-Port Jail Management System is primarily a sole source product in that it is the only touch screen security control system for jails with software that is both compatible with and will fully integrate with the existing SallyPort Jail Management System; and

WHEREAS, the Public Safety Committee and Sheriff Zurlo have recommended that the proposal to extend the current contract for one year with Black Creek Integrated Systems Corp. for the continued licensing and support of the Black Creek SallyPort Jail Management System, at the Saratoga County Correctional Facility at a cost not to exceed \$45,842.00; now therefore be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with Black Creek Integrated Control Systems Corp. of Irondale, Alabama, to extend for one (1) year the licensing and support of the Black Creek SallyPort Jail Management System at a total cost not to exceed \$45,842.00; and be it

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and, be it further

<u>BUDGET IMPACT STATEMENT</u>: None. Costs associated with this agreement are included in the Sheriff's Office 2022 Budget.



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

ТО:	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	I: Sheriff Michael H. Zurlo
DATE	: 01/24/2022
RE:	Halfmoon Town Contract
COMN	MITTEE: Public Safety
1.	Is a Resolution Required: <b>YES</b> or <b>NO</b> (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 (If yes, budget lines and impact must be provided)
	Revenue included in the 2022 Budget
3.	Are there Amendments to the Compensation Schedule: YES or (If yes, provide details)
4.	Specific details on what the resolution will authorize:
	Authorize the Chairman of the Board to enter into a contract on behalf of the Sheriff to provide specialized law enforcement services to the Town of Halfmoon. Form and content of the contract to be approved by the Sheriff and County Attorney.
5.	Does this item require hiring a Vendors/Contractors: YES or NO  a. Were bids/proposals solicited: b. Is the vendor/contractor a sole source: c. Commencement date of contract term: d. Termination of contract date: e. Contract renewal and term: f. Contact information: g. Is the vendor/contractor an LLS, PLLC or partnership:
	h. State of vendor/contractor organization:
	<ul><li>i. Is this a renewal agreement: <b>YES</b> or <b>NO</b></li><li>j. Vendor/Contractor comment/remarks:</li></ul>
	j. Vendor/Contractor comment/remarks:



## **SARATOGA COUNTY**

6.	Is this an annual housekeeping resolution: VES or NO  (If yes, attach the last approved resolution)  a. What were the terms of the prior resolution 12 month contract for \$226,336.56  b. Are the terms changing: YES  c. What is the reason for the change in terms: 2% annual increase based on PBA contract
7.	Is a new position being created:   YES or  NO  a. Effective date b. Salary and grade
8.	Is a new employee being hired: TYES 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:
0.	Remarks/Reasoning (Supporting documentation must be attached to this form):  This is an annual resolution to renew a contract for specialized law enforcement services provided to the Town of Halfmoon for one year. The rate for 2021 was \$226,336.56. The new rate for 2021 will be increased to \$230,863.29.



## SARATOGA COUNTY BOARD OF SUPERVISORS

### **RESOLUTION XX - 2022**

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch, Wright

## AUTHORIZING A 20<mark>22</mark> CONTRACT FOR POLICE SERVICES WITH THE TOWN OF HALFMOON

WHEREAS, Resolution 23-2021, as amended by Resolution 22-2021, last authorized a contract with the Town of Halfmoon for additional police services to be provided by the Sheriff's Department; and

WHEREAS, the Town wishes to extend its contract; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of Halfmoon for the indicated police services in 2022, at a cost of \$230,863.39, with the form and content of such contract being subject to the approval of the County Attorney and the Sheriff:

CONTRACT			# OF	PLACE OF	
<u>WITH</u>	TIME OF SERVICE	<u>ES</u>	<b>PATROLS</b>	<b>SERVICES</b>	<u>AMOUNT</u>
Halfmoon	Tues-Sun 8:00 a.m	4:00 p.m.	1	entire Town of	\$230,863.39
	Tues-Sat 4:00 p.m	12:00 a.m.	1	Halfmoon	

and; be it further

RESOLVED, that the Sheriff's Office shall provide such additional police services to the Town of Halfmoon for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town.



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

ТО:	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	I: Sheriff Michael H. Zurlo
DATE	: 01/24/2022
RE:	Clifton Park Town Contract
COMN	MITTEE: Public Safety
1.	Is a Resolution Required: <b>YES</b> or <b>NO</b> (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 (If yes, budget lines and impact must be provided)
	Revenue included in the 2022 Budget
3.	Are there Amendments to the Compensation Schedule: YES or (If yes, provide details)
4.	Specific details on what the resolution will authorize:
	Authorize the Chairman of the Board to enter into a contract on behalf of the Sheriff to provide specialized law enforcement services to the Town of Clifton Park. Form and content of the contract to be approved by the Sheriff and County Attorney.
5.	Does this item require hiring a Vendors/Contractors:  YES or NO  a. Were bids/proposals solicited: b. Is the vendor/contractor a sole source: c. Commencement date of contract term: d. Termination of contract date: e. Contract renewal and term: f. Contact information: g. Is the vendor/contractor an LLS, PLLC or partnership:
	h. State of vendor/contractor organization:
	i. Is this a renewal agreement: <b>YES</b> or <b>NO</b>
	j. Vendor/Contractor comment/remarks:



## **SARATOGA COUNTY**

6.	Is this an annual housekeeping resolution: VES or NO  (If yes, attach the last approved resolution)  a. What were the terms of the prior resolution 12 month contract for \$584,519.96  b. Are the terms changing: YES  c. What is the reason for the change in terms: 2% annual increase based on PBA contract
7.	Is a new position being created:   YES or  NO  a. Effective date b. Salary and grade
8.	Is a new employee being hired: TYES 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:
0.	Remarks/Reasoning (Supporting documentation must be attached to this form):  This is an annual resolution to renew a contract for specialized law enforcement services provided to the Town of Clifton Park for one year. The rate for 2021 was \$584,519.96. The new rate for 2021 will be increased to \$596,210.36.



## SARATOGA COUNTY BOARD OF SUPERVISORS

### **RESOLUTION XXX - 2022**

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch, Wright

## AUTHORIZING A 20<mark>22</mark> CONTRACT FOR POLICE SERVICES WITH THE TOWN OF CLIFTON PARK

WHEREAS, Resolution 266-2020 last authorized a contract with the Town of Clifton Park for additional police services to be provided by the Sheriff's Office; and

WHEREAS, the Town wishes to extend its contract; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of Clifton Park for the indicated police services in 2022, at a cost of \$596,210.36, with the form and content of such contract being subject to the approval of the County Attorney and the Sheriff:

CONTRACT WITH	TIME OF SERVICES	# OF PATROLS	PLACE OF SERVICES	AMOUNT
Clifton Park	Mon-Sun 8:00 a.m 4:00 p.m. 4:00 p.m 12:00 a.m.	2 2	entire Town of Clifton Park	\$596,210.36

and; be it further

RESOLVED, that the Sheriff's Office shall provide such additional police services to the Town of Clifton Park for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town.

BUDGET IMPACT STATEMENT: No budget impact.



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

то:	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	I: Sheriff Michael H. Zurlo
DATE	: January 26, 2022
RE:	Prevention Council Contract
COMI	MITTEE: 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 (If yes, budget lines and impact must be provided)
	Funding included in the 2022 Budget
3.	Are there Amendments to the Compensation Schedule: YES or (If yes, provide details)
4.	Specific details on what the resolution will authorize:
	Authorize the Chairman of the Board, the Sheriff or the County Administrator to enter into a contract with the Prevention Council of Saratoga County for a Certified Peer Recovery Advocate to be assigned to the Saratoga County Correctional Facility at a cost not to exceed \$38,000 for 2022. The form and content of such agreement to be subject to the approval of the Sheriff and the County Attorney.
5.	Does this item require hiring a Vendors/Contractors:   a. Were bids/proposals solicited:  b. Is the vendor/contractor a sole source:  c. Commencement date of contract term:  d. Termination of contract date:  e. Contract renewal and term:  f. Contact information:  g. Is the vendor/contractor an LLS, PLLC or partnership:  h. State of vendor/contractor organization:
	i. Is this a renewal agreement: YES or NO
	j. Vendor/Contractor comment/remarks:



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 12-month contract for \$35,000  b. Are the terms changing: 12-month contract for \$38,000  c. What is the reason for the change in terms: Annual increase
7.	Is a new position being created: TYES 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):  For the past several years the Prevention Council of Saratoga County has provided a Certified Peer Recovery Advocate to the Correctional Facility to work directly with the inmate population in recovery from addiction. The funding for this contract is included in the 2022 budget.



## SARATOGA COUNTY BOARD OF SUPERVISORS

#### **RESOLUTION XX - 2022**

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch, Wright

# AUTHORIZING THE CHAIRMAN TO EXECUTE AN AGREEMENT WITH THE PREVENTION COUNCIL OF SARATOGA COUNTY INC. FOR CERTIFIED RECOVERY PEER ADVOCATE SERVICES AT THE SARATOGA COUNTY CORRECTIONAL FACILITY

WHEREAS, for the past several years, the Saratoga County Correctional Facility has engaged the services of a Certified Recovery Peer Advocate ("CRPA") through The Prevention Council of Saratoga County Inc. ("Prevention Council"); and

WHEREAS, said services provided by the CRPA include working with the inmate population to promote inmate addiction recovery, offering support, advocacy and skill development opportunities, and assisting inmates in identifying and accessing post-incarceration addiction treatment services; and

WHEREAS, our Public Safety Committee and the Sheriff wish to enter into an agreement with the Prevention Council for the provision of a Certified Peer Recovery Advocate to be assigned full time to the Saratoga County Correctional Facility for the term January 1, 2022 through December 31, 2022 at a cost not to exceed \$38,000; now, therefore, be it

RESOLVED, that the Chairman of the Board, Sheriff or County Administrator are hereby authorized to enter into an agreement The Prevention Council of Saratoga County Inc. for the provision of a Certified Recovery Peer Advocate to be assigned full time to the Saratoga County Correctional Facility for the purpose of providing CRPA services to the inmate population, for the term January 1, 2022 through December 31, 2022, at a cost not to exceed \$38,000; and, be it further

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

<u>BUDGET IMPACT STATEMENT:</u> None. Funds for this agreement were included in the 2022 budget.



#### <u>AGENDA ITEM REQUEST FORM</u>

то:	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	i: Andrew Blumenberg
DATE	: 1/21/22
RE:	Accepting Distribution #12, \$211,602.00
COMN	ATTEE: 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 (If yes, budget lines and impact must be provided)
3.	Are there Amendments to the Compensation Schedule: YES or (If yes, provide details)
4.	Specific details on what the resolution will authorize:  We will receive funds to continue to pay the services of 18-b appellate representation at the statutory rate of \$75/hour, and any disbursements (binding, copying transcripts, etc.). Also, the funds will pay approximately 40% of our Social Worker/Case Manager postition. The other 60% is paid by ILS Hurrell-Harring Statewide contract. This grant is replacing Distribution #9.
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:  (If yes, attach the last approved resolution)  a. What were the terms of the prior resolution see attached resolution.  b. Are the terms changing: no  c. What is the reason for the change in terms:
7.	Is a new position being created:   IYES 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: VYES or NO  a. Source of grant funding: NYS Office of Indigent Legal Services b. Amount of grant: \$211,602.00 c. Purpose grant will be used for: to continue these services at no cost from the County d. Equipment and/or services being purchased with the grant: no e. Time period grant covers: This grant will cover January 1, 2022 - December 31, 2024
10.	Remarks/Reasoning (Supporting documentation must be attached to this form):  This Grant is funded 100% by the Office of Indigent Legal Services



## SARATOGA COUNTY BOARD OF SUPERVISORS

#### **RESOLUTION 50 - 2020**

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

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES TO ACCEPT A \$211,602 INDIGENT LEGAL SERVICES GRANT (DISTRIBUTION #9)

Jan 1, 2022

WHEREAS, grant funds are available for the grant period January 1, 2019 through December 31, 2021 from the New York State Office of Indigent Legal Services in the amount of \$211,602 to assist Saratoga County and the County Public Defender's Office in improving the quality of indigent legal services by the County pursuant to County Law Article 18-B; and

WHEREAS, the Saratoga County Public Defender proposes to use said grant funds to continue to pay for the services provided by the Rural Law Center for their handling of criminal appeals, and a portion of the salary of the full-time Social Worker in the Public Defender's of the salary of the full-time Social Worker in the Public Defender's of the salary of the full-time Social Worker in the Public Defender's of the salary of the full-time Social Worker in the Public Defender's of the salary of the full-time Social Worker in the Public Defender's of the salary of the full-time Social Worker in the Public Defender's of the salary of the full-time Social Worker in the Public Defender's of the salary of the full-time Social Worker in the Public Defender's of the salary of the salary of the salary of the full-time Social Worker in the Public Defender's of the salary of the sala

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

RESOLVED, that the Chair of the Board of Supervisors is authorized to execute all necessary documents with the New York State Office of Indigent Legal Services for the acceptance of a State Office of Indigent Legal Services Grant (Distribution #9) in the amount of \$211,602 for improving the quality of indigent legal services in Saratoga County for the period January 1, 2013 through December 31, 2021; with the form and content of such documents being subject to the approval of the County Attorney

BUDGET IMPACT STATEMENT: None. 100% State Aid.

### STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID: OLS01 1350200
NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	CONTRACT NUMBER: C120040  CONTRACT TYPE:  Multi-Year Agreement  Simplified Renewal Agreement  Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE:
Saratoga, County of	Renewal Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
	Distribution #12
CONTRACTOR IDENTIFICATION NUMBERS:	AGENCY IDENTIFIER:
NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571 DUNS Number (if applicable):	CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS:	CONTRACTOR STATUS:
Saratoga County Office of the Public Defender 40 McMaster Street Ballston Spa, NY 12020 CONTRACTOR PAYMENT ADDRESS:	For Profit  Municipality, Code: 410100000000  Tribal Nation Individual Not-for-Profit
Check if same as primary mailing address	Charities Registration Number:
CONTRACTOR MAILING ADDRESS:  ☐ Check if same as primary mailing address	Exemption Status/Code:

Contract Number: C120040

Page 1 of 2

Master Grant Contract, Face Page

## STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:			CONTRACT FUNDING AMOUNT			
From: January 1, 2022			(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter			
To: December 31, 2024				nt period amount):	a reserva. Onto	
	2000			<b>,</b>		
CUR	RRENT CONTRACT PER	ZIOD:	CUR	CURRENT: \$211,602.00		
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3						
4						
5					1	
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ATT	ACHMENTS PART OF	THIS AGREEMEN	Г:		•	
	Attachment A: X A-	1 Program-Specific	Terms	and Conditions		
	. <del></del>			and Requirement Manda	ted .	
	<i>1</i> 1-	by Federal Laws	Olano	and requirement manda	,	
	Attachment B: 🔀 B-	1 Expenditure Based	i Budg	et B-2 Performance	Based Budget	
🗀 -		3 Capital Budget		B-4-Net Deficit	•	
			ased B	udget (Amendment)		
		` ' -		Budget (Amendment)		
	□ B-	3(A) Capital Budget	(Ame	ndment)		
	□ B-	4(A) Net Deficit Bu	dget (A	Amendment)		
	Attachment C: Work Plan					
Attachment D: Payment and Reporting Schedule						
	24				! !	
	Other:				,	

Contract Number: C120040
Page 2 of 2

Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have below their signatures.	e executed or approved this Master Contract on the dates
CONTRACTOR:	STATE AGENCY:  NYS Office of Indigent Legal Services
By:	By:
Printed Name  Title:	Printed Name  Title: <u>Director – Office of Indigent Legal Services</u>
Date:	Date:
say that he/she resides at of the	me known, who being by me duly sworn, did depose and that he/she is the the the contractor described and that he/she signed his/her name thereto as authorized
ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
Printed Name  Title:	Printed Name  Title:
Date:	Date:

Contract Number: C120040
Page 1 of 1
Master Contract for Grants, Signature Page



TO:	R: M	eve Bulger, County Administrator idge Harris, Deputy County Administrator ichael Hartnett, County Attorney herese Connolly, Clerk of the Board		
CC:	B: M C A	son Kemper, Planning Director ridget Rider, Deputy Clerk of the Board fatt Rose, Management Analyst lare Giammusso, County Attorney's Office udra Hedden, County Administrator's Office rephanie Hodgson, Director of Finance		
FROM	I: Steve	en Bayle, Probation Director		
DATE	: 1/25/	2022		
RE:	Reso	olution request to accept Ignition Interlock grant		
COMN	MITTEE:	Public Safety		
1.		lution Required: <b>YES</b> or <b>NO</b> please complete #2-#10) (If NO, skip to #10 and provide reason for bringing the item)		
2.		s a Budget Amendment needed: YES or If yes, budget lines and impact must be provided)		
3.		Amendments to the Compensation Schedule: YES or VO		
4.	Specific o	letails on what the resolution will authorize:		
	the amour	the County's acceptance of a grant for the Ignition Interlock Device (IID) Monitoring program in of \$22,088.00 for the period October 1, 2021 – September 30, 2022. The funds will partially the County for the efforts of the Probation Department in monitoring each offender who is ered to install the ignition interlock device (IID).		
5.	Does this	item require hiring a Vendors/Contractors:  YES or Were bids/proposals solicited:     Is the vendor/contractor a sole source:     Commencement date of contract term:     Termination of contract date:     Contract renewal and term:     Contact information:     Is the vendor/contractor an LLS, PLLC or partnership:     State of vendor/contractor organization:     Is this a renewal agreement:  YES or NO     Vendor/Contractor comment/remarks:		



6.	Is this an annual housekeeping resolution: VES or NO  (If yes, attach the last approved resolution)  a. What were the terms of the prior resolution Authorized the County's acceptance of the Ignition Interlock Device grant in the amount of \$22,033, 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: TYES or NO  a. Effective date of employment b. Salary and grade c: Appointed position: d. Term:
9.	Is a grant being accepted: VYES or NO  a. Source of grant funding: NYS Division of Criminal Justice Services b. Amount of grant: \$22,088 c. Purpose grant will be used for: Partially reimburse the County for the efforts of the Probation Department in monitoring each offender who is Court ordered to install the Equipment and/or services being purchased with the grant: None  e. Time period grant covers:  10/01/2021 - 9/30/2022
10.	Remarks/Reasoning (Supporting documentation must be attached to this form):



KATHY HOCHUL Governor

#### ROSSANA ROSADO Acting Commissioner

JEFFREY P. BENDER
Deputy Commissioner

### **Grant Award Notice**

Grantee/Contractor:	Date:
Saratoga County	January 3, 2022
Program Name:	Award Amount:
Ignition Interlock Device Monitoring Program	\$22,088
Name and Title:	Term Dates:
Kusnierz Theodore	October 1, 2021 to September 30, 2022
Chairman, Board of Supervisors	
Email:	
tkusnierz@saratogacountyny.gov	

The Ignition Interlock Device Monitoring program is funded with National Highway Traffic Safety Administration funds that DCJS receives from the Governor's Traffic Safety Committee (GTSC). The 2021-22 Ignition Interlock Device Monitoring Program allocation to your county for the October 1, 2021- September 30, 2022 period is based upon the average number of court orders in your county during the 2019 and 2020 calendar years.

Ignition Interlock Device Monitoring Program payments to your county will be made quarterly following the submission of required quarterly program reports to DCJS. You will receive payment for 25% of the annual allocation to your county after DCJS has received each quarterly data report. The quarterly reports, *County Monitors' Report of Ignition Interlock Device Pre-Sentence/Sentencing Orders Received and Installation Status Report*, available at <a href="http://www.criminaljustice.ny.gov/opca/ignition.htm">http://www.criminaljustice.ny.gov/opca/ignition.htm</a>, should be sent to the DCJS Office of Probation and Correctional Alternatives (OPCA) at <a href="mailto:dcisopcaiidreports@dcis.ny.gov">dcisopcaiidreports@dcis.ny.gov</a>.

The quarterly schedule for submission of these reports is indicated below:

<u>Calendar Quarters</u>	Report Due Dates	
October 1 - December 31	January 31	
January 1 - March 31	April 30	
April 1 – June 30	July 31	
July 1 – September 30	October 31	

Funding for these payments is contingent upon receipt of the DCJS annual award funds from the Governor's Traffic Safety Committee (GTSC). If you have any programmatic questions, please contact Leonard Price, DCJS Community Corrections Representative at <a href="Leonard-Price@dcjs.ny.gov">Leonard-Price@dcjs.ny.gov</a> or (518) 485-9941. Please direct any questions regarding payment to the DCJS Finance Office at Holly.Stefaniak@dcjs.ny.gov.

cc: Robert M. Maccarone, Deputy Commissioner and Director Steven Bayle, Director of Probation

22,088



## SARATOGA COUNTY BOARD OF SUPERVISORS

2022 RESOLUTION 268 - 2028

Ballett, Himmand, Colonder, K.

Introduced by Supervisors Lant, Lawler, Example, Wright

AUTHORIZING THE CHAIR TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO ACCEPT STATE AID FOR REIMBURSEMENT OF EXPENSES RELATED TO THE IGNITION INTERLOCK DEVICE MONITORING PROGRAM

WHEREAS, additional funds are available from the New York State Division of Criminal Justice Services for reimbursement of expenses related to the monitoring of court ordered participants in the ignition interlock device program; and

WHEREAS, a State Aid grant in an amount not to exceed \$22,533 is available from the New York State Division of Criminal Justice Services for the purpose of assisting the Probation Department with the cost of supervising and monitoring probationers using the ignition interlock device during the period from October 1, 2500 through September 30, 2501; and

WHEREAS, the acceptance of this grant requires our approval; now therefore, be it

RESOLVED, that the Chair of the Board and/or the County Administrator execute all documents necessary to apply for and accept a New York State Division of Criminal Justice Services grant in an amount not to exceed \$22,033 to reimburse the Probation Department for expenses incurred in supervising and monitoring its probationers using ignition interlock devices during the period from October 1, 2020 through September 30, 2021.

7022

BUDGET IMPACT STATEMENT: No budget impact.



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

TO:	Steve Bulger, County Administrator Ridge Harris, Deputy County Administrator Michael Hartnett, County Attorney Therese Connolly, Clerk of the Board	
CC:	Jason Kemper, Planning Director Bridget Rider, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, County Attorney's Office Audra Hedden, County Administrator's Office Stephanie Hodgson, Director of Finance	
FROM	1: Penny Heritage, Animal Shelter Director	
DATE	: 1/27/22	
RE:	Adoption Fees & Refunds	
COM	MITTEE: 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 (If yes, budget lines and impact must be provided)	
3.	Are there Amendments to the Compensation Schedule: YES or INO (If yes, provide details)	
4.	Specific details on what the resolution will authorize:	
5.	Does this item require hiring a Vendors/Contractors:  VES 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: <b>YES</b> or <b>NO</b> i. Vendor/Contractor comment/remarks:	



6.	Is this an annual housekeeping resolution: YES or (If yes, attach the last approved resolution)  a. What were the terms of the prior resolution  b. Are the terms changing:  c. What is the reason for the change in terms:
7.	Is a new position being created:   a. Effective date b. Salary and grade
8.	Is a new employee being hired: TYES 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:
0.	Remarks/Reasoning (Supporting documentation must be attached to this form):  Proposing changes to Adoption Fees and Refunds- please see attached.

#### **Current Adoption Charges:**

Total: \$85 (adoption fee \$55, rabies vaccination \$15, testing \$15) An additional \$6 fee applies to dog adoptions for NYS license.

#### **Proposed Adoption Charges:**

- · No change to \$55 adoption fee
- · Charge \$15 vaccination fee and \$15 testing fee ONLY if administered by the Animal Shelter (Some animals have already been vaccinated, and testing is not necessary for all animals)
- · Add \$20 Microchipping fee- starting in 2022
- · \$6 NYS dog license fee still applies

#### **Current Refunds:**

For Returns within 60 days, the Shelter has historically refunded only the adoption fee (\$55) and not vaccination or testing fees.

#### Proposed Refunds:

We propose that Returns within 60 days receive a full refund of amounts paid for adoption, vaccination, testing, and microchipping fees— with the exception of NYS dog licensing fees.

(The animal is not tested a 2<sup>nd</sup> time before it's adopted out again, or microchipped a 2<sup>nd</sup> time, and it doesn't need another rabies vaccination for a year; the next adopter is paying the full rate again.)

#### Summary:

- · No change to \$55 adoption fee
- · Charge \$15 vaccination fee and \$15 testing fee ONLY if administered by the Animal Shelter
- · Add \$20 Microchipping fee
- · Returns to Shelter (within 60 days) receive full refund of amounts paid (adoption, vaccination, testing and microchipping fees); less NYS dog licensing fee.

Please see Resolution 71-08, attached

... [approval of Animal Shelter fees to be reviewed and acted upon by the Public Safety Committee]

#### RESOLUTION 71 - 08

Introduced by Supervisors Thompson, Grattidge, Jenkins, Lawler, Veitch, Wormuth and Yepsen

# AMENDING THE ANIMAL SHELTER FEE SCHEDULE TO INCREASE THE DIAGNOSTIC TESTING FEE FOR CATS

WHEREAS, Resolution 83-07, as last amended by Resolution 75-95, Resolution 96-03 and Resolution 139-02, established the current schedule of fees for the County Animal Shelter; and

WHEREAS, the Shelter's Director has requested an increase in the diagnostic testing fee for cats; and

WHEREAS, an amendment of the fee schedule is appropriate and requires Board approval; and

WHEREAS, it is appropriate the approval of future nominal increases in these fees be reviewed and acted upon by the Public Safety Committee of this Board without the need for full Board approved; now, therefore, be it

RESOLVED, that the County Animal Shelter fee for diagnostic tests for Feline Leukemia and FIV vaccines for cats be increased to \$13.00, and be it further

RESOLVED, that approval of future increases in these fees and all other fees charged by the Animal Shelter be reviewed and acted upon by the Public Safety Committee of the Board of Supervisors without the need for approval by the full Board.

<u>BUDGET IMPACT STATEMENT:</u> This increase is necessary to cover the rising vaccine costs.