



# Public Safety Committee

**Wednesday, June 8, 2022 3PM**

40 McMaster Street, Ballston Spa, NY

Chair: John Lant

Members:

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

- I. Welcome and Attendance
- II. Approval of the minutes of the May 4, 2022 meeting.
- III. Carl Zeilman, Emergency Services
  - a. Authorizing an agreement with Motorola Solutions to complete and upgrade to the County's 800 Mhz. Radio System
  - b. Authorizing an agreement with Tritech Software Systems for the Purchase of RMS and Crimeview Analytics for the County's CAD System
  - c. Authorizing an agreement with KOVA Corp for the purchase of a Public Safety Recorder.
- IV. Karen Heggen, District Attorney
  - a. Accepting an Aid to Prosecution Grant in the amount of \$57,820
- V. Michael Zurlo, Sheriff
  - a. Authorizing an agreement with Lexipol LLC to continue to provide specialized software and management services.
- VI. Other Business
- VII. Adjournment



# 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  
Stephanie Hodgson, Director of Budget

**CC:** Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, County Attorney's Office  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Office of Emergency Management

**DATE:** 5/2/2022

**COMMITTEE:** Public Safety

**RE:** Agreement with Motorola Solutions to upgrade the county 800 Mhz Emergency Radio System from V.7.17 to V.22. System upgrade will continue Motorola support and harden the systems infrastructure from cyber intrusion. Project also includes system core move from unprotected site to hardened area completed with redundant power and security.

1. Is a Resolution Required:

2. Proposed Resolution Title:  
Agreement with Motorola Solutions to Complete an Upgrade to the County's 800 Mhz Radio System

3. Specific Details on what the resolution will authorize:  
The County of Saratoga' Office of Emergency Management to enter into an agreement with Motorola Solutions in the amount of \$1,518,869.52 to upgrade the county's 800 MHz emergency radio communications system infrastructure to include hardware, software and implmentation services.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount
A.36.000-7051	Communications Equip	1,518,869.52

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.36.000-7051
- b. Budget year impacted 2022
- c. Details  
 Included in the OEM 2022 budget.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date N/a

Salary and grade N/a

b. Is a new employee being hired?  Y  N

Effective date of employment N/a

Salary and grade N/a

Appointed position: N/a

Term N/a

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors:  Y  N

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation Sole Source

c. Is the vendor/contractor a sole source:  Y  N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department?  Y  N  N/A

e. Commencement date of contract term: 7/1/2022

f. Termination of contract date: 6/30/2022

g. Contract renewal and term: One year

h. Contact information: James Waring, Motorola Solutions  
201-207-4480

i. Is the vendor/contractor an LLC, PLLC or partnership: inc.

j. State of vendor/contractor organization: New Jersey

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

All pricing is based on NYS-OGS Contracts PT68722

Purchasing Office Consulted

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO

a. Source of grant funding:

b. Agency granting funds:

N/a

c. Amount of grant:

N/a

d. Purpose grant will be used for:

N/a

e. Equipment and/or services being purchased with the grant:

N/a

f. Time period grant covers:

N/a

g. Amount of county matching funds:

N/a

h. Administrative fee to County:

N/a

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:

# SARATOGA COUNTY

SYSTEM UPGRADE AND CORE MOVE

3/31/2022

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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## ASTRO 25 System Upgrade Agreement Statement of Work

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March 28, 2022

Carl Zeilman  
Director of Emergency Management  
Saratoga County Sheriff's Office  
6012 County Farm Rd  
Ballston Spa, NY 12020

Subject: System Upgrade and Equipment Relocation

Dear Director Zeilman:

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Saratoga County with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will address your needs and provide exceptional value.

To best address the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for a system upgrade and service agreement for the Saratoga County radio system as well as the relocation of certain essential equipment.

This proposal consists of this cover letter and the Communications System and Services Agreement (CSSA), together with its Exhibits. All pricing is based on NYS-OGS Contracts PT68722. This proposal shall remain valid for a period of 90 days from the date of this cover letter. Saratoga County may accept the proposal by delivering to Motorola the signed CSSA.

Motorola Solutions would be pleased to address any concerns the County of Saratoga may have regarding the proposal. Any questions can be directed to your Motorola Team including Ralph Mariani, Senior Account Manager, at 518-538-0196.

We thank you for the opportunity to furnish Saratoga County with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,  
Motorola Solutions, Inc.



Roy Kirchner  
MSSI Vice President



SECTION 1

## SUMMARY DESCRIPTION

### MASTER SITE RELOCATION

Prior to the System Upgrade, Motorola Solutions will provide the Engineering and Field services to relocate the Master site to the new Public Safety Building.

NOTE: Customer is responsible to work with their Backhaul vendor to reconfigure the backhaul/mps routers. The prime site(s)/backup dispatch now has to be routed to the PSB location where the Master site will be located and from Primary dispatch to the new Master site location. Motorola demarcation will be the GGM router ports of the sites.

All Electrical work, space, HVAC, grounding per R56 guidelines for the new equipment will be a customer responsibility

### SYSTEM UPGRADE AGREEMENT

The ASTRO System Upgrade Agreement periodically provides upgrades to system software and cloud platforms, with associated implementation services and hardware changes, to keep the overall ASTRO 25 system in a supportable state for maintenance, repair, overall network health, and security.

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at Saratoga County's site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, Saratoga will have access to the technology, support, and planning expertise needed for an effective upgrade.



SECTION 2

# PRICING SUMMARY



One Time pre-upgrade installation – Master Site Move

QTY	MODEL/OPTION	SERVICES DESCRIPTION	EXTENDED AMT
	SVC03SVC0104D	INFRASTRUCTURE INSTALL– MASTER SITE MOVE	\$40,500.00
		Sub Total	\$40,500.00

## ASTRO SYSTEM UPGRADE AGREEMENT

One year term 7/1/2022-6/30/2023

QTY	MODEL/OPTION	SERVICES DESCRIPTION	Annual AMT
		***** Recurring Services *****	
	SSV01S01624A	ASTRO SYSTEM UPGRADE AGREEMENT CC	\$1,194,953.52
	SSV01S01626A	ASTRO SUA UO IMPLEMENTATION SERVICES CC	\$112,869.60
	SSV01S01628A	ASTRO SUA FIELD IMPLEMENTATION SVC CC	\$106,661.52
	SSV01S01630A	SUA RELEASE IMPACT TRAINING CC	\$6,378.96
	SSV01S01631A	SUA RELEASE IMPLEMENTATION TRAINING CC	\$19,267.20
	SVC04SVC0016C	SUS	\$38,238.72
		Sub Total	\$1,478,369.52

<p><b>Proposal Grand Total</b> <b>\$1,518,869.52</b></p>
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SECTION 3

# CONTRACTUAL DOCUMENTATION



## SERVICE AGREEMENT

500 W Monroe St  
Chicago, IL 60661  
(800) 247-2346

Contract Number: USC000504126  
Contract Modifier:

Date: 14-FEB-2022

Company Name:	Saratoga County
Attn.:	
Billing Address:	6010 County Farm Rd
City, State, Zip Code:	Ballston Spa, NY 12020
Customer Contact:	Carl Zeilman
Phone:	

P.O.#: N/A  
Customer #: 1000692162  
Bill to Tag#: 0008  
Contract Start Date: 01-JUL-2022  
Contract End Date: 30-JUN-2023  
Payment Cycle: MONTHLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SSV01S01624A	ASTRO SYSTEM UPGRADE AGREEMENT CC	\$99,579.46	\$1,194,953.52
	SSV01S01626A	ASTRO SUA UO IMPLEMENTATION SERVICES CC	\$9,405.80	\$112,869.60
	SSV01S01628A	ASTRO SUA FIELD IMPLEMENTATION SVC CC	\$8,888.46	\$106,661.52
	SSV01S01630A	SUA RELEASE IMPACT TRAINING CC	\$531.58	\$6,378.96
	SSV01S01631A	SUA RELEASE IMPLEMENTATION TRAINING CC	\$1,605.60	\$19,267.20
	SVC04SVC0016C	SUS	\$3,186.56	\$38,238.72
			Sub Total	\$123,197.46
			Taxes	\$0.00
			Grand Total	\$123,197.46
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

System Upgrade and Core Move

Use or disclosure of this proposal is subject to the restrictions on the cover page.

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Highlighted cybersecurity services added when applicable:

**SECURITY PATCHING**

Remote Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

**THREAT DETECTION**

Managed Detection & Response

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

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AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

---

CUSTOMER (PRINT NAME)

---

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

JAMES WARING

---

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Saratoga County  
Contract Number : USC000504126  
Contract Modifier :  
Contract Start Date : 01-JUL-2022  
Contract End Date : 30-JUN-2023



## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's



notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)



## **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

## **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or



otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding





the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.



### Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

**Motorola Solutions, Inc.**

**Customer:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SECTION 4

## SERVICE STATEMENTS OF WORK

# ASTRO 25 SYSTEM UPGRADE AGREEMENT STATEMENT OF WORK

## 4.1 OVERVIEW

Utilizing the ASTRO® 25 System Upgrade Agreement (“SUA”) service, the ASTRO25 system is able to take advantage of new functionality and security features while extending the operational life of the system. Motorola Solutions continues to make advancements in on-premise and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO 25 is available at all times.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and the customer (“Customer”).

The Customer is required to keep the system within a standard support period as described in Motorola Solutions’ [Software Support Policy \(“SwSP”\)](#).

## 4.2 DESCRIPTION OF SERVICE

The ASTRO System Upgrade Agreement periodically provides upgrades to system software and cloud platforms, with associated implementation services and hardware changes, to keep the overall ASTRO 25 system in a supportable state for maintenance, repair, overall network health, and security.

## 4.3 SCOPE

As system releases become available, Motorola Solutions agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in each eligible upgrade window over the term of this agreement. The term of the agreement is listed in Table 1-1: SUA Term. The eligible upgrade windows and their duration are illustrated in Table 1-2: Eligible Upgrade Window.

If needed to perform the software upgrades, Motorola Solutions will provide updated and/or replacement hardware for covered infrastructure components. System release upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola Solutions’ option, new system releases may introduce new features or enhancements that Motorola Solutions may offer for purchase.



These new features, available separately for purchase, are not part of the System Upgrade Agreement.

With the addition of the cloud services, Motorola Solutions agrees to provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO 25 system release upgrades and will occur outside the defined eligible upgrade windows in Table 1-2: Eligible Upgrade Window. Motorola Solutions may in its sole discretion automatically apply the cloud updates as they become available.

**Table 1-1: SUA Term**

<b>Duration</b>	1 Year(one time uprade)
-----------------	-------------------------

**Table 1-2: Eligible Upgrade Window**

The methodology for executing each system upgrade is described in Section 4.5: Upgrade Planning and Preparation through Section 4.8: Upgrade Completion.

ASTRO 25 SUA pricing is based on the system configuration outlined in Section 4.12: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA price adjustment.

The price quoted for ASTRO 25 SUA requires the Customer to choose a certified system upgrade path in Section 4.11: ASTRO 25 System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Section 4.11: ASTRO 25 System Release Upgrade Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola Solutions agrees to provide a price quotation for any additional materials and services necessary.

## 4.4 INCLUSIONS

The ASTRO 25 SUA only covers the products that are outlined in this section and does not cover all products. Refer to Section 4.9: Limitations and Exclusions for examples of exclusions and limitations.

The ASTRO 25 SUA covers ASTRO 25 certified software releases for the following products provided they were present at the time of contract execution and provided as part of the ASTRO 25 certified solution:

- Servers.
- Workstations.
- Laptops.
- Firewalls.
- Routers.
- LAN switches.
- MCC 7100 Dispatch Consoles.

- MCC 7500 Dispatch Consoles.
- MCC 7500E Dispatch Consoles.
- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- DSC 8000 Site Controllers.
- GCM 8000 Comparators.
- Motorola Solutions logging interface equipment.
- PBX switches for telephone interconnect.
- NICE and Verint IP logging solutions (if software, hardware and lifecycle purchased through Motorola Solutions).

The following hardware components, if originally provided by Motorola Solutions as part of the certified ASTRO 25 release, are eligible for full product replacement when necessary to support the system release upgrade:

- Servers.
- Workstations.
- Laptops.
- Firewalls.
- Routers.
- LAN switches.
- PBX switches for telephone interconnect.
- CirrusNode (Edge Compute Device).
- Cirrus Cloud Firewall.
- Hub Site Router.
- Hub Site Switch.
- Command Central Hub
- ActiveEye Remote Security Server
- MPLS Backhaul Router (optional)

The following hardware components, if originally provided by Motorola Solutions, are eligible for board-level replacement when necessary to support the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- GCM 8000 Comparators.
- MCC 7500 Dispatch Console Voice Processing Module.

The ASTRO 25 SUA applies only to system release upgrades within the ASTRO 25 7.x platform.

The ASTRO 25 SUA entitles the Customer to eligible past software versions for the purpose of downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.



ASTRO 25 SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period.

## 4.5 UPGRADE PLANNING AND PREPARATION

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

### 4.5.1 Motorola Solutions Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the system upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified system upgrade. Prepare an overall project schedule identifying key tasks and personnel resources required from Motorola Solutions and Customer for each task and phase of the upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified system upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola Solutions will provide this training only once per system.

### 4.5.2 Customer Responsibilities

- Contact Motorola Solutions to schedule and engage the appropriate Motorola Solutions resources for a system release upgrade and provide necessary information requested by Motorola Solutions to execute the upgrade. Review upgrade schedule and reach mutual agreement of the same.



- Identify hardware not purchased through Motorola Solutions that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 4.5.1: Motorola Solutions Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- If applicable, provide network connectivity at the zone core site(s) for Motorola Solutions to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola Solutions will provide the network connection specifications, as listed in Section 4.5.1: Motorola Solutions Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the system release upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable. Upon reasonable request by Motorola Solutions, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Section 4.12: System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- If not provided by Motorola Solutions, maintain an internet connection between the on premise radio solution and the cloud platform.
- Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

## 4.6 SYSTEM READINESS CHECKPOINT

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

### 4.6.1 Motorola Solutions Responsibilities

- Perform appropriate system backups
- Work with the Customer to validate that all system maintenance is current
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system
  - Motorola Solutions reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.



## 4.6.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola Solutions to complete in time for the System Readiness Checkpoint.

## 4.7 SYSTEM UPGRADE

### 4.7.1 Motorola Solutions Responsibilities

- Perform system infrastructure upgrade for the system elements outlined in this SOW.

### 4.7.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software upgrade services.

## 4.8 UPGRADE COMPLETION

### 4.8.1 Motorola Solutions Responsibilities

- Validate all certified system upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

### 4.8.2 Customer Responsibilities

- Cooperate with Motorola Solutions in efforts to complete any post upgrade punch list items as needed.

## 4.9 LIMITATIONS AND EXCLUSIONS

The parties acknowledge and agree that the ASTRO 25 SUA does not cover the following products:

- MCC5500 Dispatch Consoles.
- MIP5000 Dispatch Consoles.
- E911 systems.
- Custom software, Computer-aided Dispatch ("CAD"), Records Management Software.
- Data radio devices.
- Laptops, mobile computing devices not purchased through Motorola Solutions.
- Two-way radio subscriber products.





- NICE and Verint products not purchased through Motorola Solutions
- 3rd party logging recorders not certified by Motorola Solutions, ie Eventide
- Genesis products not purchased through Motorola Solutions
- Point-to-point and backhaul products, such as MPLS equipment, microwave terminals, and associated multiplex equipment.
- Items that are consumed in the normal operation of the hardware, such as accessories, microphones, speakers, keyboards, monitors, and printers.

The Customer and Motorola Solutions agree that systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration Testing are specifically excluded from the ASTRO 25 SUA unless otherwise agreed in writing by Motorola Solutions and included in this SOW.

Customer acknowledges that if the system has a Special Product Feature, that it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

Support for Customer provided connectivity to the cloud platform is not covered under this agreement.

ASTRO 25 SUA does not cover any hardware or software purchased directly from a third party by the Customer, unless specifically included in this SOW.

The SUA excludes repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola Solutions has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or worldwide web, or for hardware malfunction caused by the transmission medium.

New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA coverage.

ASTRO 25 SUA does not include repair or replacement of hardware or software that is due to defects that are not corrected by the system release, nor does it include repair or replacement of hardware defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software; or excessive wear and tear; or accidental damage, power surges, neglect, or other force majeure events.

Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola Solutions.

Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary to



provide system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

ASTRO 25 SUA does not cover or include deliverables included with the Security Update Service. The SUA does not include software support for virus attacks, applications that are not part of the ASTRO 25 system, unauthorized modifications or other misuse of the covered software.

ASTRO 25 SUA does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 4.5.1: Motorola Solutions Responsibilities.

At the time of upgrade, Motorola Solutions will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the Customer is eligible for ongoing security patching. The upgrade may include 3rd party software such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola Solutions software service packs that may be available. Motorola Solutions will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

## 4.10 SPECIAL PROVISIONS

The migration of capabilities from ASTRO 25 on-premise infrastructure to the cloud is not considered to be a platform migration and is therefore included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola Solutions roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to customer-provided software and hardware. Motorola Solutions makes no warrants or commitments about adapting our standard system releases to accommodate customer implemented equipment. If during the course of an upgrade, it is determined that customer provided software and/or hardware does not function properly, Motorola Solutions will notify the customer of the limitations. The customer owns any costs and liabilities associated with making the customer provided software and/or hardware work with the standard Motorola Solutions system release. This includes, but is not limited to, Motorola Solutions costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the customer.

Any Motorola Solutions software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Solutions Software License Agreement. Any non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola Solutions makes no representations or warranties of any kind regarding non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.



ASTRO 25 SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola Solutions no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA program. In either case, Motorola Solutions will refund to Customer any prepaid fees for ASTRO 25 SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola Solutions reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

The ASTRO 25 SUA annualized price is based on the fulfillment of the system release upgrade in each eligible upgrade window. If the Customer terminates, except if Motorola Solutions is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible upgrade window if a system release upgrade has been taken prior to the point of termination.

## 4.11 ASTRO 25 SYSTEM RELEASE UPGRADE PATHS

The upgrade paths for standard ASTRO 25 system releases are listed in Table 1-3: Certified Standard ASTRO 25 System Release Upgrade Paths.

**Table 1-3: Certified Standard ASTRO 25 System Release Upgrade Paths**

ASTRO 25 System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to Current Shipping Release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1

The upgrade paths for high security ASTRO 25 system releases for federal deployments are described in Table 1-4: Certified High Security ASTRO 25 System Release Upgrade Paths.

**Table 1-4: Certified High Security ASTRO 25 System Release Upgrade Paths**

ASTRO 25 High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS



The release taxonomy for the ASTRO 25 7.x platform is expressed in the form “ASTRO 25 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO 25 System release with support for Public key infrastructure (“PKI”) Common Access Card/Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein is provided for information purposes only and is intended only to outline Motorola Solutions’ presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola Solutions reserves the right to make changes to the content and timing of any product, product feature, or software release.

## 4.12 SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA price adjustment.

**Table 1-5: System Configuration**

<b>System Configuration</b>	
<b>Master Site Configuration</b>	
Cloud based Master Site	0
Cloud based DSR Site	0
On-Premise Master Site	1
On-Premise DSR Site	0
<b>System Level Features</b>	
Standalone servers (Critical Connect / Smart Connect / Edge Server)	0
MOSCAD NFM RTU (typically 1 per site location)	11
MOSCAD NFM / SDM Clients	1
Network Management Clients	3
Unified Network Services (UNS) or KMF	1
Telephone Interconnect	0
<b>Security Configuration</b>	
Distinct CEN Network Segments	0
Monitored CEN Endpoints	0
AERSS Sensors	0
Firewalls	2
Intrusion Detection Sensor (IDS)	0

<b>System Configuration</b>	
Centralized Event Logging (SysLog)	1
Zone Core Protection (ZCP)	0
Radio Authentication	0
<b>RF Site Configuration</b>	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	2
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	11
GTR 8000 Base Stations	108
<b>Dispatch Site Configuration</b>	
Dispatch Site Locations	3
MCC7500 Dispatch Consoles	26
MCC7100 Dispatch Consoles	0
AIS	3
CCGWs	3
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	0
AXS Console PDH (Command Central Hub)	0
AXS Servers	0
<b>Third Party Elements</b>	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through MSI	0
Verint Logging recorders (IP, Telephony, or Analog) Purchased through MSI	0
MACH Alert FSA Purchased through MSI	0
Genesis Applications Purchased through MSI	0





**SARATOGA COUNTY BOARD OF SUPERVISORS**

**RESOLUTION 122 - 2020**

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

**AUTHORIZING THE CHAIRMAN TO EXECUTE A ~~THREE-YEAR~~ <sup>Upgrade</sup> MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR MAINTENANCE OF THE COUNTY'S PUBLIC SAFETY RADIO INFRASTRUCTURE**

WHEREAS, pursuant to Resolution 107-13, this Board authorized a ~~five year~~ <sup>Upgrade</sup> system maintenance agreement with Motorola Corporation for the maintenance of Saratoga County's Emergency Radio infrastructure to include network components, base stations, data hardware and dispatch consoles for Saratoga County's 800 MHz radio system at a cost of ~~\$[redacted] per year~~, subject to an annual increase of ~~[redacted] per year~~ commencing ~~June 1, 2018~~ <sup>July 2022</sup>; and

*\$1,518,869.52*

WHEREAS, pursuant to Resolution 226-2018, this Board authorized a renewal of said maintenance service agreement with Motorola Solutions, Inc. for the provision of maintenance services for the County's 800 MHz Public Safety Radio infrastructure, for a term of one year commencing on ~~June 1, 2018~~ <sup>July 1, 22</sup> and continuing through ~~May 31, 2019~~ <sup>June 30, 22</sup>; at a cost net to exceed ~~[redacted]~~ and ~~[redacted]~~;

*\$ 1,518,869.52*

WHEREAS, in 2018, the County's Office of Emergency Services installed various upgrades to the County's 800 MHz Radio System, including its system Core, and the one year warranty on the system Core and project improvements ~~expired in 2019~~ <sup>expire in 2023</sup>; and

WHEREAS, pursuant to Resolution 147-2019, this Board authorized a renewal of said maintenance services agreement with Motorola Solutions, Inc. for the provision of maintenance services for the County's 800 MHz Public Safety Radio infrastructure not covered by warranty, including said upgrades and system Core installed in ~~2018~~ <sup>2023</sup> for a term of one year commencing on July 1, ~~2022~~ <sup>2023</sup> and continuing through June 30, ~~2023~~ <sup>2023</sup> at a cost of ~~[redacted]~~; and

WHEREAS, Motorola Solutions, Inc. has submitted a quote <sup>to upgrade the</sup> for the renewal of its ~~maintenance service agreement for the continued maintenance of the County's 800 MHz radio system, covering non-warranty covered radio system infrastructure, at a discounted rate of [redacted] for a term of three years commencing on July 1, 2022 and continuing through June 30, 2023 at a total cost of [redacted], and~~

*1,518,869.52*

WHEREAS, our Public Safety Committee and the Commissioner of the Office of Emergency Services have recommended that the County's maintenance agreement with Motorola Solutions, Inc. be renewed for an additional term of three years commencing on July 1, 2022 and continuing through June 30, 2023 at a cost of ~~[redacted]~~; now, therefore, be it

22

*1,518,869.52*



# 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  
Stephanie Hodgson, Director of Budget

**CC:** Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, County Attorney's Office  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Office of Emergency Management



**DATE:** May 19, 2022

**COMMITTEE:** Public Safety



**RE:** The procurement of Records Management and Crimeview Analytics Software for the County's Computer Aided Dispatch System

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Agreement With Trittech Software Systems For the Purchase Of RMS and Crimeview Analytics For the County's CAD System

3. Specific Details on what the resolution will authorize:

The County of Saratoga's Office of Emergency Management to enter into an agreement with TriTech Software System, a CentralSquare company in the amount of \$172,210.70 to upgrade the County's Computer Aided Dispatch system with the supported version of Go Live of Enterprise Records Management System (RMS), Go Live of CrimeView Analytics, all software licenses, services, subscriptions, and support related to the Inform RMS and CrimeView Dashboard.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount
A.36.000-7051	Communications Equip.	\$172,210.70

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.36.000-7051
- b. Budget year impacted 2022
- c. Details  
 Included in OEM 2022 Budget



6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors:  Y  N

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation Sole Source

c. Is the vendor/contractor a sole source:  Y  N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department?  Y  N  N/A

e. Commencement date of contract term: See remarks

f. Termination of contract date: See remarks

g. Contract renewal and term: See remarks

h. Contact information: Mark Baranowski  
1000 Business Center Dr.  
Lake Mary, FL 32746  
978-215-2270

i. Is the vendor/contractor an LLC, PLLC or partnership: n/a

j. State of vendor/contractor organization: FL

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

8. Is a grant being accepted:  YES or  NO

County Administrator's Office  
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:

Purchase of system software, hardware and seat licenses, the future maintenance agreement will include contract and renewal terms.



**SALES ORDER  
PURSUANT TO EXISTING AGREEMENT**

This Sales Order is intended as a binding Agreement between the County of Saratoga, New York (“Client”) and TriTech Software Systems, a CentralSquare company (“TriTech”) and shall be effective as of the date of the last signature herein. This Sales Order revokes, and replaces upon Go Live of Enterprise RMS, and 60 days after Go Live of CrimeView Analytics, all software licenses, services, subscriptions, and support related to the Inform RMS and CrimeView Dashboard, respectively.

**Quote Number:** Q-55452 is attached to this Sales Order as Exhibit “A”. The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

**Payment Terms.**

**Software & Services**

30% due upon execution of this Sales Order

30% due at software and hardware installation

30% due at completion of 1<sup>st</sup> pre-Go Live End User Training session

10% due at Go Live

**Software Subscriptions**

100% due upon Go Live – The CrimeView Dashboard subscription shall continue to be due until 60 days after Go Live of CrimeView Analytics. Client will receive a credit for any unused portion of the CrimeView Dashboard subscription.

**Support**

Inform RMS maintenance shall be due until Enterprise RMS Go Live. Upon Go Live, maintenance is due for Enterprise RMS. Client will receive a credit for any unused portion of the Inform RMS maintenance.

Payment due in full 30 days from date of invoice. Annual maintenance, support, and subscriptions are subject to a 5% annual increase. Discount expires June 30, 2022.

**Master Agreement.** This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: System Purchase Agreement February 12, 2016 (the “Master Agreement”). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

**Purchase Order.** Customer may provide TriTech with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer’s accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties’ relationship and this Sales Order. Any such purchase order provided to TriTech shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay TriTech in a timely fashion.

**Acceptance of Order Terms.** By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Signature Page to Follow

<b>TriTech Software Systems</b>	<b>County of Saratoga, NY</b>
1000 Business Center Dr. Lake Mary, FL 32746	6012 County Farm Road Ballston Spa, NY 12020
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

**Exhibit A**  
(Attached)

**Quote #:** Q-55452**Primary Quoted Solution:** PSJ Enterprise**Quote expires on:** June 30, 2021**Quote prepared for:**

Carl Zeilman

Saratoga County Sheriff's Department

6012 County Farm Road

Ballston Spa, NY 12020

(518) 885-2232

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

### CRIMEVIEW

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CrimeView Analytics: Informative (3 years data) CST System Subscription	1	5,700.00		5,700.00
2.	CrimeView Analytics: Standard (3 years data) CST System Subscription	1	4,700.00		4,700.00

**CrimeView Software Subtotal** USD  
**CrimeView Software Discount** - USD  
**CrimeView Software Total** USD

### INTERFACE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
3.	Standard Livescan Publisher License Fee	1	9,500.36	- 2,660.19	6,840.17
4.	Standard OffenderWatch Master Name Alert Importer License Fee	1	25,500.97	- 7,140.51	18,360.46
5.	Standard TRACS Citation and Crash Importer - NY License Fee	1	50,001.90	- 14,001.00	36,000.90

**Interface Software Subtotal** USD  
**Interface Software Discount** - USD  
**Interface Software Total** USD

### RMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
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6.	CentralSquare Message Switch License Fee	1	22,000.84	- 17,160.00	4,840.84
7.	Enterprise RMS Accident License Fee	1	13,068.50	- 3,659.30	9,409.20
8.	Enterprise RMS Disaster Recovery System License Fee	1	8,984.08	- 7,364.00	1,620.08
9.	Enterprise RMS Evidence and Barcoding License Fee	1	13,070.50	- 3,659.86	9,410.64
10.	Enterprise RMS GIS - Disaster Recovery License Fee	1	5,599.80	- 4,590.00	1,009.80
11.	Enterprise RMS GIS - Test or Training System License Fee	1	5,599.80	- 4,590.00	1,009.80
12.	Enterprise RMS GIS (With CAD) License Fee	1	0.00		0.00
13.	Enterprise RMS Reporting Server License License Fee	1	2,500.10	- 700.05	1,800.05
14.	Enterprise RMS Test or Training System License Fee	1	8,984.08	- 7,364.00	1,620.08
<b>RMS Software Subtotal</b>					USD
<b>RMS Software Discount</b>					- USD
<b>RMS Software Total</b>					USD

## SOFTWARE SUMMARY

<b>Software Subtotal</b>	175,210.93 USD
<b>Software Discount</b>	- 72,888.91 USD
<b>Software Total</b>	<b>102,322.02 USD</b>

## WHAT SERVICES ARE INCLUDED?

### SERVICES

DESCRIPTION	TOTAL
1. Public Safety Consulting Services - Fixed Fee	9,360.00
2. Public Safety GIS/Analytics Services - Fixed Fee	19,500.00
3. Public Safety Project Management Services - Fixed Fee	15,210.00
4. Public Safety Technical Services - Fixed Fee	23,985.00
<b>Services Services Subtotal</b>	USD
<b>Services Services Discount</b>	- USD
<b>Services Services Total</b>	USD

## SERVICES SUMMARY

**Services Total****68,055.00 USD**

## WHAT HARDWARE IS INCLUDED?

### HARDWARE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	Enterprise RMS Web Evidence and Barcode Desktop Printer Hardware	1	621.99		621.99
2.	Enterprise RMS Web Evidence and Barcoding Labels for Zebra printer using Thermal Transfer Labels 4" x 2" Hardware	1	111.29		111.29
3.	Enterprise RMS Web Evidence and Barcoding Scanner Hardware	1	949.00		949.00
4.	Enterprise RMS Zebra Wax Ribbon cartridge for Zebra Printer Hardware	1	101.40		101.40
5.	Shipping & Handling	1	50.00		50.00
			<b>Hardware Hardware Subtotal</b>		USD
			<b>Hardware Hardware Discount</b>		- USD
			<b>Hardware Hardware Total</b>		USD

## HARDWARE SUMMARY

**Hardware Total****1,833.68 USD**



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**QUOTE SUMMARY**

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<b>Software Subtotal</b>	175,210.93 USD
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<b>Services Subtotal</b>	68,055.00 USD
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<b>Hardware Subtotal</b>	1,833.68 USD
--------------------------	--------------

<b>Quote Subtotal</b>	245,099.61 USD
-----------------------	----------------

<b>Discount</b>	- 72,888.91 USD
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<b>Quote Total</b>	<b>172,210.70 USD</b>
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**WHAT ARE THE RECURRING FEES?**

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<b>TYPE</b>	<b>AMOUNT</b>
FIRST YEAR MAINTENANCE TOTAL	35,105.29
FIRST YEAR SUBSCRIPTION TOTAL	10,400.00

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The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

## **BILLING INFORMATION**

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Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## **PURCHASE ORDER INFORMATION**

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Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_



CentralSquare Technologies, LLC  
1000 Business Center Drive  
Lake Mary, FL 32746

May 17, 2022

Saratoga County Sheriff's Office  
Director Carl Zeilman  
6012 County Farm Road  
Ballston Spa, NY 12020

To Carl Zeilman:

This letter is in response to the Saratoga Sheriff Office's request for a sole source letter from our company. This letter is to confirm that CentralSquare Records Management System is a sole source product, manufactured, sold, serviced, and distributed exclusively by CentralSquare Technologies, LLC (CentralSquare). This product must be purchased directly by institutions from CentralSquare at the address listed above. There are no agents or dealers authorized to resell this product. CentralSquare Records Management System is sold only as a direct transaction between CentralSquare and end Clients.

Sincerely,

DocuSigned by:  
*Ron A Anderson*

6769F1AD774045B...  
Ron Anderson

Vice President of Sales  
CentralSquare Technologies



4/19/22

# SARATOGA COUNTY BOARD OF SUPERVISORS

## RESOLUTION 141 - 2022

Introduced by Public Safety: Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

*Records Management + Crimeview Analytics Software*  
**AUTHORIZING AN AGREEMENT WITH TRITECH SOFTWARE SYSTEMS FOR THE PURCHASE OF ~~HARDWARE AND SOFTWARE~~ RELATED TO THE COUNTY'S COMPUTER AIDED DISPATCH/MOBILE E-911 SYSTEM**

**WHEREAS**, pursuant to Resolutions 216-2015 the County entered into a System Purchase Agreement dated February 12, 2016 with TriTech Software Systems for the purchase of an integrated Computer System consisting of a Computer-Aided Dispatch System ("CAD"), Mobile Data System, Law Enforcement Records Management System, Field-Based Reporting System, and Next Generation 9-1-1 Solution; and

**WHEREAS**, our Sheriff's Office, through the Office of Emergency Management, has received a proposal to update the hardware and software for the County's CAD/Mobile E-911 System from TriTech Software Systems ("TriTech") to refresh its 9-1-1 Telephone, Computer Aided Dispatch and Records Management Network using existing infrastructure and replacing, upgrading, and purchasing new infrastructure to ensure interoperability between emergency services partners and to mitigate against cyber intrusions; and

**WHEREAS**, our Public Safety Committee, the Sheriff and the Director of Emergency Management have recommended that the County enter into an agreement with TriTech for the purchase of updated ~~hardware and software~~ for the existing CAD/Mobile E-911 System at the cost of ~~\$1,284,583.83~~; now, therefore, be it *RMS + Crimeview Analytics Software*  
*\$172,210.70*

**RESOLVED**, that the Chair of the Board is authorized to execute an agreement with TriTech Software Systems (a CentralSquare Technologies, LLC Company) of Lake Mary, Florida, for the purchase of updated ~~9-1-1 Telephone, Computer Aid Dispatch and Records Management Network infrastructure~~ at the cost of ~~\$1,284,583.83~~; and, be it further  
*172,210.70*

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

**RESOLVED**, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds for this agreement are included in the 2022 budget.



# 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  
Stephanie Hodgson, Director of Budget

**CC:** Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, County Attorney's Office  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Office of Emergency Management

**DATE:** 05/20/2022

**COMMITTEE:** Public Safety

**RE:** Procurement of a Verint Media Recorder for the Saratoga County  
9-1-1- Dispatch Center

1. Is a Resolution Required:

2. Proposed Resolution Title:  
Agreement With Kova Corp for the Purchase of a Public Safety Recorder

3. Specific Details on what the resolution will authorize:  
The County Office of Emergency Management to enter into an agreement with KOVACORP in the amount of \$54,795.40 to upgrade its current Verint Recorder to v.15 to be compatible with the County's Motorola Radio System.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount
A.36.000-7051	Communications Equip	\$54,795.40

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.36.000-7051
- b. Budget year impacted 2022
- c. Details  
 Included in the OEM 2022 Budget.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date N/a

Salary and grade N/a

b. Is a new employee being hired?  Y  N

Effective date of employment N/a

Salary and grade N/a

Appointed position: N/a

Term N/a

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors:  Y  N

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation Sole Source

c. Is the vendor/contractor a sole source:  Y  N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department?  Y  N  N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information: Melisa McCormack  
KOVA Corp.  
102 East Bay Ave, Suite J  
Manahawkin, NJ  
605-597-1498

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization: NJ

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted



8. Is a grant being accepted:  YES or  NO

County Administrator's Office  
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Program information summary

Copy of proposal or estimate

Copy of grant award notification and information

Other \_\_\_\_\_

10. Remarks:

There is no previous Resolution for the procurement of KOVACORP's Verint Recorder as it was secured through the use of State Homeland Security funding off State OGS Contract.

May 11, 2022

Carl Zeilman, M.P.A.  
Commissioner of Emergency Services  
Saratoga County Office of Emergency Services  
6012 County Farm Road  
Ballston Spa, NY 12020

RE: v.15, Verint Media Recorder for Public Safety Recorder Pricing off GSA Contract-  
Proposal ID#22-0511A\_6012 Location

Dear Carl,

Please review the enclosed quote to install the Verint Media Recorder for Public Safety recording system at the 6012 location, phase 2. Priced off GSA Contract, this solution will upgrade dongles 19019, 19020, 19021 to v15 w/Consolidated at the 6012 location. Included in the upgrade are:

- 10 CAMA Trunks
- 10 Emergency POTS lines
- 27 SIP softphones via SPAN (16 at 6012 and 11 at 6010)
- 85 Moto P25 Talk Groups (no Moto version upgrade)
- Optionally priced is a Network Attached Storage server.

Please note that NO METADATA will be captured on VOIP or ANALOG devices with this solution, except for ANI/ALI from the CADSPILL serial feed.

This quote includes delivery, installation and first year, 24x7 warranty.

The best solutions, however, are only as good as the availability, reliability and maintainability of the solution and KOVA is the "best in the business" in this regard. Among the benefits KOVA provides are:

- Support Desk is Staffed 24x7 By Live Operators: KOVA, Corp. uniquely understands the need for a true 24x7 support center. KOVA maintains a 24 hour toll free support number and guarantees a response within four hours. The toll free number answers simple how to requests as well as reporting of system issues. Most (over 90%) of calls for service are answered and responded to within the first 15 minutes or less. Additionally, most (over 95%) are handled through remote access. When you call KOVA, Corp. outside normal business hours you will be connected to a live representative who will record your complaint and initiate the process to begin resolving your issues. Unlike many competitors who forward their technical support hotline to a single technician's cell phone after hours, KOVA, Corp. has a dedicated answering service staffed by live operators who are provided with contact numbers for all KOVA Corp's on-call technicians for that shift.

In the event that the operator cannot reach the first available technician, they continue escalating the ticket until they have confirmation that a KOVA, Corp. Technician has begun actual troubleshooting.

- **Periodic Preventative Maintenance Included at No Additional Charge:** As an added value, KOVA performs periodic checks (normally monthly) on all servers under warranty. A specific technician is assigned to look at the performance logs, system logs, and other diagnostic factors to gauge the server's health. If there are any indications of potential problems, corrective action is taken on pro-active basis to minimize the risk of a failure. Examples of such attention have found hard drives that were likely to fail at some future point, open radio channels, etc. This methodology significantly reduces the risk of system failure.

### **SOW**

- Install Verint Media Recorder for Public Safety recording system at the 6012 location.
- Install Network Attached Storage system or connect to customer Network Attached Storage for backup.
- All network connections must be 1 Gb, full-duplex.
- Customer to provide 4 post rack space for system mounting.
- Customer to provide Monitor, Keyboard, and mouse or KVM connections.
- Connect Verint Media Recorder (and NAS) to Enterprise network via customer provided network drop.
- Configure and install client workstations for playback.
- Perform end-user training.
- Perform Administrative training.
- Configure recording of 85 Motorola P25 talk groups.
  - Customer responsible for having a new AIS server provisioned for recording use.
  - Customer responsible for having talk groups configured on AIS server currently in use.
  - Customer responsible for ensuring enough resources are available on AIS server for recording.
  - KOVA to install Proxy software on AIS server.
  - Connect Verint Media Recorder to Motorola network via customer or Motorola provided network drop.
  - AIS recorder licensing carries over from Audiolog.
  - New Motorola radio software versions may require updated AIS API licensing fees at an additional cost.
- Configure recording of 10 analog CAMA feeds.
  - The analog feeds must be connected to the first 24 pairs of a split 66 block with a Female Amp output connector within 7' of the audio recorder, 'as the cable runs'.
  - Feeds should start at pair 1 (top of the block).
  - The audio output should be 600 ohms.

### **SOW (Continued)**

- Telecom vendor to specify if voltage detect or VOX activity detection to be used.
  - A single interface card can use VOX OR Voltage, not both. Such that analog POTS phones and analog radio console feeds cannot be recorded on the same card.
- No metadata capture (Caller ID, etc) from the feed will be performed. This may be different that what is currently available.
- Configure recording of 10 analog Emergency Phone POTS line feeds.
  - The analog feeds must be connected to the first 24 pairs of a split 66 block with a Female Amp output connector within 7' of the audio recorder, 'as the cable runs'
  - Feeds should start at pair 1 (top of the block).
  - The audio output should be 600 ohms.
  - Telecom vendor to specify if voltage detect or VOX activity detection to be used.
    - A single interface card can use VOX OR Voltage, not both. Such that analog POTS phones and analog radio console feeds cannot be recorded on the same card.
  - No metadata capture (Caller ID, etc) from the feed will be performed. This may be different that what is currently available.
- Configure the recording of 27 SIP based VoIP phones.
  - Customer must have provisioned one Ethernet port that monitors all traffic to and from the SIP phones (SPAN).
  - VoIP audio must be SIP, G.711 and unencrypted.
  - No metadata capture (Caller ID, etc.) from the feed will be performed. This may be different that what is currently available.
- Configure serial CAD Spill feed from the PBX.
  - Serial feed must be a RS-232, DB9 male connector run directly to the recorder.
  - Vendor must provide the position identified required to match ALI to active line recording.
  - Data captured subject to data received and format data received in.
- Migrate existing Audiolog recordings into the Verint Media Recorder.
  - Any existing Audiolog solutions must remain online and connected for data transfer to the new v15 solution.
  - Any Audiolog connections such as KVM, Enterprise network, and such must remain in place and the new recorder has additional connections.
- Decommission existing Audiolog solution at the appropriate time.
  - KOVA can securely dispose of the hard drives containing data or the customer may dispose.
  - KOVA can securely and properly dispose of the equipment or the customer may dispose.
  - Regardless of disposal method, KOVA is required to remove the security keys from the Audiolog recorders per upgrade licensing eligibility.

**SOW (Continued)**

- Customer responsible for decommissioning old AIS server at an appropriate time
- Radio technician should be available upon request.
- IT administrator/technician should be available upon request.
- Telecom technician should be available upon request.
- Outbound email access is required for system monitoring.
- Customer to provide remote access solution with file transfer or allow KOVA provided LogMeIn access for support and maintenance.
- Installation Monday through Friday, 9am to 5pm EST, excluding holidays.

KOVA, Corp. GSA Advantage Contract can be downloaded directly from the Federal GSA.GOV website by visiting the hyperlink below:

[https://www.gsaadvantage.gov/ref\\_text/GS35F011BA/0MA1IK.2PVOFG\\_GS-35F-011BA\\_KOVA.PDF](https://www.gsaadvantage.gov/ref_text/GS35F011BA/0MA1IK.2PVOFG_GS-35F-011BA_KOVA.PDF)

If you have any questions or need further information, please feel free to contact me. This quote is valid for 60 days. Purchase orders may be submitted to [sales@kovacorp.com](mailto:sales@kovacorp.com).

Sincerely,

***Melissa McCormack***

Customer Advocate

609-597-1498 x 135

[mmccormack@kovacorp.com](mailto:mmccormack@kovacorp.com)

Enc. Proposal ID#22-0511A- v.15 Upgrade\_6012 Location



Proposal ID#22-0511A

V.15 Upgrade_6012 Location						
Date:	05/11/22 (Valid 60 Days)					
Reseller:	Kova Corp.					
End User:	Saratoga County Sheriff's Department					
Prepared by:	Melissa McCormack					
Quote ID:	22-0511A					
Delivery, Installation, Training & 1st Year Warranty with 24x7 Support and Preventative Maintenance:	Included As Per GSA Contract					
Part Number	Description	List Price (Each)	QTY	List Price Extended	GSA Contract Discounted Price (Each)	GSA Contract Discounted Price Extended
<b>Recorder Servers</b>						
KOVA-RECORDER-BASE-GOLD	KOVA "Gold" Recording Server Platform.	\$22,330.00	1	\$22,330.00	\$12,281.50	\$12,281.50
	<b>Servers Subtotal</b>			<b>\$22,330.00</b>		<b>\$12,281.50</b>
<b>Software Licenses</b>						
KOVA-REC-003	Upgrade AL3.x or AL4.x system license w/o QM to oRec	\$336.00	132	\$44,352.00	\$184.80	\$24,393.60
KOVA-REC-009	KOVA Server license for Version 5	\$3,196.00	1	\$3,196.00	\$1,757.80	\$1,757.80
	<b>Software licenses Subtotal</b>			<b>\$47,548.00</b>		<b>\$26,151.40</b>
<b>Interface Cards</b>						
PART-ANA-UNIV-24	24-Channel Analog Passive Tap card	\$9,226.00	2	\$18,452.00	\$5,074.30	\$10,148.60
	<b>Interface Cards Subtotal</b>			<b>\$18,452.00</b>		<b>\$10,148.60</b>
<b>Total Investment:</b>				<b>\$88,330.00</b>		<b>\$48,581.50</b>

### NAS

Part Number	Description	List Price (Each)	QTY	List Price Extended	GSA Contract Discounted Price (Each)	GSA Contract Discounted Price Extended
<b>Recorder Servers</b>						
KOVA-BASE-3202	KOVA BASIC Redundant	\$8,877.00	1	\$8,877.00	\$6,213.90	\$6,213.90
<b>Total Investment:</b>				<b>\$8,877.00</b>		<b>\$6,213.90</b>



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1.Contract ID Code</b>	<b>Page of Pages</b> 1   2
<b>Amendment/Modification No.</b> PO-0001	<b>3. Effective Date:</b> Jun 17, 2016	<b>4. Requisition/Purchase Req. No.</b>	<b>5. Project No. (If Applicable)</b> 70	
<b>6. Issued By:</b> General Service Administration OFFICE OF IT SCHEDULE PROGRAMS 1800 F ST. NW WASHINGTON DC 20405		<b>7. Administered By: (If Other)</b> GSA/FAS/QVOCC 10 CAUSEWAY ST BOSTON MA 02222		
<b>8. Name and Address of Contractor (No. Street, County, State and Zip Code)</b> KOVA, CORP. 102 E BAY AVE STE J  MANAHAWKIN, NJ 080503175		<b>9A Amendment of Solicitation No:</b>  <b>9B. Dated (See Item 11)</b>		
		<b>10A. Modification of Contract/Order No.</b> GS-35F-011BA <b>10B. Dated (See Item 13)</b> Oct 15, 2013		
<b>Code</b>		<b>Facility Code</b>		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Block 13 Notes...				
D. OTHER (Specify type of modification and authority):				
E. <b>IMPORTANT:</b> Contractor: is not <input type="checkbox"/> , is <input checked="" type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.				
<b>14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>				
The above referenced contract, awarded under Federal Supply Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services is hereby modified as follows:  A. This contract is modified for an addition of items and services under currently awarded Special Item Numbers (SINs) 132-8 and 132-33 along with the addition of new SINs 132-12, 132-34, 132-100 for an addition of items and services under, pursuant to Clause 552.238-81 per the attached spreadsheet. <p style="text-align: center;">Continue next page...</p>				
<b>15A. NAME AND TITLE OF SIGNER (Type or Print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)</b>		
15B. CONTRACTOR/OFFEROR E-SIGNED 06/28/2016 by Patrick J Suarez (Signature of person authorized to sign)		15C. DATE SIGNED KOVA, CORP. See above	16B. UNITED STATES OF AMERICA E-SIGNED 06/28/2016 by Lisa Chatman GSA/FSS By See above (Signature of Contracting Officer)	16C. DATE SIGNED

Continuation of Description...

B. This contract is modified based on the following price list: Kova, Corp., Commercial Price List, Effective: January 1, 2016

This price list is hereby accepted as the basis of which discounts are granted, and supersedes all previously awarded prices lists.

C. The Most Favored Customer (MFC) is hereby remains and established as: Kova, Inc.'s Most Favored Customers (MFC) and the Basis of Award (BOA) for this contract are State and Local Government . For SINS, (132-8, 132-12, 132-33, 132-34, and 132-100, the price/discount relationship between the Government and the MFC will never be less favorable to the Government than at the time of award, that is: For the life of the contract, the Governments basic discount will never be less than 10% and will always be at least equal to the 10% basic discount granted to the MFC, which are State and Local Government.

D. The basic discount accepted for the Government is 10%.

E. Kova, Inc. is required to update all electronic catalog submissions (GSA Advantage) and issue a new GSA price list or price list addendum incorporating the changes described in this modification. One supplemental price list shall be submitted to this office and one copy shall be submitted to the National Customer Service Center. The preferred method of distribution is electronic in accordance with your contracting officer s instructions and to the National Schedules Information Center at [schedules.infocenter@gsa.gov](mailto:schedules.infocenter@gsa.gov).

F. The Industrial Funding Fee (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price discount relationship stated above. The current IFF is .75% and should be calculated as follows:

Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example:  $(\$100,000 / 0.9925) = \$100,755.67$

G. Other terms and conditions remain unchanged and remain in effect as restated below:

Delivery Time: Within 30 Days

Expedited Delivery Time: 1-2 Days

Quantity/Volume Discount: 1% for single task orders exceeding \$100K, 2% for single task orders exceeding \$300K, 3% for single task orders exceeding \$500K, and 4% for single task orders exceeding \$700K

Prompt Payment Discount: 1/2%/20 days

H. This modification is issued at no cost to either party.

Point of Contact: Lisa Chatman, 817-850-8104, [lisa.chatman@gsa.gov](mailto:lisa.chatman@gsa.gov)



Block 13 Notes

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Block 13.C:

552.238-81

List of Documents for the eMod Package:

-----  
File Name: Final GSA Pricing-5-25-16-with SIN.xlsx  
Submit Date: 6/17/2016 2:33:47 PM  
Description: Dealer/Reseller Price Sheet

File Name: csp.pdf  
Submit Date: 6/17/2016 2:41:06 PM  
Description: Commercial Sales Practices Format

File Name: OMA1IK.2PVOFG\_GS-35F-011BA\_KOVA proposed.docx  
Submit Date: 6/15/2016 4:05:39 PM  
Description: Letters of Supply

File Name: Quotation\_ID\_16-0609A.PDF  
Submit Date: 6/15/2016 4:03:38 PM  
Description: Supporting Price Documentation

File Name: CSP-1 for IT 70.doc  
Submit Date: 6/15/2016 4:01:30 PM  
Description: Contractor's Commercial Sales Practice

File Name: CSP Matrix 132-33.xls  
Submit Date: 6/17/2016 2:33:10 PM  
Description: Manufacturer's Commercial Sales Practice

File Name: CSP Matrix 132-34.xls  
Submit Date: 6/17/2016 2:32:53 PM  
Description: Manufacturer's Commercial Sales Practice

File Name: Commercial Price List proposed.docx  
Submit Date: 6/15/2016 4:00:25 PM  
Description: Commercial Pricelist

File Name: CSP Matrix 132-100.xls  
Submit Date: 6/17/2016 2:32:36 PM  
Description: Manufacturer's Commercial Sales Practice

File Name: CSP Matrix 132-12.xls  
Submit Date: 6/17/2016 2:31:50 PM  
Description: Manufacturer's Commercial Sales Practice

File Name: CSP Matrix 132-8.xls  
Submit Date: 6/17/2016 2:32:14 PM  
Description: Manufacturer's Commercial Sales Practice

File Name: Expedite request.pdf  
Submit Date: 6/15/2016 4:16:38 PM  
Description: Supporting Price Documentation

File Name: ADDITIONS.docx  
Submit Date: 6/15/2016 4:17:24 PM  
Description: Supporting Price Documentation



# 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  
Stephanie Hodgson, Director of Budget

**CC:** Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, County Attorney's Office  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** District Attorney



**DATE:** 5/9/2022

**COMMITTEE:** Public Safety



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

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Accepting an Aid to Prosecution Grant for the District Attorney's Office

3. Specific Details on what the resolution will authorize:

Resolution accepting the Aid to Prosecution Grant from the Division of Criminal Justice Services.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

**No Budget Impact. Funds are included in the Department Budget**

- a. G/L line impacted **A.25-3031 SA Target Crime Program**
- b. Budget year impacted **2022**
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require hiring a Vendors/Contractors:  Y  N

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation

c. Is the vendor/contractor a sole source:  Y  N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department?  Y  N  N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO
- a. Source of grant funding:  
State
- b. Agency granting funds:  
Division of Criminal Justice Services
- c. Amount of grant:  
\$57,820
- d. Purpose grant will be used for:  
Toward salaries
- e. Equipment and/or services being purchased with the grant:  
None
- f. Time period grant covers:  
April 1, 2022 - March 31, 2023
- g. Amount of county matching funds:  
None
- h. Administrative fee to County:  
None

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:



# Division of Criminal Justice Services

**KATHY HOCHUL**  
Governor

**ROSSANA ROSADO**  
Commissioner

**JEFFREY BENDER**  
Deputy Commissioner

## Grant Award Notice

<b>Grantee/Contractor:</b> Saratoga County District Attorney	<b>Date:</b> May 2, 2022
<b>Program Name:</b> Aid to Prosecution	<b>Award Amount:</b> \$57,820 <sup>i</sup>
<b>Agency Head Name and Title:</b> Karen Heggen District Attorney <b>Email:</b> kheggen@saratogacountyny.gov	<b>Term Dates:</b> April 1, 2022 – March 31, 2023
<p><b>Additional Information:</b></p> <p>I am pleased to advise you that your county will receive funding under the Aid to Prosecution Program for the State Fiscal Year (SFY) 2022-23. While the award amount is consistent with the amount your county received last year, the method for distribution for the term April 1, 2022 to March 31, 2023 is being changed by DCJS to streamline processing and facilitate timely distribution of funds to your county.</p> <p>Rather than issuing your grant award through a DCJS grant contract for this funding, the full award amount will be automatically disbursed to the county in one payment made before July 15, 2022.</p> <p>It is important to note that the funding provided to the county herein must support District Attorney offices in your county in the same manner as provided in prior years. DCJS will evaluate this alternative payment process next year for its effectiveness prior to making subsequent Aid to Prosecution grant awards.</p> <p>Should you have any questions, please contact the DCJS fiscal contact listed below.</p> <p>Thank you in advance for your cooperation and support.</p> <p><b>Questions: Nadia Rockwell</b> DCJS Associate Budgeting Analyst NYS Division of Criminal Justice Services, Finance Office (518) 485-0091 or <a href="mailto:nadia.rockwell@dcjs.ny.gov">nadia.rockwell@dcjs.ny.gov</a></p>	

CC: Nadia Rockwell, DCJS Office of Financial Administration

<sup>i</sup>The award amount listed above is subject the availability of funds in the enacted NYS Budget.

7/20/21



## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION 202 - 2021

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

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

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

WHEREAS, the State Division of Criminal Justice Services (DCJS) has offered an Aid to Prosecution Grant for the term ~~April 1, 2021 through March 31, 2022~~ to provide salary support to the District Attorney's Office for the prosecution of violent crimes; and

*→ April 1, 2022 through March 31, 2023*

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

RESOLVED, that the Chair of the Board of Supervisors and/or the County Administrator, and/or the District Attorney is hereby authorized, on behalf of the office of the District Attorney, to execute all necessary documents with the State Division of Criminal Justice Services for the acceptance of an Aid to Prosecution Grant in the amount of \$57,820, for the term ~~April 1, 2021 through March 31, 2022~~, with the form and content of such documents being subject to the approval of the County Attorney.

*→ April 1, 2022 through March 31, 2023*

BUDGET IMPACT STATEMENT: None. 100% State Aid.





# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michael Hartnett, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, County Attorney's Office  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Sheriff's Office

**DATE:** May 19, 2022

**COMMITTEE:** Public Safety

**RE:** Lexipol Policy development contract

This column must be completed prior to submission of the request.

1. Is a Resolution Required:

2. Proposed Resolution Title:

Authorizing a contract with Lexipol LLC for Policy Development, Accreditation, and Training Software and Services

3. Specific Details on what the resolution will authorize:

Authorize the Sheriff to enter into a contract with Lexipol LLC to continue to provide specialized software and management services for policy development, accreditation and training. Form and content of the contract to be approved by the Sheriff and County Attorney.

County Attorney's Office  
Consulted

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.30.000.8520
- b. Budget year impacted 2022
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require hiring a Vendors/Contractors:  Y  N

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation

c. Is the vendor/contractor a sole source:  Y  N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department?  Y  N  N/A

e. Commencement date of contract term: **8/1/2022**

f. Termination of contract date: **5/31/2025**

g. Contract renewal and term: **2 additional one-year terms as per contract addendum**

h. Contact information: Van Holland  
Lexipol LLC  
2611 Internet Blvd. Suite 100  
Frisco, TX 75034

i. Is the vendor/contractor an LLC, PLLC or partnership: **LLC**

j. State of vendor/contractor organization: **Texas**

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Lexipol LLC was originally selected as a result of an RFP in 2016, and as a sole-source vendor in 2021. They are now on the Sourcwell contract which will be utilized for this contract.

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted:  YES or  NO

County Administrator's Office Consulted <input type="checkbox"/>
---

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:

Lexipol is the current vendor of policy, accreditation and training development and management services for the Sheriff's Office. The original contract in 2016 was awarded based on an RFP to which Lexipol was the only respondent. A copy of the agreements and sole-source letter are included for review.



## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION XXX - 2022

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

#### **AUTHORIZING THE CHAIRMAN OR SHERIFF TO ENTER INTO AN AGREEMENT WITH LEXIPOL, LLC TO PROVIDE THE SHERIFF'S OFFICE WITH SPECIALIZED SOFTWARE AND MANAGEMENT SERVICES FOR POLICY DEVELOPMENT, ACCREDITATION AND TRAINING**

WHEREAS, the Saratoga County Sheriff has identified a need for specialized software and management services to assist with policy development, accreditation and training; and

WHEREAS, Lexipol, LLC is a sole source product and provider of New York State specific policy manuals through a proprietary hosted application service and the comprehensive copyrighted content and services are not available through any other public or private resource or organization; and

WHEREAS, more than ninety-five (95) public safety agencies in New York use the Lexipol Policy Content and Knowledge Management System; and

WHEREAS, pursuant to Resolution 88-2021, this Board adopted and implemented the Executive Order 203 Compliance Group January 2021 Report which provided recommendations that the Saratoga County Sheriff take any steps necessary to maintain compliance with the New York State Law Enforcement Accreditation Program and to maintain policies consistent with the model policies as provided by the New York State Municipal Police Training Council; and

WHEREAS, Lexipol, LLC provides policy, accreditation and training development consistent with the New York State Law Enforcement Accreditation Program and in conformance with the New York State Municipal Police Training Council; and

WHEREAS, pursuant to Resolution 154-2021, this Board authorized a 1-year contract with Lexipol LLC for the same software and services which expires on 7/30/2022; and

WHEREAS, the Public Safety Committee, and the Sheriff have recommended that a contract be awarded to Lexipol, LLC for specialized software and management services for policy development, accreditation and training development at a cost of \$37,176.55 for 8/1/22 through 5/31/23, \$40,927.44 for 6/1/23 through 5/31/24 and \$42,359.90 for 6/1/24 through 5/31/25 with an option for 2 additional 1-year renewals; now, therefore, be it

RESOLVED, that the Chair of the Board or Sheriff is hereby authorized to execute an agreement with Lexipol, LLC of Frisco, Texas for specialized software and management services for policy development, accreditation and training development at a cost of \$37,176.55 for 8/1/22 through 5/31/23, \$40,927.44 for 6/1/23 through 5/31/24 and \$42,359.90 for 6/1/24 through 5/31/25 with an option for 2 additional 1-year renewals; and it is further

RESOLVED, that the form and content of said agreement is subject to the approval of the County Attorney and Saratoga County Sheriff.

BUDGET IMPACT STATEMENT: None. Funds are available in the 2022 Budget.

## **SUMMARY OF THE UNIQUE FEATURES OF THE LEXIPOL SYSTEM**

Lexipol is America's leading provider of risk management services and resources for public safety organizations, delivering its services through a unique, web-based development system with an integrated training component. Lexipol has helped public safety agencies reduce risk and stay ahead of litigation trends, while communicating clear and concise policy guidance to their employees. Additionally, Lexipol has established a unique set of risk management tools for public safety organizations by integrating agency-specific, customized policy manuals with the Daily Training Bulletin service accessed through a web browser. The comprehensive Lexipol service is not available through any other public or private resources or organizations.

The program is unique in several ways, and there is no other system that offers the following integration in one package:

- Online (software-as-a-service) policy manual content, document management, training content and testing through web-based proprietary system tools.
- Regular and urgent updates to content via web-based tools.
- Daily Training Bulletins (DTBs) that are based on realistic scenarios and written by public safety personnel, including online and real-time testing modules.
- Archiving of all versions of the agency's policy manual, as well as capturing of user electronic signatures that acknowledge policy updates and Daily Training Bulletin records and test results.
- Linking between the Daily Training Bulletins and policy sections to which the DTB applies.
- Robust reporting features, including exception reporting with export to MS Excel capabilities.
- Contemporary policy content that may be modified by the agency via proprietary online tools, thus reducing policy development time significantly.

## **ADDITIONAL FEATURES INCLUDE**

Proprietary System and Software Tools: Over 150 core policies based on federal standards and case law, state statutes and case law, regulatory actions, and law enforcement best practices. The client agency has full editing capability to customize the manual to reflect the agency's mission and philosophy.

Updates: Lexipol provides regular semi-annual electronic and interactive updates in response to legislative mandates, case law and evolution in best practices. It also provides client alerts and urgent updates in response to precedent-setting court decisions or events that call for immediate changes to policy.

Policy Training: The integrated Daily Training Bulletin component is a customized, scenario-based daily training program that links directly to the policy manual and is accessed online via a web browser. DTB records are also archived for easy retrieval.

Adaptability: Our clients range from small agencies to large agencies with more than 3,500 sworn personnel, including municipal police departments, county sheriff offices, county district attorneys, port police, probation departments, school district and university police, tribal police, fire departments and a diverse group of state regulatory agencies.

Scale: More than 1,600 public safety agencies with 100,000 officers or deputies in 16 states use the Lexipol system. Our subscriber base is one of the largest private networks of law enforcement policy collaborators in the nation.

Archiving: Each version of the agency's policy manual is archived on the Lexipol servers, which allows for easy retrieval by the agency. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.





Addendum to Online Subscription Agreement (OSA) between Lexipol and Saratoga County Sheriff's Office (NY).

Effective Date: \_\_\_\_\_

Agency is purchasing the following additional service:

Law Enforcement Services  
6/1/2022 to 5/31/2023

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Supplemental Manual(s)	USD 3,836.78	USD 3,836.78
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins	USD 19,528.66	USD 19,528.66
1	Law Enforcement Accreditation Workbench Premium	USD 1,977.98	USD 1,977.98
	<b>Subscription Line Items Total</b>		<b>USD 25,343.42</b>
			<b>USD 25,343.42</b>
<b>Law Enforcement Services 6/1/2022 to 5/31/2023 TOTAL:</b>			<b>USD 25,343.42</b>

Law Enforcement Services  
6/1/2023 to 5/31/2024

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Supplemental Manual(s)	USD 3,971.07	USD 3,971.07
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins	USD 20,212.16	USD 20,212.16
1	Law Enforcement Accreditation Workbench Premium	USD 2,047.21	USD 2,047.21
	<b>Subscription Line Items Total</b>		<b>USD 26,230.44</b>
			<b>USD 26,230.44</b>
<b>Law Enforcement Services 6/1/2023 to 5/31/2024 TOTAL:</b>			<b>USD 26,230.44</b>

Law Enforcement Services  
6/1/2024 to 5/31/2025

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Supplemental Manual(s)	USD 4,110.06	USD 4,110.06
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins	USD 20,919.59	USD 20,919.59
1	Law Enforcement Accreditation Workbench Premium	USD 2,118.86	USD 2,118.86

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
	<b>Subscription Line Items Total</b>		<b>USD 27,148.51</b>
			<b>USD 27,148.51</b>
<b>Law Enforcement Services 6/1/2024 to 5/31/2025 TOTAL:</b>			USD 27,148.51

Law Enforcement Services  
6/1/2025 to 5/31/2026  
OPTIONAL RENEWAL

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Supplemental Manual(s)	USD 4,253.91	USD 4,253.91
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins	USD 21,651.78	USD 21,651.78
1	Law Enforcement Accreditation Workbench Premium	USD 2,193.02	USD 2,193.02
	<b>Subscription Line Items Total</b>		<b>USD 28,098.71</b>
			<b>USD 28,098.71</b>
<b>Law Enforcement Services 6/1/2025 to 5/31/2026 OPTIONAL RENEWAL TOTAL:</b>			USD 28,098.71

Law Enforcement Services  
6/1/2026 to 5/31/2027  
OPTIONAL RENEWAL

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Supplemental Manual(s)	USD 4,402.80	USD 4,402.80
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins	USD 22,409.59	USD 22,409.59
1	Law Enforcement Accreditation Workbench Premium	USD 2,269.78	USD 2,269.78
	<b>Subscription Line Items Total</b>		<b>USD 29,082.16</b>
			<b>USD 29,082.16</b>
<b>Law Enforcement Services 6/1/2026 to 5/31/2027 OPTIONAL RENEWAL TOTAL:</b>			USD 29,082.16

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Terms and Conditions: This subscription order falls under the provisions of the original Online Subscription Agreement signed by the authorized agent for the above agency. The services that Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"), provides to Agency, Customer, User, Purchaser are subject to the Terms and Conditions of Use of the original Online Subscription Agreement. These Terms and Conditions are valid through the subscription agreement period. This document represents additional services to be provided, subject to the foregoing Terms and Conditions of Use. AGENCY HEREBY AGREES WITH THESE TERMS AND CONDITIONS OF USE AS APPLICABLE TO THE SERVICES ACQUIRED VIA THIS ADDENDUM.

The subscription agreement is authorized and approved by:

**Agency**

**Lexipol**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Van Holland

Title: \_\_\_\_\_

Title: Chief Financial Officer

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Please return to: Fax: (469)731-0847 – Email: [contracts@lexipol.com](mailto:contracts@lexipol.com)  
Send: Lexipol LLC, 2611 Internet Blvd. Suite 100, Frisco, TX 75034



Addendum to Online Subscription Agreement (OSA) between Lexipol and Saratoga County Sheriff's Office (New York).

Effective Date: \_\_\_\_\_

Agency is purchasing the following additional service:

Management Services 8/1/2022  
to 5/31/2023

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Daily Training Bulletin Management (Start: 8/1/2022 End: 5/31/2023)	USD 3,750.00	USD 3,750.00
1	Annual Law Enforcement Policy Update Management (Start: 8/1/2022 End: 5/31/2023)	USD 8,083.33	USD 8,083.33
<b>Subscription Line Items Total</b>			<b>USD 11,833.33</b>
			<b>USD 11,833.33</b>
<b>Management Services 8/1/2022 to 5/31/2023 TOTAL:</b>			<b>USD 11,833.33</b>

Management Services 6/1/2023  
to 5/31/2024

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Daily Training Bulletin Management (Start: 6/1/2023 End: 5/31/2024)	USD 4,657.50	USD 4,657.50
1	Annual Law Enforcement Policy Update Management (Start: 6/1/2023 End: 5/31/2024)	USD 10,039.50	USD 10,039.50
<b>Subscription Line Items Total</b>			<b>USD 14,697.00</b>
			<b>USD 14,697.00</b>
<b>Management Services 6/1/2023 to 5/31/2024 TOTAL:</b>			<b>USD 14,697.00</b>

Management Services 6/1/2024  
to 5/31/2025

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Daily Training Bulletin Management (Start: 6/1/2024 End: 5/31/2025)	USD 4,820.51	USD 4,820.51
1	Annual Law Enforcement Policy Update Management (Start: 6/1/2024 End: 5/31/2025)	USD 10,390.88	USD 10,390.88

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
	<b>Subscription Line Items Total</b>		<b>USD 15,211.39</b>
			<b>USD 15,211.39</b>
<b>Management Services 6/1/2024 to 5/31/2025 TOTAL:</b>			<b>USD 15,211.39</b>

Management Services 6/1/2025  
to 5/31/2026 OPTIONAL  
RENEWAL

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Daily Training Bulletin Management (Start: 6/1/2025 End: 5/31/2026)	USD 4,989.23	USD 4,989.23
1	Annual Law Enforcement Policy Update Management (Start: 6/1/2025 End: 5/31/2026)	USD 10,754.56	USD 10,754.56
	<b>Subscription Line Items Total</b>		<b>USD 15,743.79</b>
			<b>USD 15,743.79</b>
<b>Management Services 6/1/2025 to 5/31/2026 OPTIONAL RENEWAL TOTAL:</b>			<b>USD 15,743.79</b>

Management Services 6/1/2026  
to 5/31/2027 OPTIONAL  
RENEWAL

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Daily Training Bulletin Management (Start: 6/1/2026 End: 5/31/2027)	USD 5,163.85	USD 5,163.85
1	Annual Law Enforcement Policy Update Management (Start: 6/1/2026 End: 5/31/2027)	USD 11,130.97	USD 11,130.97
	<b>Subscription Line Items Total</b>		<b>USD 16,294.82</b>
			<b>USD 16,294.82</b>
<b>Management Services 6/1/2026 to 5/31/2027 OPTIONAL RENEWAL TOTAL:</b>			<b>USD 16,294.82</b>

\*Law Enforcement pricing is based on 112 Law Enforcement Sworn Officers.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Terms and Conditions: This subscription order falls under the provisions of the original Online Subscription Agreement signed by the authorized agent for the above agency. The services that Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"), provides to Agency, Customer, User, Purchaser are subject to the Terms and Conditions of Use of the original Online Subscription Agreement. These Terms and Conditions are valid through the subscription agreement period. This document represents additional services to be provided, subject to the foregoing Terms and Conditions of Use. AGENCY HEREBY AGREES WITH THESE TERMS AND CONDITIONS OF USE AS APPLICABLE TO THE SERVICES ACQUIRED VIA THIS ADDENDUM.

The subscription agreement is authorized and approved by:

**Agency**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Lexipol**

Signature: \_\_\_\_\_

Print Name: Van Holland

Title: Chief Financial Officer

Date Signed: \_\_\_\_\_

Please return to: Fax: (469)731-0847 – Email: [contracts@lexipol.com](mailto:contracts@lexipol.com)

Send: Lexipol LLC, 2611 Internet Blvd. Suite 100, Frisco, TX 75034