



Public Safety Committee

Wednesday, September 7, 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 August 3, 2022 meeting.
- III. Authorizing acceptance of a 2021-2022 Statewide Interoperable Communications Grant from the NYS Division of Homeland Security & Emergency Services & amending the budget in relation thereto – Carl Zeilman, Emergency Services
- IV. Authorizing a renewal agreement with RS Telecom, Inc. to perform repair and maintenance work on the County's Public Safety Microwave Radio System – Carl Zeilman, Emergency Services
- V. Domestic Violence Awareness Month – Karen Heggen, District Attorney
- VI. Amending Resolution 191-2022 authorizing a renewal agreement with Lexipol, LLC – Michael Zurlo, Sheriff
- VII. Proclaiming September 18 – 24, 2022 as Sheriff's Week in Saratoga County – Michael Zurlo, Sheriff
- VIII. Authorizing an Intermunicipal Memorandum of Understanding for Regional Assigned Counsel Program Collaboration – Scot Chamberlain, Human Resources
- IX. Authorizing a Memorandum of Understanding with the City of Saratoga Springs – Steve Bulger, County Administrator
- X. Other Business
- XI. Adjournment

To view the webcast live or once recorded, go to <https://www.saratogacountyny.gov/meetings/2022-meetings/>



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: 8/15/2022

COMMITTEE: Public Safety

RE: Acceptance of 2021/22 Statewide Interoperable Communications Grant in the amount of \$1,426,723

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Acceptance of 2021/22 Statewide Interoperable Communications Grant in the amount of \$1,426,723

3. Specific Details on what the resolution will authorize:

The County of Saratoga to accept the 2021/22 Statewide Interoperable Communications Grant from the New York State Division of Homeland Security and Emergency Services, and amend the 2022 county budget in relation thereto

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
A-36-366	Homeland Security	\$1,426,723

Expense

Account Number	Account Name	Amount
A.36.366.7051	Communications Equip.	\$926,723.00
A.36.366.8293	Maintenance	\$500,000.00

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
	\$1,426,723.00		

5. Identify Budget Impact:

The budget will be amended to accept these funds and authorize the related expenses

- a. G/L line impacted A.36.3306
- b. Budget year impacted 2022
- c. Details
Acceptance of \$1,426,723 in State Aid under the SICG program.

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

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:

Purchasing Office Consulted ☐

8. Is a grant being accepted: ☒ YES or ☐ NO

County Administrator's Office
Consulted ☒

a. Source of grant funding:

State



b. Agency granting funds:

New York State Division of Homeland Security and Emergency Services

c. Amount of grant:

\$1,426,723.00

d. Purpose grant will be used for:

Emergency Radio Communications

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

800 Mhz Radio System Component and Equipment Maintenance

f. Time period grant covers:

1/1/2022 - 12/31/2024

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:

None.

1/21/20



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 27 - 2020

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

2021-22

AUTHORIZING ACCEPTANCE OF A ~~2019~~ STATEWIDE INTEROPERABLE COMMUNICATIONS GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, AND AMENDING THE ~~2020~~ COUNTY BUDGET IN RELATION THERETO

2021-2022 \$ 1,426,723

WHEREAS, the New York State Division of Homeland Security and Emergency Services has awarded the County a ~~2019~~ Statewide Interoperable Communications Grant Program (20²² SICG-Formula) grant in the amount of ~~\$764,347~~ for improving the interoperability and operability of emergency communications systems for the 24 month performance period from January 1, 20²² to December 31, 20²²; and

WHEREAS, our ^{Director} Commissioner of Emergency Services ^{Management} proposes to utilize these grant funds to purchase 800 MHz Radio System software and hardware; and

WHEREAS, the approval of this Board and an amendment to the ~~2020~~ County Budget are needed to accept these additional SICG funds; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute any and all documents required to accept from the New York State Division of Homeland Security and Emergency Services a 2019 Statewide Interoperable Communications Grant in the amount of ~~\$764,347~~ to purchase 800 MHz Radio System software and hardware; and, be it further ^{1,426,723}

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

22

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

EMERGENCY SERVICES

Appropriations:

Increase Acct.: A-36-366-7051 Communications Equipment
Increase Acct.: A-36-366-8293 Equipment Maintenance
Increase Acct.: A-36-366-8520 Software

~~\$474,347~~

~~\$285,000~~

~~\$ 5,000~~

~~\$764,347~~

^{\$ 926,723}

^{\$500,000}

Revenues:

Increase Acct.: A-36-3306 Homeland Security

~~\$764,347~~

^{\$1,426,723}

BUDGET IMPACT STATEMENT: None. 100% State Aid.



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

August 3, 2022

The Honorable Theodore Kusnierz
Chair, Saratoga County Board of Supervisors
40 McMaster Street
Ballston Spa, NY 12020

Dear Mr. Kusnierz,

I am pleased to announce that Saratoga County has been awarded \$1,426,723 under the New York State 2021 and 2022 Statewide Interoperable Communications Grant Program (2021 and 2022 SICG-Formula). This program, administered by my agency, allows for the State support to aid county, local and municipal public safety organizations in enhancing emergency response, improving capability, improvements in governance structures, operating procedures, infrastructure development, and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC). The 2021 and 2022 SICG-Formula Program will concentrate on improving interoperability and operability of communications systems in New York State. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2021 and 2022 SICG-Formula grant will be 36 months, beginning January 1, 2022 – December 31, 2024, with the possibility of an extension based upon a good cause shown and ample justification for needing additional time. Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 30 calendar days from the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Deputy Director, Brett Chellis, at 518-322-4911.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

A handwritten signature in black ink that reads "Jackie Bray".

Jackie Bray
Commissioner

cc: Mr. Carl Zeilman, Director
Saratoga County Office of Emergency Services



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: 8/11/2022

COMMITTEE: Public Safety



RE: Authorizing renewal agreement with RSTelecom for Microwave
Radio System Maintenance

1. Is a Resolution Required:

Yes, Contract Renewal



2. Proposed Resolution Title:

Agreement With RS Telecom To Perform Repair and Maintenance Work

3. Specific Details on what the resolution will authorize:

A renewal agreement with RS Telecom to provide repair and maintenance services to the county Microwave Radio System for a term of two-years in the amount of \$92,500.

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.36.000-8293	Equipment Maintenance	92,500.00

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.36.000-8293
- b. Budget year impacted 2022-2023
- 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

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 RFP

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: September 1, 2022

f. Termination of contract date: August 31, 2024

g. Contract renewal and term: Option for (1) year extension

h. Contact information: Robert Cornell
RS Telecom
509 Queensbury Ave
Queensbury, NY 12804

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

j. State of vendor/contractor organization: New York

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:



JOHN T. WARMT
Director

SARATOGA COUNTY PURCHASING DEPARTMENT

Central Stores ~ Central Printing ~ Central Mail
50 WEST HIGH STREET * BALLSTON SPA, NY 12020
Telephone: (518) 885-2210
Fax: (518) 885-2220

August 9, 2022

Robert Cornell, President
RS Telecom, Inc.
509 Queensbury Avenue
Queensbury, NY 12804

Dear Mr. Cornell:

This is to inform you that your Company has been awarded the bid to furnish Microwave Radio System Maintenance to the County of Saratoga, as per specification 22-ESMSM-1, pending receipt of your Certificate of Insurance and the execution of a Contract.

The contract period begins September 1, 2022 through August 31, 2024, with the option of a one (1) year extension at the 2nd year bid price, plus any additional sites, upon written agreement of both parties.

If you have any questions, please contact my office.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Warmt", is written over the typed name and title.

JOHN T. WARMT
Director of Purchasing

cc: C. Zeilman, Director of Emergency Services
M. Hartnett, County Attorney
D'Arcy Plummer, County Auditor

PROPOSAL

RS Telecom Inc

(firm name)

agrees to furnish Microwave Radio System

Maintenance to Saratoga County, as called for in specification 22-ESMSM-1

TOTAL BID PRICE – 1ST YEAR..... \$ 92,500.00

TOTAL BID PRICE – 2ND YEAR..... \$ 92,500.00

ADDITIONAL SITE – PER YEAR \$ 5750.00
(cost will be prorated in accordance with contract period)

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

DATE 2 August 2022

SIGNATURE



NAME & TITLE Robert Cornell President

COMPANY RS Telecom Inc

ADDRESS 509 Queensbury Ave

Queensbury, NY 12804

TELEPHONE 802-777-4662

FAX

E-MAIL rstelecom@comcast.net

COUNTY OF SARATOGA
REQUEST FOR BIDS
MICROWAVE RADIO SYSTEM MAINTENANCE
Specification 21-ESMSM-1



Opening August 10, 2021 @ 11:00 a.m.

SARATOGA COUNTY PURCHASING DEPARTMENT
JOHN T. WARMT, DIRECTOR OF PURCHASING
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020

INSTRUCTION TO BIDDERS

1. By these specifications, 21-ESMSM-1 it is the intent of Saratoga County, through its Purchasing Department, to secure a bid for the repair and maintenance of the County's 6.7GHz digital microwave system. Sealed bids will be received until 11:00 a.m. Tuesday, August 10, 2021 at which time bids will be publicly opened and read aloud.
2. Bid must be addressed to the Saratoga County Purchasing, 50 West High Street, Ballston Spa, NY 12020 and must be in a sealed envelope plainly marked – **BID FOR MICROWAVE MAINTENANCE.**
3. The contract period will be from September 1, 2021 through August 31, 2023 with the option of a one (1) year extension at the 2nd year bid price, plus any additional sites, upon written agreement of both parties.
4. Insurance requirements are attached. Signed Indemnity and Insurance Agreement and a copy of your Certificate of Insurance must be returned with your bid.
5. Purchases by Saratoga County are not subject to any sales and federal excise taxes. Saratoga County is also exempt from the Transportation Tax.
6. Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. Each participating entity shall be billed by and make payment directly to the successful bidder. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Saratoga County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.
7. Saratoga County distributes bidding documents through the Empire State Purchasing Group website (<http://www.empirestatebidsystem.com/>) or through the Saratoga County Purchasing Office. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Saratoga County Purchasing Department or from the Empire State Purchasing Group website are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from any other source you are strongly encouraged to obtain an official copy.
8. Bidders must sign and submit, to the Purchasing Department, a Non-collusive Bidding Certificate, a Certificate of Compliance with the Iranian Divestment Act, and a Certificate of Compliance for the Prevention of Sexual Harassment (attached). **ORIGINAL SIGNATURES, NO PHOTOCOPIES ACCEPTED.**
9. Saratoga County will reject any bid that does not have a signed proposal page. **ORIGINAL SIGNATURES, NO PHOTOCOPIES ACCEPTED.**
10. Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause for discontinuing business with the successful bidder.
11. **Saratoga County, through its Purchasing Department, reserves the right to accept any alternate proposal not significantly altering the bid specifications.**

12. Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.
13. All questions regarding this bid should be directed to John T. Warnt, Director of Purchasing, (518) 885-2210.

SPECIFICATION 21-ESMSM-1
Maintenance and Repair of a 6.7 GHz. Digital Microwave System

Saratoga County, through its Purchasing Department, will receive bids from qualified radio maintenance contractors for services related to the maintenance and upkeep of the County's 6.7 & 4.9 GHz. digital microwave radio system that is a critical link in the County's public safety radio system.

Questions related to the technical aspects of this project should be directed to Carl Zeilman, ^{Director}~~Commissioner~~ of Emergency Services at (518) 885-2232.
Management

The successful bidder will maintain the microwave system per the manufacturer's specifications and recommendations and keep the system in good operational order with a minimum of downtime.

Vendor Qualifications

Saratoga County will only entertain proposals from qualified and certified Alcatel Lucent/Nokia and AirMux microwave radio repair vendors.

The contractor must have been in business for a period of at least five (5) years.

The contractor's primary business focus must be for the repair and maintenance of radio microwave systems.

The determination of satisfactory contractor qualifications and the meeting of those qualification requirements shall be at the sole discretion of the County.

General:

Maintenance and repair services shall be defined as and will encompass all repair and required maintenance of the Alcatel Lucent/Nokia/Lucent and AirMux Digital microwave system, its component parts, coax, and antennas. The specification and subsequent contract shall cover all sites that are equipped with the county's Alcatel Lucent/Nokia/Lucent Digital and AirMux microwave system and associated antenna systems.

The sites/items are covered by this bid specification:

- Alcatel Lucent/Nokia/Lucent MDR-800 digital microwave system at the following locations:
 - 9-1-1 Dispatch Site at Sheriff's Department – Milton
 - Jail, outside Sheriff's Department - Milton
 - Saratoga Springs Police Department - Saratoga Springs
 - Luzerne - Luzerne
 - Spruce Mt. – Corinth
 - Providence – Providence
 - Halfmoon – Halfmoon
 - Mt. McGregor - Wilton
 - Stillwater – Stillwater
 - Clifton Park – Clifton Park
 - Lakeview - Town of Day
 - 50 West High Street (Cornell Building) - Ballston Spa
 - Fraker – Edinburg/Northville
 - Colonie Town Hall - Loudonville
- Associated power supplies, MUXs
- Elliptical hard line (Coax) and dishes
- Preventive maintenance checks
- Spare parts inventory control
- Emergency response to outages
- Fiber link and hardware from Milton shelter to Communications Center
- T-1 MUX's as utilized.
- AirMux 4.9 Digital Microwave Equipment located at the Lakeview Site Town of Day
 - Lakeview to Spruce Mt.

Contractor Technical Qualifications:

The contractor shall have the following qualifications:

- The contractor shall have at least one (1) Alcatel Lucent/Nokia certified Level 3 technician with at least two (2) Alcatel Lucent/Nokia Certified level-2 technicians employed at all times during the period of the contract.
- The contractor shall hold a FCC General Radiotelephone Operators License (GROL).
- The contractor shall be supported by Alcatel Lucent/Nokia's Customer Support Assistance Center (CTAC) and repair services in Plano, TX.
- Saratoga County will require evidence of compliance with Alcatel Lucent/Nokia/Lucent digital microwave technician certification by providing the certifications for all level 3 and level 2 technicians.
- The contract shall have at least one (1) technician level employee experienced in the repair, re-calibration and performance of a 4.9 GHz. digital AirMux microwave system.
- The contractor's field service engineers/staff will be on-call on a 24x7x365 days per year basis.

Response Time:

The response times shall be two (2) hours for an emergency condition or 24 hours for a non-emergency condition, from initial page to arrival on site. An emergency condition is defined as a situation where traffic is affected or could be affected should the condition be allowed to remain. Either condition shall be cleared by temporary or permanent means within eight (8) hours after arrival on site and temporary repairs shall be made permanent within 24 hours.

All outages shall be responded to and worked on until the problem has been resolved and acknowledgement of another vendor's responsibility has been established.

Spare Parts Inventory:

The contractor shall be responsible for microwave system parts that have been taken out of service due to a repair issue and returned to Alcatel Lucent/Nokia/Lucent and AirMux for repair or replacement. The contractor shall manage the County's spare parts inventory and keep the County informed as to the status and availability of critical spare parts.

Trouble Report System:

A trouble reporting system will be put into effect by contractor for documenting all maintenance repair actions. A copy of all trouble tickets will be provided to the County and a master file maintained by the contractor and Alcatel Lucent/Nokia.

Routine Maintenance:

Routine maintenance and general activities may be performed during the normal work hours and will include the following:

- a) Weekly preventive maintenance checks of all radio and multiplex systems to monitor specific parameters such as AGC levels, errors, and alarms, etc. This will be accomplished using the dial-in feature of the monitoring system.
- b) Monthly checks of all sites shall be performed and include, but not be limited to, ground based visual inspection of outside plant items, battery, rectifier, radio, multiplexer equipment, equipment, and external alarms. Support equipment inspection and test where applicable.
- c) Annual checks shall consist of all FCC and Manufacturers' recommendations.

The contractor shall supply the County with sample written reports to be provided to the County pursuant to the maintenance contract. The County shall determine if the reports are adequate and the contractor agrees to make changes as required by the County.

PROPOSAL

_____ agrees to furnish Microwave Radio System
(firm name)

Maintenance to Saratoga County, as called for in specification 21-ESMSM-1

TOTAL BID PRICE – 1ST YEAR..... \$ _____

TOTAL BID PRICE – 2ND YEAR..... \$ _____

ADDITIONAL SITE – PER YEAR \$ _____
(cost will be prorated in accordance with contract period)

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

DATE _____

SIGNATURE _____

NAME & TITLE _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

E-MAIL _____

9/24/19



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 196 - 2019

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

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH RS TELECOM, INC. TO PERFORM REPAIR AND MAINTENANCE WORK ON THE COUNTY'S PUBLIC SAFETY MICROWAVE RADIO SYSTEM

WHEREAS, pursuant to Resolution 221-2016, the Saratoga County Board of Supervisors authorized an agreement with RS Telecom, Inc. to provide repair and maintenance services for the microwave portion of the County's Public Safety Radio System for a term of two years commencing October 1, ~~2016~~ ²⁰²², with an option to renew for a term of one year; and

WHEREAS, the County exercised its right to renew the agreement with RS Telecom, Inc. for an additional year, which renewal term will expire on ~~September 30, 2019~~; and

WHEREAS, our Office of Emergency ~~Services~~ ^{Management} and Purchasing Department issued a Request for Bids for preventive maintenance and repair services for the County's Public Safety Microwave Radio System; and

WHEREAS, our Public Safety Committee and the ~~Commissioner~~ ^{Director} of the Office of Emergency ~~Services~~ have recommended that the bid of RS Telecom, Inc., the only bid received, be accepted; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with RS Telecom, Inc. of ~~Shrewsbury, Vermont~~ ^{Saratoga, NY} to provide repair and maintenance services for the microwave portion of the County's Public Safety System for a term of two years commencing October 1, ~~2019~~ ²⁰²² and terminating ~~September 30, 2021~~ ^{August 31, 2024}, with an option to renew for a term of one year, at a cost of ~~\$85,500~~ ^{\$92,500} per year, including the renewal year; plus the following additional costs for any tower sites that are added to the system as follows: i) \$6,000 per year for sites that can be accessed with a four wheel drive vehicle; ii) \$9,000 per year for remote sites that can only be accessed by ATV, snowmobile or hiking; and iii) \$2,500 per year for sites with fiber optic lines (no microwave facilities) that can be accessed with a four wheel drive vehicle; and be it further

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

BUDGET IMPACT STATEMENT: No budget impact.

THIS AGREEMENT, made this *15th* day of *November*, 2019, BY AND BETWEEN,

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

- and -

RS Telecom, Inc., with offices at 813 Ccc Road, Shrewsbury, Vermont 05757
(CONTRACTOR);

WHEREAS, COUNTY solicited bids for Specification 19-ESMSM-1, Maintenance and Repair of a 6.7 GHz. Digital Microwave System for the County's Emergency Services Department; and

WHEREAS, a contract for said maintenance and repair services was awarded by the Saratoga County Board of Supervisors to CONTRACTOR, the only bidder on the contract, pursuant to Resolution #196-2019;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR'S bid dated July 29, 2019, which is attached hereto and incorporated herein, for the provision to COUNTY of repair and maintenance services for the microwave portion of the COUNTY's Public Safety System for a term of two years commencing October 1, 2019 and terminating September 30, 2021, with an option to renew for a term of one year, at a cost of \$85,500 per year, including the renewal year; plus the following additional costs for any tower sites that are added to the system as follows: i) \$6,000 per year for sites that can be accessed with a four wheel drive vehicle; ii) \$9,000 per year for remote sites that can only be accessed by ATV, snowmobile or hiking; and iii) \$2,500 per year for sites with fiber optic lines (no microwave facilities) that can be accessed with a four wheel drive vehicle, is hereby accepted by COUNTY.

2. CONTRACTOR'S bid dated July 29, 2019, all attachments thereto, and COUNTY'S Specification 19-ESMSM-1, together with this Agreement, shall constitute a contract between COUNTY and CONTRACTOR for said microwave radio system maintenance.

3. The CONTRACTOR shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The CONTRACTOR and the COUNTY agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.

4. The CONTRACTOR shall not employ any COUNTY official or employee in connection herewith and shall adhere to the COUNTY's Code of Ethics.

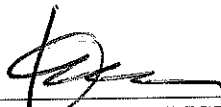
5. The CONTRACTOR shall not assign or transfer any interest herein without prior written COUNTY approval.

6. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party at the party's address stated herein.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

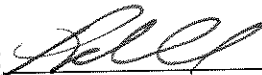
COUNTY OF SARATOGA

Date 11/1/19

By: 
KEVIN J. TOLLISEN, Chairman
Board of Supervisors
Per Resolution # 196-2019

RS Telecom, Inc.

Date 10-4-19

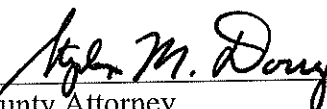
By: 

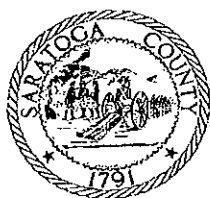
Name Robert Cornell

Title President

Federal I.D. # 300735512

APPROVED:


County Attorney



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 196 - 2019

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

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH RS TELECOM, INC. TO PERFORM REPAIR AND MAINTENANCE WORK ON THE COUNTY'S PUBLIC SAFETY MICROWAVE RADIO SYSTEM

WHEREAS, pursuant to Resolution 221-2016, the Saratoga County Board of Supervisors authorized an agreement with RS Telecom, Inc. to provide repair and maintenance services for the microwave portion of the County's Public Safety Radio System for a term of two years commencing October 1, 2016, with an option to renew for a term of one year; and

WHEREAS, the County exercised its right to renew the agreement with RS Telecom, Inc. for an additional year, which renewal term will expire on September 30, 2019; and

WHEREAS, our Office of Emergency Services and Purchasing Department issued a Request for Bids for preventive maintenance and repair services for the County's Public Safety Microwave Radio System; and

WHEREAS, our Public Safety Committee and the Commissioner of the Office of Emergency Services have recommended that the bid of RS Telecom, Inc., the only bid received, be accepted; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with RS Telecom, Inc. of Shrewsbury, Vermont to provide repair and maintenance services for the microwave portion of the County's Public Safety System for a term of two years commencing October 1, 2019 and terminating September 30, 2021, with an option to renew for a term of one year, at a cost of \$85,500 per year, including the renewal year; plus the following additional costs for any tower sites that are added to the system as follows: i) \$6,000 per year for sites that can be accessed with a four wheel drive vehicle; ii) \$9,000 per year for remote sites that can only be accessed by ATV, snowmobile or hiking; and iii) \$2,500 per year for sites with fiber optic lines (no microwave facilities) that can be accessed with a four wheel drive vehicle; and be it further

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

BUDGET IMPACT STATEMENT: No budget impact.



JOHN T. WARMT
Director

SARATOGA COUNTY PURCHASING DEPARTMENT

Central Stores ~ Central Printing ~ Central Mail
50 WEST HIGH STREET * BALLSTON SPA, NY 12020
Telephone: (518) 885-2210
Fax: (518) 885-2220

August 8, 2019

Robert Cornell, President
RS Telecom, Inc.
833 CCC Road
Shrewsbury, VT 05738

Dear Mr. Cornell:

This is to inform you that your Company has been awarded the bid to furnish Microwave Radio System Maintenance to Saratoga County, as per specification 19-ESMSM-1, pending receipt of your Certificate of Insurance and the execution of a Contract.

The contract period begins September 1, 2019 and ends on August 31, 2021, with the option of a one (1) year extension at the 2nd year bid price, plus any additional sites, upon written agreement of both parties.

If you have any questions, please contact my office.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John T. Warmt".
JOHN T. WARMT
Director of Purchasing

cc: C. Zeilman, Director of Emergency Services
C. Schall, County Auditor

PROPOSAL

RS TELECOM INC agrees to furnish Microwave Radio System
(firm name)

Maintenance to Saratoga County, as called for in specification 19-ESMSM-1.

TOTAL BID PRICE - 1ST YEAR..... \$ 85,500⁰⁰/_{xx}

TOTAL BID PRICE - 2ND YEAR..... \$ 85,500⁰⁰/_{xx}

ADDITIONAL SITE - PER YEAR Drive up Remove Access
6,000⁰⁰/_{xx} \$ 9,000⁰⁰/_{xx}
(cost will be prorated in accordance with contract period)

2,500⁰⁰/_{xx} Fiber no microwave
drive up

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

DATE 7-29-2019

SIGNATURE Roll

NAME & TITLE Robert Cornell

COMPANY RS Telecom Inc

ADDRESS 813 LLC Road

Shrewsbury Vt 05738

TELEPHONE 802-777-4662

FAX _____

E-MAIL RS TELECOM@Comcast.net

VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name RS TELECOM INC

Address 813 CCC Rd Shrewsbury, VT 05738

Business Type (Sole Proprietorship, Corporation, LLC, etc.) CORP

Is your business a Disadvantaged Business Enterprise (DBE)? Yes ☒ No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes ☒ No

Does your business have a small business status? Yes ☒ No

Any other business status, please provide information: _____

Provide the name of the Certifying Entity (ties): Vermont Secretary of State

Have you conducted business with the County before? ☒ Yes ☐ No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN #: 30 0235512

How did you discover this Bid opportunity? Peer provider

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes ☒ No

If Yes, do you find it useful (explain) or if No, why? _____

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.

Vendor Information

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

I hereby affirm under the penalties of perjury that the foregoing statements are true.

Dated: 30 July, 2019.

[Signature]
Signature

President
Title

STATE OF Vermont)
COUNTY OF Rutland) ss:

Subscribed to and sworn before me this 30 day of July, 2019,
by Robert Cornell (name of signer)
Notary Public State of Vermont
No. 157.0005850
Commission Expires 1-31-21

[Signature]
Notary Public

Re: Microwave Radio System

Robert Cornell RSTelecom Inc <rstelecom@comcast.net>

Thu 8/8/2019 8:18 AM

To: John Warnt <jwarnt@saratogacountyny.gov>;

Cc: Cyndy Perry <cperry@saratogacountyny.gov>;

John,

I am in agreement to the two (2) year contract with a one (1) year extension at the second year price.

Regards,
Robert Cornell
President
RS Telecom Inc
802-777-4662

On August 7, 2019 at 11:47 AM John Warnt <jwarnt@saratogacountyny.gov> wrote:

Robert:

While preparing the award letter for the Microwave Radio System Maintenance bid we found a typo on the Instructions to Bidders page. The bid was intended for a two (2) year contract with a one (1) year extension at the second year price while our Instructions to Bidders page indicates a one (1) year contract. Please respond to this email with your approval/agreement to the two (2) year contract with a one (1) year extension at the second year price.

Thank you.

John Warnt
Director of Purchasing
Saratoga County
50 West High St
Ballston Spa, New York 12020
518-885-2210
(F) 518-885-2220

jwarnt@saratogacountyny.gov

This electronic mail message contains CONFIDENTIAL INFORMATION which may be LEGALLY PRIVILEGED and which is intended only for the use of the addressee named. If you are not the intended recipient of this email or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any reliance upon or dissemination or copying of this email is prohibited. If you have received this email in error, please notify us by telephone immediately and delete the original. Thank you.

INDEMNITY AND INSURANCE AGREEMENT

*** (BID RESPONSE FORM) ***

IT IS HEREBY AGREED by RS TELECOM INC, the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. Saratoga County must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney.

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

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

Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

HOLD HARMLESS

The CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this 29 day of July 2019.

SIGNATURE

NAME & TITLE



Robert Connell

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- ☒ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 30 July, 2019.

STATE OF Vermont)
COUNTY OF Rutland) ss.:

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.



Signature

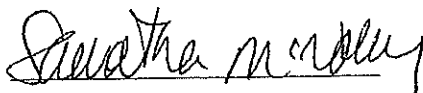
Roberto Cornell

Printed Name

President

Title

Subscribed and sworn to before me this 30
day of July, 2019.



Samantha McNally

SAMANTHA MCNALLY
Notary Public State of Vermont
No. 157.0005850
Commission Expires 1-31-21

**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

- ☐ By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
- ☒ I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: Small Business

Dated: 28 July, 2019.

STATE OF Vermont,
COUNTY OF Rutland ss:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.



Signature

Roberta Currie

Printed Name

President

Title

Subscribed and sworn to before me this 30
day of July, 2019.


Notary Public

SAMANTHA MCNALLY
Notary Public State of Vermont
No. 157.0005850

Commission Expires 1-31-21

SPECIFICATION 19-ESMSM-1
Maintenance and Repair of a 6.7 GHz. Digital Microwave System

Saratoga County, through its Purchasing Department, will receive bids from qualified radio maintenance contractors for services related to the maintenance and upkeep of the County's 6.7 & 4.9 GHz. digital microwave radio system that is a critical link in the County's public safety radio system.

Questions related to the technical aspects of this project should be directed to Carl Zeilman, Commissioner of Emergency Services at (518) 885-2232.

The successful bidder will maintain the microwave system per the manufacturer's specifications and recommendations and keep the system in good operational order with a minimum of downtime.

Vendor Qualifications

Saratoga County will only entertain proposals from qualified and certified Alcatel Lucent/Nokia and AirMux microwave radio repair vendors.

The contractor must have been in business for a period of at least five (5) years.

The contractor's primary business focus must be for the repair and maintenance of radio microwave systems.

The determination of satisfactory contractor qualifications and the meeting of those qualification requirements shall be at the sole discretion of the County.

General:

Maintenance and repair services shall be defined as and will encompass all repair and required maintenance of the Alcatel Lucent/Nokia/Lucent and AirMux Digital microwave system, its component parts, coax, and antennas. The specification and subsequent contract shall cover all sites that are equipped with the county's Alcatel Lucent/Nokia/Lucent Digital and AirMux microwave system and associated antenna systems.

The sites/items are covered by this bid specification:

- Alcatel Lucent/Nokia/Lucent MDR-800 digital microwave system at the following locations:
 - 9-1-1 Dispatch Site at Sheriff's Department - Milton 2.5
 - Jail, outside Sheriff's Department - Milton 2.5 6
 - Saratoga Springs Police Department - Saratoga Springs 6
 - Luzerne - Luzerne 2.5
 - Spruce Mt. - Corinth 9
 - Providence - Providence 6
 - Halfmoon - Halfmoon 6
 - Mt. McGregor - Wilton 6
 - Stillwater - Stillwater 6
 - Clifton Park - Clifton Park 6
 - Lakeview - Town of Day 6
 - 25 West High Street (Main Complex) - Ballston Spa 6
 - 50 West High Street (Cornell Building) - Ballston Spa 2.5
 - Fraker - Edinburg/Northville 9
 - Colonie Town Hall - Loudonville 6
- Associated power supplies, MUXs
- Elliptical hard line (Coax) and dishes
- Preventive maintenance checks
- Spare parts inventory control
- Emergency response to outages
- Fiber link and hardware from Milton shelter to Communications Center
- T-1 MUX's as utilized.
- AirMux 4.9 Digital Microwave Equipment located at the Lakeview Site Town of Day
 - Lakeview to Spruce Mt.



RSTELEC-01

SANDRAGUERTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NFP Property & Casualty Services, Inc.
54 Woodstock Avenue
Rutland, VT 05701

CONTACT
NAME:
PHONE
(A/C, No, Ext): (802) 775-4443 FAX
(A/C, No): (802) 773-6372
E-MAIL
ADDRESS:

INSURED

RS Telecom Inc./Robert Cornell
PO Box 1036
Middletown Springs, VT 05757

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Twin City Fire Insurance Company	29459
INSURER B: United Financial Casualty Company	11770
INSURER C: Hartford - Rated Multiple Companies	00914
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		04SBMAB5799	8/23/2019	8/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			00647726-0	4/26/2019	4/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	04WECEL1088	10/31/2018	10/31/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Section 3A States: VT, NY Members/Owners Excluded: Robert Cornel

County of Saratoga is named Additional insured as respects to General Liability so long as a written contract or agreement to such exists with the named insured prior to a loss.

CERTIFICATE HOLDER

County of Saratoga
40 McMaster Street
Ballston Spa, NY 12020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



RSTELEC-01

GAYATHRIGUNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 54 Woodstock Avenue Rutland, VT 05701	CONTACT NAME: Sandra Guertin	
	PHONE (A/C, No, Ext): (802) 417-3118	FAX (A/C, No): (802) 773-6372
INSURED RS Telecom Inc./Robert Cornell 813 CCC Rd Shrewsbury, VT 05738	E-MAIL ADDRESS: sandy.guertin@nfp.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Twin City Fire Insurance Company	
	INSURER B: United Financial Casualty Company	
	INSURER C: Hartford - Rated Multiple Companies	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		04SBMAB5799	8/23/2019	8/23/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			00647726-0	4/26/2019	4/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	04WECEL1088	10/31/2019	10/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Section 3A State: VT NY

Members/Owners Excluded: Robert Cornell

County of Saratoga is named Additional Insured as respects to General Liability so long as a written contract or agreement to such exists with the named insured prior to a loss.

CERTIFICATE HOLDER

CANCELLATION

County of Saratoga
40 McMaster Street
Ballston Spa, NY 12020

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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: 08/25/2022

COMMITTEE: Public Safety

RE: Domestic Violence Awareness Month

1. Is a Resolution Required:

Yes, Proclamation/Honorary Resolution

2. Proposed Resolution Title:

Proclaiming October 2022 As "Domestic Violence Awareness Month" in Saratoga County

3. Specific Details on what the resolution will authorize:

A Board resolution proclaiming October as "Domestic Violence Awareness Month".

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

- a. G/L line impacted
- b. Budget year impacted
- 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

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

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:

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:

RESOLUTION - 2022

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

PROCLAIMING OCTOBER AS "DOMESTIC VIOLENCE AWARENESS MONTH" IN SARATOGA COUNTY

WHEREAS, each year October is recognized nationally as “Domestic Violence Awareness Month”; and

WHEREAS, each year more than 10 million adults experience domestic violence; and

WHEREAS, on a typical day, domestic violence hotlines nationwide receive over 19,000 calls; and

WHEREAS, calls increased nearly 45% to the New York State Hotline during the Covid-19 pandemic; and

WHEREAS, domestic violence occurs in every community and affects everyone regardless of age, socio-economic status, sexual orientation, gender, race, religion or nationality; and

WHEREAS, physical violence is often accompanied by emotionally abusive and controlling behavior, as part of a larger systematic pattern of control; and

WHEREAS, domestic violence can result in physical injury, psychological trauma and even death; and

WHEREAS, the devastating consequences of domestic violence can cross generations and last a lifetime; and

WHEREAS, the prevalence of domestic violence is such that everyone knows someone impacted by domestic violence; and

WHEREAS, domestic violence costs billions of dollars in our country annually in expenses for such things as lost work days, physical injuries and property damage; and

WHEREAS, our Sheriff’s Office, District Attorney’s Office and Department of Social Services, in conjunction with many other local agencies, work hard to prevent domestic violence and assist the victims; and

WHEREAS, heightened public awareness of issues surrounding domestic violence is an effective tool to combat this serious problem; now, therefore, be it

RESOLVED, that the Saratoga County Board of Supervisors, and Theodore T. Kusnierz, Chairman, hereby proclaim the month of October, 2022 as "Domestic Violence Awareness Month" in Saratoga County and urge all of our citizens to support and participate in on-going programs designed for the reduction and elimination of domestic violence; and be it further

RESOLVED, that the Clerk to the Board of Supervisors forward a copy of this resolution to Wellspring, 2816 U.S. 9, Malta, NY 12020 and Mechanicville Domestic Violence Advocacy Program, 6 South Main Street, Mechanicville, New York 12118.

BUDGET IMPACT STATEMENT: No Budget impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
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: 08/26/22

COMMITTEE: Public Safety

RE: Amendment to resolution 191-2022

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

AMENDING RESOLUTION 191-2022 AUTHORIZING A RENEWAL AGREEMENT WITH LEXIPOL, LLC TO PROVIDE THE SHERIFF'S OFFICE WITH SPECIALIZED SOFTWARE AND MANAGEMENT SERVICES FOR POLICY DEVELOPMENT, ACCREDITATION AND TRAINING

3. Specific Details on what the resolution will authorize:

This resolution will authorize an amendment to Resolution 191-2022 to adjust the expiration, effective and renewal dates of the contract and to correct a twenty cent typographical error in the year 1 cost.

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.30.000.8514	Publications	\$0.20

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.30.000.8514
- b. Budget year impacted 2022
- c. Details
twenty cent adjustment to the contractual amount

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

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:

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:

This resolution will correct several inconsistencies and a typographical error between the original resolution and proposed contract relative to current expiration and renewal dates. Other than a twenty cent increase in year 1, there are no changes to the actual contract that was authorized by Resolution 191-2022.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XXX - 2022

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

AMENDING RESOLUTION 191-2022 AUTHORIZING A RENEWAL 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 continued 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 154-2021, this Board authorized a one-year agreement with Lexipol, LLC for specialized software and management services for policy development, accreditation, and training development, and such agreement will expire in ~~July~~ June 2022; and

WHEREAS, our Public Safety Committee and the Sheriff have recommended that a renewal agreement 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~~ \$37,176.75 for the term of ~~August~~ June 1, 2022 through May 31, 2023; \$40,927.44 for the term of June 1, 2023 through May 31, 2024; and \$42,359.90 for the term of June 1, 2024 through May 31, 2025; and with an optional renewal provision for two additional one-year terms at a cost of: \$28,098.71 for the term of June 1, 2025 through May 31, 2026; and \$29,082.16 for the term of June 1, ~~2025~~ 2026 through May 31, 2027; now, therefore, be it

RESOLVED, that the Chair of the Board is 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~~ \$37,176.75 for the term of ~~August~~ June 1, 2022 through May 31, 2023; \$40,927.44 for the term of June 1, 2023 through May 31, 2024; and \$42,359.90 for the term of June 1, 2024 through May 31, 2025; and with an optional renewal provision for two additional one-year terms at a cost of: \$43,842.50 for the term of June 1, 2025 through May 31, 2026; and \$45,376.98 for the term of June 1, ~~2025~~ 2026 through May 31, 2027; and it is further

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

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department Budget.

~~June 21, 2022 Regular Meeting~~

~~Motion to Adopt by Supervisor Hammond, Seconded by Supervisor Lant~~

~~AYES (230267): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819) Jean Raymond (1333), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Thomas Richardson (5163), Theodore Kusnierz (16202), Sandra Winney (2075), Thomas N. Wood, III (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lawler (8208), John Lant (17361)~~

~~NOES (0):~~

~~ABSENT (5242): Willard H. Peek (5242)~~



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: 08/25/22

COMMITTEE: Public Safety

RE: Recognizing Sheriffs' Week in Saratoga County



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

1. Is a Resolution Required:

Yes, Proclamation/Honorary Resolution 

2. Proposed Resolution Title:

Proclaiming September 18 through September 24, 2022 as Sheriffs' Week in Saratoga County

3. Specific Details on what the resolution will authorize:

This resolution will authorize a proclamation recognizing the week of September 18 through 24, 2022 as Sheriffs' Week in Saratoga County.

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:

--

- a. G/L line impacted
- b. Budget year impacted
- 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

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

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:

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 draft resolution language attached

10. Remarks:

Each September, New York's Sheriffs participate in Sheriffs' Week, a week-long event that celebrates the significant contributions made by the Office of Sheriff (the highest-ranking law enforcement officer in their respective county) in county government and in the statewide criminal justice system.

Fifty-five of New York's 58 sheriffs are elected officials, accountable to the citizen voter every 4 years and responsible for the complex operations of a sheriff's office, which can include criminal law enforcement, traffic patrol, emergency rescue operations, homeland security programs, SWAT operations, civil emergency response, jail operations, correctional alternative management, courtroom security, and civil litigation process. The sheriff also takes an active role in community crime prevention efforts, victims' assistance programs, and drug awareness education.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XXX - 2022

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

Proclaiming September 18 through September 24, 2022 as Sheriffs' Week in Saratoga County

WHEREAS, the Office of Sheriff has been an integral part of the criminal justice system in New York State and in Saratoga County throughout our history, having been established in the State's first Constitution in 1777 and continued in every succeeding Constitution, and having been one of our original Constitutional offices upon the founding of our County in 1791 first held by Sheriff Jacob Fort Jr. of Halfmoon; and

WHEREAS, despite changes in its function, status and powers during its long history, the Office of Sheriff has maintained a continuous existence, preserved its distinguishing heritage, and continued to be an essential component of our criminal justice community; and

WHEREAS, the Office of Sheriff has evolved into a modern, professional, full-service law enforcement agency, manned by fully trained police officers, using state-of-the-art technology and applying the latest and most advanced theories and practices in the criminal justice field; and

WHEREAS, the Office of Sheriff is unique in the community, and the duties of the Office go far beyond the traditional role of "Keeper of the Peace," and extend into many facets of public service, including maintaining the county jail, providing security in our courts, dispatching emergency services, and serving and executing civil process for our courts; and

WHEREAS, as a constitutionally empowered Office directly responsible to the People, the ancient Office of Sheriff remains, even today, responsive and accountable to the public it serves; and

WHEREAS, it is fitting to celebrate the historical contributions of the Office of Sheriff and the significant role that the Sheriffs play in our modern criminal justice system,

NOW THEREFORE, we, the County of Saratoga Board of Supervisors do recognize the important services provided to the citizens of this County by Sheriff Michael H. Zurlo and the members of the Sheriff's Office, and do hereby proclaim September 18 to 24, 2022 to be Sheriffs' Week in Saratoga County.

BUDGET IMPACT STATEMENT: No Budget Impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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



DATE: 08/31/22

COMMITTEE: Public Safety



RE: Authorizing the Execution of an Intermunicipal Memorandum of Understanding For Regional Assigned Counsel Program Collaboration

1. Is a Resolution Required:

Yes, Other



2. Proposed Resolution Title:

Authorizing Execution of A Memorandum of Understanding With Albany, Schenectady and Warren Counties

3. Specific Details on what the resolution will authorize:

Authorizing the Saratoga County ACP to partner with the Albany, Schenectady and Warren County Assigned Counsel Programs in providing training and developmental resource programs to assigned counsel program attorneys for a term commencing October 1, 2022 and terminating April 1, 2024.

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



- a. G/L line impacted
- b. Budget year impacted
- 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

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

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:

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 Copy of Proposed MOU, Copy of Warren County BOS Resolution, Copy of Albany County Resolution,

10. Remarks:
Please See Attached Background/Justification

Agenda Item Request Form Addendum

10. Remarks:

Background/Justification.

Each county in the proposed collaboration receives State funding through the NYS Office of Indigent Legal Services specifically budgeted for the training of assigned counsel panel attorneys and for the implementation of a resource attorney program to support the panel attorneys. Many of the attorneys who serve on the panel in Saratoga County also participate on the assigned counsel panels in Albany, Schenectady and/or Warren Counties. Because of this overlap, the ACP administrators from each of these counties believe that we can maximize the ILS funding by working together and by pooling resources to provide the training and developmental resource programs on a regional level. The proposed MOU would allow the assigned counsel programs to collaborate without the need for legislative approval each time they share resources.

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE COUNTY OF ALBANY, THE COUNTY OF SARATOGA,
THE COUNTY OF SCHENECTADY, AND THE COUNTY OF WARREN
ESTABLISHING PARAMETERS FOR ASSIGNED COUNSEL PROGRAM COLLABORATION IN
IMPROVING INDIGENT DEFENSE SERVICES IN THE CAPITAL REGION

This Memorandum of Understanding ("MOU"), made as of this _____ of 2022, by and between the **County of Albany**, having its principal office located at 112 State Street, Albany, New York 12207 (hereinafter "Albany"), the **County of Saratoga**, having its principal office at 40 McMaster Street, Ballston Spa, New York 12020 (hereinafter "Saratoga"), and the **County of Schenectady**, having its principal office located at 620 State Street, Schenectady, New York 12305 (hereinafter "Schenectady"), and the **County of Warren**, having its principal office located at 1340 State Route 9 Lake George, NY 12845. Albany, Saratoga, and Schenectady may be referred to individually as a "[P]arty," and collectively as the "[p]arties" as appropriate.

WHEREAS, the right of individuals to have competent, effective representation in criminal prosecutions and certain family court proceedings has long been established in the State of New York; and

WHEREAS, the responsibility for providing the necessary resources to provide these services has traditionally been left as a responsibility of County governments in the State of New York; and

WHEREAS, the State of New York, through the New York State Office of Indigent Legal Services ("ILS"), has agreed to provide significant grant resources to local governments in order to improve the quality of indigent defense statewide (hereinafter the "ILS Funding"), and

WHEREAS, the Parties have each signed a separate Agreement with the State of New York in which they receive financial support to improve indigent defense services while meeting specific programmatic and financial benchmarks; and

WHEREAS, each of the Parties possesses an Assigned Counsel Program, which is required under to provide such programs to their attorneys via the ILS Funding; and

WHEREAS, the Parties' Assigned Counsel Programs wish to collaborate with one another on various training, education, and resource programs on an as-needed basis,

Therefore, it is agreed by the parties signing below that:

- I. The above-mentioned county Assigned Counsel Programs shall collaborate to provide training programs, continued legal education (CLE) programs, and resource programs to the panel members of each County's Assigned Counsel Program.
- II. That, upon the execution of an Amendment to this Memorandum of Understanding, other assigned counsel programs throughout the Capitol Region may join this collaboration.
- III. That this collaboration will be dedicated solely to the provision of attorney training programs, continued legal education programs, and resource programs and shall only utilize funds allocated by their respective budgets for these purposes.

IV. That the Parties, by mutual agreement, agree to allocate either financial resources or equivalent services to provide these programs to fulfill their grant responsibilities for ILS Funding. Programs employed in the pursuit of this objective would incorporate this MOU by reference, and be subject to the normal fiscal processes required by their respective State and County budgetary processes.

IN WITNESS HEREOF, each of the Parties has duly signed this Memorandum of Understanding on the dates written below:

County of Albany Representative _____ Date _____

County of Saratoga Representative _____ Date _____

County of Schenectady Representative _____ Date _____

W. B. M. [Signature] _____ 7/15/22
County of Warren Representative _____ Date _____

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2022, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the ____ day of _____, 2022, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the ____ day of _____, 2022, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF Warren) SS.:

On the 15 day of July, 2022, before me, the undersigned, personally appeared Kevin B. Pieraghty, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary T. Slemmer
NOTARY PUBLIC

MARY T. SLEMMER
Notary Public, State of New York
Saratoga Co. #01SL6076181
Commission Expires June 24, 2026

Approved as to Form

[Signature] 7/14/22
Warren County Attorney

Warren County Board of Supervisors

RESOLUTION No. 326 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, BRAYMER, SEEGER, DICKINSON, DRISCOLL, MCDEVITT AND DIAMOND

AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH ALBANY, SARATOGA AND SCHENECTADY COUNTIES FOR ASSIGNED COUNSEL PROGRAM COLLABORATION IN IMPROVING INDIGENT DEFENSE SERVICES IN THE CAPITAL REGION

WHEREAS, the Assigned Counsel Administrator has requested that Warren County enter into a memorandum of understanding with Albany, Saratoga and Schenectady Counties for Assigned Counsel Program collaboration in improving indigent defense services in the Capital Region, with all costs to be covered by New York State Office of Indigent Legal Services grant funding, for a term commencing April 1, 2022 and terminating April 1, 2024, and

WHEREAS, the Assigned Counsel Administrator has indicated that the aforementioned memorandum of understanding would allow the Assigned Counsel Program to partner with the Albany, Saratoga and Schenectady County Assigned Counsel Programs in providing training and developmental resource programs to Assigned Counsel Program attorneys, and

WHEREAS, the Criminal Justice & Public Safety Committee has approved this request, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute a memorandum of understanding with Albany, Saratoga and Schenectady Counties for Assigned Counsel Program collaboration in improving indigent defense services in the Capital Region, with all costs to be covered by New York State Office of Indigent Legal Services grant funding, for a term commencing April 1, 2022 and terminating April 1, 2024, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds for this memorandum of understanding shall be expended from Budget Code A.1170 437 Legal Defense-Indigents, Consulting Fees, and A.1170 444, Legal Defense-Indigents, Travel/Education/Conference.

RESOLUTION NO. 119

AUTHORIZING AN INTERMUNICIPAL AGREEMENT REGARDING
REGIONAL ASSIGNED COUNSEL PROGRAM COLLABORATION

Introduced: 4/11/22

By Law Committee:

WHEREAS, The Administrator of the Assigned Counsel Program has requested authorization to enter into an intermunicipal agreement regarding regional assigned counsel program collaboration for the term commencing April 1, 2022 and ending April 1, 2024, and

WHEREAS, The Administrator has indicated that the aforementioned agreement would allow the Assigned Counsel Program to partner with the Saratoga, Schenectady, and Warren County Assigned Counsel Programs in providing training and developmental resource programs to assigned counsel program attorneys, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an intermunicipal agreement regarding regional assigned counsel program collaboration for the term commencing April 1, 2022 and ending April 1, 2024, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

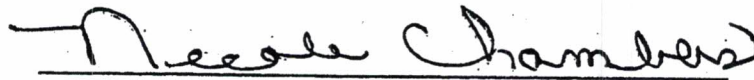
Adopted by unanimous vote - 4/11/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 11th day of April, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the
official seal of the County Legislature this 13th day of April, 2022.


Clerk, Albany County Legislature

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 1350200 CONTRACT NUMBER: CSTWIDEHH39 CONTRACT TYPE: <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Saratoga, County of	TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Statewide Expansion of Hurrell-Harring
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: Saratoga County Office of the Public Defender 40 McMaster Street Ballston Spa, NY 12020 CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address Saratoga County Administrator's Office 40 McMaster Street Ballston Spa, NY 12020 CONTRACTOR MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 410100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: Exemption Status/Code: <input type="checkbox"/> Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: April 1, 2018 To: March 31, 2023</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM:</p> <p>From: _____ To: _____</p> <p>AMENDED PERIOD:</p> <p>From: _____ To: _____</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount):</p> <p>CURRENT: \$7,110,185.25</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p> <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>
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FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- ☐ Attachment A:
 ☐ A-1 Program-Specific Terms and Conditions
☐ A-2 Federally Funded Grants and Requirement Mandated by Federal Laws
- ☒ Attachment B:
 ☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4-Net Deficit Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment)
- ☒ Attachment C: Work Plan
- ☐ Attachment D: Payment and Reporting Schedule
- ☐ Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

County of Saratoga

By: Theodore J. Kushner, Jr.

Theodore T. Kushner, Jr.

Printed Name

Title: Chairman, Board of Supervisors

Date: 5-12-22

Per Res# 132-219

STATE AGENCY:

NYS Office of Indigent Legal Services

By: Patricia J. Warth

Patricia J. Warth

Printed Name

Title: Director - Office of Indigent Legal Services

Date: 04/29/2022

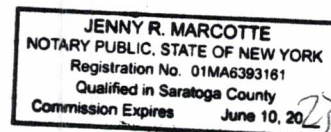
STATE OF NEW YORK

County of Saratoga

On the 12th day of May, 2022, before me personally appeared Theodore T. Kushner, Jr., to me known, who being by me duly sworn, did depose and say that he/she resides at Moreau, NY, that he/she is the Chairman of the Board of Supervisors, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) Jenny R. Marcotte

APPROVED 5/9/22
Jul 7
SARATOGA COUNTY ATTORNEY



ATTORNEY GENERAL'S SIGNATURE

N/A

Printed Name

Title:

Date:

STATE COMPTROLLER'S SIGNATURE

N/A

Printed Name

Title:

Date:

Contract Number: CSTWIDEHH39

Page 3 of 3

Master Grant Contract, Face Page

5/21/19



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 132 - 2019

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

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES TO ACCEPT A \$7,110,185.25 GRANT PURSUANT TO THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT

WHEREAS, as part of its efforts to expand the quality of indigent public defense services beyond the five counties named as defendants in the class action lawsuit "Hurrell-Harring, et. al v. State of New York, et. al", , the New York State Office of Indigent Legal Services is offering State funding to counties that submit applications detailing specific plans for the improvement of public defense services; and

WHEREAS, the New York State Office of Indigent Legal Services has awarded grant funds to Saratoga County and the County Public Defender's Office in the amount of \$7,110,185.25 for the grant period from April 1, 2018 through March 31, 2023 to support the continued improvement of the quality of indigent legal services provided by the County pursuant to County Law Article 18-B; and

WHEREAS, the Saratoga County Public Defender proposes to initially use a portion of said grant funds in 2019 to hire additional staff to include two (2) full time Assistant Public Defenders, a Legal Assistant, and an Assigned Counsel Administrator/Data Officer, and to retain the services of additional Article 18-B attorneys to represent indigent clients at first arraignment; and

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

RESOLVED, that the Chair of the Board is authorized to execute all necessary documents with the New York State Office of Indigent Legal Services for the acceptance of a \$7,110,185.25 grant pursuant to the Statewide Expansion of the Hurrell-Harring Settlement for improving the quality of indigent legal services in Saratoga County for the grant period April 1, 2018 through March 31, 2023; with the form and content of such documents to be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. 100% State Aid.

ATTACHMENT B-1

BUDGET

**Office of Indigent Legal Services
STATEWIDE EXPANSION OF HURRELL-HARRING
April 1, 2018 - March 31, 2023**

COUNTY OF SARATOGA

Total Contract Amount: \$7,110,185.25

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
PUBLIC DEFENDER'S OFFICE					
CASELOAD RELIEF					
Personnel:					
(2) Assistant Public Defenders (FT) - Salary	\$172,000.00	\$180,000.00	\$181,965.60	\$193,800.00	
(2) Assistant Public Defenders (FT) - Fringe @ 58.14%	\$100,000.00	\$104,652.00	\$105,794.80	\$0.00	
Legal Assistant (FT) - Salary	\$40,000.00	\$0.00	\$0.00	\$0.00	
Legal Assistant (FT) - Fringe	\$24,000.00	\$0.00	\$0.00	\$0.00	
(2) Assistant Public Defenders (FT) - Salary	\$0.00	\$180,000.00	\$138,325.37	\$193,800.00	
(2) Assistant Public Defenders (FT) - Fringe	\$0.00	\$104,652.00	\$83,343.95	\$0.00	
(1) Assistant Public Defender (FT) - Salary	\$0.00	\$0.00	\$45,768.39	\$96,448.00	
(1) Assistant Public Defender (FT) - Fringe	\$0.00	\$0.00	\$26,609.74	\$0.00	
Social Worker (FT) - Salary	\$0.00	\$0.00	\$34,248.80	\$42,386.00	
Social Worker (FT) - Fringe	\$0.00	\$0.00	\$39,988.38	\$0.00	
(2) Assistant Public Defenders (FT) - Salary	\$0.00	\$0.00	\$0.00	\$86,535.87	
Fringe for the above positions	\$0.00	\$0.00	\$0.00	\$353,432.67	
Subtotal Personnel	\$336,000.00	\$569,304.00	\$656,045.03	\$966,402.54	\$0.00
OTPS:					
CLEs/Trainings/Hosting Trainings	\$0.00	\$0.00	\$0.00	\$20,000.00	
Supplies/Legal Reference Materials/Books/ Subscriptions	\$0.00	\$0.00	\$0.00	\$10,000.00	
Subtotal OTPS	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00
Caseload Relief - Subtotal	\$336,000.00	\$569,304.00	\$656,045.03	\$996,402.54	\$0.00
QUALITY IMPROVEMENT					
Contracted/Consultant:					
Investigators/Experts/Interpreters/ Social Workers/Transcription Services	\$0.00	\$30,000.00	\$66,191.45	\$50,000.00	
Appellate Consultation Services @ \$75/hour	\$0.00	\$0.00	\$20,000.00	\$20,000.00	
Subtotal Contracted/Consultant	\$0.00	\$30,000.00	\$86,191.45	\$70,000.00	\$0.00
OTPS:					
Office Furniture/Equipment & Technology Upgrades	\$0.00	\$0.00	\$3,000.00	\$10,000.00	
Subtotal OTPS	\$0.00	\$0.00	\$3,000.00	\$10,000.00	\$0.00

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
Quality Improvement - Subtotal	\$0.00	\$30,000.00	\$89,191.45	\$80,000.00	\$0.00
COUNSEL AT FIRST APPEARANCE					
Personnel/Contracted/Consultant/OTPS:	\$0.00	\$0.00	\$0.00	\$0.00	
Counsel at First Appearance - Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PUBLIC DEFENDER'S OFFICE - TOTAL	\$336,000.00	\$599,304.00	\$745,236.48	\$1,076,402.54	\$0.00

CONFLICT DEFENDER'S OFFICE**CASELOAD RELIEF****Personnel:**

Administrative Secretary/Assistant	\$31,512.35	\$23,634.26	\$0.00	\$0.00	
Conflict Defender (FT) - Salary	\$0.00	\$49,770.00	\$99,539.00	\$110,856.00	
Conflict Defender (FT) - Fringe	\$0.00	\$29,862.00	\$59,723.00	\$70,000.00	
Assistant Conflict Defender (FT) - Salary	\$0.00	\$45,265.00	\$67,897.50	\$94,188.00	
Assistant Conflict Defender (FT) - Fringe	\$0.00	\$27,159.00	\$40,738.50	\$56,000.00	
Administrative Assistant Confidential Secretary - Salary	\$0.00	\$26,948.75	\$35,037.00	\$48,603.00	
Administrative Assistant Confidential Secretary - Fringe	\$0.00	\$16,169.25	\$21,021.75	\$40,000.00	
Subtotal Personnel	\$31,512.35	\$218,808.26	\$323,956.75	\$419,647.00	\$0.00
OTPS:					
CLE Trainings/Other Trainings/Hosting Trainings	\$0.00	\$0.00	\$5,000.00	\$10,000.00	
Legal Reference Materials/Books/Subscriptions	\$0.00	\$0.00	\$10,000.00	\$20,000.00	
Office Furniture	\$0.00	\$0.00	\$1,201.28	\$15,000.00	
Office Renovation	\$0.00	\$0.00	\$13,208.32	\$0.00	
Office Supplies/Equipment & Technology Upgrades	\$0.00	\$0.00	\$5,528.29	\$10,000.00	
Subtotal OTPS	\$0.00	\$0.00	\$34,937.89	\$55,000.00	\$0.00
Caseload Relief - Subtotal	\$31,512.35	\$218,808.26	\$358,894.64	\$474,647.00	\$0.00

QUALITY IMPROVEMENT**Contracted/Consultant:**

Investigators/Experts/Interpreters/ Social Workers/Transcription Services	\$0.00	\$6,773.43	\$45,176.27	\$70,000.00	
Quality Improvement - Subtotal	\$0.00	\$6,773.43	\$45,176.27	\$70,000.00	\$0.00
COUNSEL AT FIRST APPEARANCE					
Personnel/Contracted/Consultant/OTPS:	\$0.00	\$0.00	\$0.00	\$0.00	
Counsel at First Appearance - Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONFLICT DEFENDER'S OFFICE - TOTAL	\$31,512.35	\$225,581.69	\$404,070.91	\$544,647.00	\$0.00

ASSIGNED COUNSEL PROGRAM**CASELOAD RELIEF****Personnel:**

ACP Administrator/Data Officer - Salary	\$30,000.00	\$45,265.00	\$90,530.00	\$94,549.86	
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Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
ACP Administrator/Data Officer - Fringe	\$16,500.00	\$27,159.00	\$54,318.00	\$56,100.00	
Subtotal Personnel	\$46,500.00	\$72,424.00	\$144,848.00	\$150,649.86	\$0.00
Contracted/Consultant:					
Second Chair Program at Statutory Rates	\$0.00	\$0.00	\$5,000.00	\$15,000.00	
Mentoring/Resource Attorney Program (rates up to \$150/hour)	\$0.00	\$0.00	\$5,000.00	\$15,000.00	
Subtotal Contracted/Consultant	\$0.00	\$0.00	\$10,000.00	\$30,000.00	\$0.00
Caseload Relief - Subtotal	\$46,500.00	\$72,424.00	\$154,848.00	\$180,649.86	\$0.00
QUALITY IMPROVEMENT					
Contracted/Consultant:					
Investigators/Experts/Interpreters/ Social Workers/Transcription Services	\$38,000.00	\$10,000.00	\$50,031.66	\$20,000.00	
Subtotal Contracted/Consultant	\$38,000.00	\$10,000.00	\$50,031.66	\$20,000.00	\$0.00
OTPS:					
CLE Trainings/Trainings/Hosting Trainings	\$0.00	\$5,000.00	\$5,000.00	\$15,000.00	
Office Supplies/Office Furniture/ Equipment & Technology Upgrades	\$0.00	\$0.00	\$4,000.00	\$500.00	
Subtotal OTPS	\$0.00	\$5,000.00	\$9,000.00	\$15,500.00	\$0.00
Quality Improvement - Subtotal	\$38,000.00	\$15,000.00	\$59,031.66	\$35,500.00	\$0.00
COUNSEL AT FIRST APPEARANCE					
Contracted/Consultant:					
18-B Attorney Stipends for "On-Call" rotation at off-hour arraignments	\$22,000.00	\$31,850.00	\$53,850.00	\$53,850.00	
Subtotal Contracted/Consultant	\$22,000.00	\$31,850.00	\$53,850.00	\$53,850.00	\$0.00
OTPS:					
Mileage/Travel for CAFA Attorneys	\$0.00	\$3,865.01	\$5,000.00	\$5,000.00	
Subtotal OTPS	\$0.00	\$3,865.01	\$5,000.00	\$5,000.00	\$0.00
Counsel at First Appearance - Subtotal	\$22,000.00	\$35,715.01	\$58,850.00	\$58,850.00	\$0.00
ASSIGNED COUNSEL PROGRAM - TOTAL	\$106,500.00	\$123,139.01	\$272,729.66	\$274,999.86	\$0.00
Total	\$474,012.35	\$948,024.70	\$1,422,037.05	\$1,896,049.40	\$2,370,061.75
FIVE-YEAR TOTAL	\$7,110,185.25				

YEAR 4 BUDGET

Public Defender's Office

Personnel:

- **Continue five (5) full-time Assistant Public Defender Attorney positions.** These positions will continue in Year 4 and are assigned to criminal cases in Town, Village, and County Courts, as well as assist with Counsel at First Appearance (CAFA) coverage during weekdays.
- **Continue the full-time Social Worker position.** This position will continue in Year 4 and will provide forensic social work services, including mitigation, to both adult and juvenile clients, and will conduct psychosocial assessments of clients to assist attorneys in creating defense strategies for the legal disposition of criminal or delinquent cases. This contract will support 60 percent of the total compensation of this position, Saratoga County will contribute at least \$6,815.93 toward salary, and an ILS Distribution grant will support the remainder.
- **Add two (2) full-time Assistant Public Defender Attorney positions.** These new positions are assigned to criminal cases in Town, Village, and County Courts, as well as assist with Counsel at First Appearance (CAFA) coverage during weekdays. The cost of salaries and fringe benefits are prorated in Year 4.

Contracted/Consultant:

- **Continue to provide funding for Specialized, Non-Attorney Professional Services.** Year 4 will continue to support specialized services including investigators at a rate of \$45-\$150 per hour; interpreters at a rate of \$50-\$200 per hour; social workers at a rate of \$50-\$100 per hour; and transcription services at a rate up to \$5.25 per page. Experts will be paid at a rate of up to \$500 per hour or paid a flat fee of up to \$3,000 per case and will be reimbursed for mileage at the standard IRS mileage rate as well as the cost of obtaining RAP/criminal history reports.
- **Continue to provide funding for Appellate Consultation Expertise Services.** Year 4 funding will continue to support contracting with various, individual appellate attorneys to research and assist with legal research and writing in trial-level criminal cases with complex and arcane legal issues. Services will be paid at the rate of \$75 per hour.

OTPS:

- **Continue funding for Office Furniture and Technology Equipment.** Funding is available in Year 4 for new office furniture and computer equipment and technology upgrades for the new Assistant Public Defenders.

- **Provide funding to Attend and Host Continued Legal Education (CLE) and Other Trainings.** Funding is available for all staff to attend CLE Trainings and other professional training programs, meetings, and convenings, including registration fees, lodging, and travel. Funding may also be used to host CLE's and other professional trainings, including refreshments, print materials, venue rental, and speaker travel. Travel and mileage will be reimbursed at the standard IRS rates.
- **Provide funding for Supplies, Legal Reference Materials, Books, and Subscriptions.** Funding is available for general office supplies as well as for legal reference materials including print materials, books, periodicals, online legal research materials, and subscriptions.

Conflict Defender's Office

Personnel:

- **Continue a full-time Conflict Defender position.** This position will continue in Year 4 and will be responsible for criminal defense representation in cases where the Public Defender's Office has a conflict of interest; the position will also supervise office staff. Annual salary for this position is increased to \$110,856.00 to work toward achieving parity with other department heads within the County.
- **Continue a full-time Assistant Conflict Defender position.** Funding is available in Year 4 for this position that is responsible for criminal defense representation in cases where the Public Defender Office has a conflict of interest.
- **Continue a full-time Confidential Secretary position.** This position will continue in Year 4 and will provide administrative support to the Conflict Defender's Office.

Contracted/Consultant:

- **Continue to provide funding for Specialized, Non-Attorney Professional Services.** Year 4 will continue to support specialized services including investigators at a rate of \$45-\$150 per hour; interpreters at a rate of \$50-\$200 per hour; social workers at a rate of \$50-\$100 per hour; and transcription services at a rate up to \$5.25 per page. Experts will be paid at a rate of up to \$500 per hour or paid a flat fee of up to \$3,000 per case and will be reimbursed for mileage at the standard IRS mileage rate as well as the cost of obtaining RAP/criminal history reports.

OTPS:

- **Continue funding for Incidental and Operational Expenses.** Year 4 will support expenses including:

- Continuing Legal Education (CLE)/training programs; hosting trainings to included refreshments, print materials, training rental space and associated travel expenses for speakers for hosting training vents. Travel and mileage for hosting or attending CLEs/training will be reimbursed at the standard IRS mileage rates;
 - Legal reference materials/books/subscriptions including print material, books, periodicals, and annual online legal research subscriptions (Lexis and Westlaw);
 - Office furniture; office supplies, and technology equipment including computer equipment and technology upgrades, copiers, and scanners.
- **Continue funding for the cost of Office Renovations.** At the beginning of 2020 Saratoga County started renovating a space of 1,488 square feet which included 5 offices and one conference room within the building at 40 McMaster St. in Ballston Spa, New York. Renovations that took place included new flooring, studding, walls, paint, and network wiring within the space. Year 4 will continue to support costs incurred after April 1, 2020; no additional funding is provided.

Assigned Counsel Program

Personnel:

- **Continue the full-time Assigned Counsel Program (ACP) Administrator/Data Officer position.** This attorney position will continue with Year 4 funding and assigns cases to attorneys, reviews and approves vouchers, and ensures accurate reporting of data to ILS.

Contracted/Consultant:

- **Continue to provide funding for the Second Chair Program.** This program will continue with Year 4 funding and will allow second chair attorneys to work, collaborate, and/or co-counsel with panel attorneys who are assigned to complex defense cases when approved by the ACP Administrator. Second Chair attorneys will be paid the statutory rate (currently \$75 per hour for felony cases and \$60 per hour for misdemeanor cases).
- **Continue to provide funding for the Mentoring/Resource Attorney Program.** Various individual experienced mentor attorneys will serve as a resource to assist various, individual less-experienced primary attorneys when approved by the ACP Administrator in criminal defense cases. Year 4 funding will continue to compensate mentors up to a maximum rate of \$150.00 per hour.
- **Continue to provide funding for Specialized, Non-Attorney Professional Services.** Year 4 will continue to support specialized services including investigators at a rate of \$45-\$150 per hour; interpreters at a rate of \$50-\$200 per hour; social workers at a rate of \$50-\$100 per hour; and transcription services at a rate up to \$5.25 per page. Experts will be paid at a rate of up to \$500 per hour or paid a flat fee of up to \$3,000 per case and will

be reimbursed for mileage at the standard IRS mileage rate as well as the cost of obtaining RAP/criminal history reports.

- **Continue to provide funding for Counsel at First Appearance (CAFA).** Year 4 will continue to provide funding for the “On-Call” rotation of attorneys to provide representation at off-hour arraignments not currently covered to be administered by the Assigned Counsel Program (ACP) Administrator. For weekday coverage, attorneys will be paid \$100 per day to be on-call (generally from 5:00pm in the evening to 9:00am the following morning). For weekend and holidays, attorneys will be paid \$250 per day to be on call (generally from 9:00am one day to 7:00am the following day). The funding will allow for at least three attorneys to be on-call and supplements the funding available in the ILS Second Counsel at First Appearance grant agreement with Saratoga County.

OTPS:

- **Continue funding for Incidental and Operational Expenses.** Year 4 funding will support expenses including:
 - Continuing Legal Education (CLE)/training programs; hosting trainings to included refreshments, print materials, training rental space and associated travel expenses for speakers for hosting training vents. Travel and mileage for hosting or attending CLEs/training will be reimbursed at the standard IRS mileage rates;
 - Office supplies, office furniture, and technology equipment including a new computer/associated equipment for the ACP Administrator;
 - Mileage reimbursement for CAFA attorneys reimbursed at the standard IRS mileage rates.



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: County Administrator

DATE:

COMMITTEE: Public Safety

RE: Authorizing a Memorandum of Agreement with
the City of Saratoga Springs

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

Authorizing a Memorandum of Agreement with the City of Saratoga Springs for the construction of a storage bay for the County HazMat vehicle at the proposed East Side Fire Station (City Fire Station #3). The agreement will provide funding in the amount of \$30,000 per year for 10 years. The initial \$30,000 of funding for this agreement was approved in the 2022 adopted budget.

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

- G/L line impacted A.36.363-8621
- Budget year impacted 2022
- 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

Human Resources Consulted ☐

N/A

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:

Purchasing Office Consulted ☐

N/A

8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office

Consulted ☐ u/a

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 Draft Memorandum of Agreement

10. Remarks:

AGREEMENT

This AGREEMENT made this _____ day of _____, _____,
by and between

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

and

CITY OF SARATOGA SPRINGS, a municipal corporation duly organized under the
laws of the State of New York, with its principal office located at City Hall, 474 Broadway,
Saratoga Springs, New York 12866, (CITY);

WITNESSETH:

WHEREAS, by Resolution 120-01, the Saratoga County Board of Supervisors
established a County wide Hazardous Materials (HazMat) Response Team; and

WHEREAS, the COUNTY and CITY, by agreement dated June 19, 2003 as amended on
December 8, 2015, entered into an Intermunicipal Agreement for the implementation of the
Hazardous Materials Response Team; and

WHEREAS, this Agreement between the COUNTY and the CITY, shall not be tied to
any other existing agreements between the COUNTY and the CITY in relation to the operations,
maintenance, or reimbursements to the CITY for the hosting and operating of the HazMat
Vehicle; and

WHEREAS, pursuant to Resolution [____], the Saratoga County Board of
Supervisors resolved to contribute funding for the construction of a fire station wherein the
COUNTY owned Hazardous Material Fire Truck (HazMat Truck) will be primarily housed; and

WHEREAS, the CITY is prepared and willing to accept and assume the responsibility
of the construction, ownership and operation of the Fire Station as designed and permitted to
the date hereof; under the Terms and Conditions that follow:

NOW, THEREFORE, the parties agree that:

ARTICLE I: DEFINITIONS

Definitions: The following terms shall have the following meaning when used in this
Agreement:

1. Board of Supervisors: Shall mean the Saratoga County Board of Supervisors,
constituting and acting as the governing body of the County of Saratoga.

2. Bonds: Shall mean bonds, notes, or other evidences of indebtedness issued by the CITY pursuant to an act to finance the construction of a third fire station and the purchase and installation of equipment therein including any additional or completion bonds, to refund any such bonds, notes or other evidences of indebtedness.
3. Construction or Construct: Shall mean acquisition, erection, building, alternation, repair, improvement, increase, enlargement, reconstruction, renovation or rehabilitation, together with any engineering, architectural, inspection, supervisions, legal, fiscal, and economic investigations and studies, surveys, designs, plans, working drawings, specifications, procedures, and other actions incidental thereto.
4. City Shall mean the City of Saratoga Springs.
5. City Council: Shall mean the Saratoga Springs City Council, constituting and acting as the governing body of the City of Saratoga Springs.
6. Funds: Shall mean the money or financing provided by the COUNTY to the CITY pursuant to this agreement.
7. Fire House #3: Shall mean the property located at 16 Henning Road in the City of Saratoga Springs which is owned by the State of New York and over which the CITY maintains a perpetual and exclusive easement for the purpose of constructing, reconstructing, operating, maintenance, repair, replacement and/or removal of a fire/EMS facility and any necessary appurtenances thereto.
8. HazMat Vehicle: Shall mean a Hazardous Materials Fire Truck owned by the COUNTY and designed to be used by emergency service personnel to respond to calls involving potentially hazardous substances or materials.
9. Storage Bay: Shall mean the enclosed space in Fire Station #3 where the HazMat Vehicle will be primarily garaged and stored.
10. Operating expenses: Shall mean the costs, fees, and expenses incurred or to be incurred by or for the CITY in connection with the operation of Fire House #3 including, without limitation, all costs, fees, and expenses incurred or to be incurred with the operating, maintain, repairing, insuring or providing services to Fire House #3.
11. Plans and Specifications: Shall mean the plans and specifications for Fire House #3 including any engineering, structural, electrical, plumbing, architectural, and finishing drawings and any floor plans.

ARTICLE II: AGREEMENT TERM

This Agreement shall be in full force and effect and be legally binding upon the CITY and the COUNTY from the date of execution and delivery hereof, for the duration of ten (10) years.

ARTICLE III: PAYMENTS

The COUNTY shall provide payment to the CITY a total sum of Three Hundred Thousand Dollars (\$300,000) divided into ten (10) yearly payments of Thirty Thousand Dollar (\$30,000) each to offset the cost of construction of Fire Station #3. The payments made by the COUNTY to the CITY shall be made yearly on or before April 1st of each year.

Executory Clause: It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the COUNTY, and the appropriations made by the Board of Supervisors in its annual County budget, and no liability on account thereof shall be incurred by the County beyond money so available for the purpose thereof.

ARTICLE IV: SERVICES TO BE PROVIDED:

1. The CITY shall use the funds provided by the COUNTY only for the construction of Fire Station #3. The City agrees that the plans and specifications and final construction of Fire Station #3 will include a Storage Bay to be utilized for the COUNTY owned HazMat Vehicle.
2. The CITY agrees that the Storage Bay for the HazMat Vehicle in Fire Station #3 will be dedicated for the use of the COUNTY HazMat Vehicle for a period of ten (10) years commencing upon the completion of construction of Fire Station #3 and calculated starting on the first date that the HazMat Vehicle is stored therein.
3. The COUNTY and CITY agree that the Storage Bay in Fire Station #3 will be the primary location for storage of the HazMat Vehicle and from time-to-time the HazMat Vehicle may be stored in other locations due to operational needs or considerations. In the event that the HazMat Vehicle requires relocation due to construction, repairs, and/or rehabilitation at Fire Station #3, the CITY shall notify the Director of Emergency Management or his/her designee and the COUNTY Fire Coordinator or his/her designee of the relocation and the expected duration of the relocation.
4. The CITY agrees that the plans and specifications for the HazMat storage bay will be approved by the COUNTY Director of Emergency Management or his/her designee and the COUNTY Fire Coordinator or his/her designee prior to the commencement of construction of Fire House #3. Such approval, however, shall not be unreasonably withheld and shall not materially impact the City's construction schedule.
5. The CITY shall be responsible for all operating expenses associated with Fire Station #3.

ARTICLE V: COMPLIANCE WITH LAWS:

The parties agree that they shall comply with all applicable laws, ordinances and regulations, including nondiscrimination and labor laws. The COUNTY and CITY agree that for the duration of this Agreement and any renewal term(s) thereof, they will not discriminate against any employee, applicant for employment, or person requesting services in connection with this agreement, because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference, or source of payment.

The CITY shall not employ any official or employee of the COUNTY in connection with this Agreement and shall adhere to the Code of Ethics of the COUNTY.

ARTICLE VI: INDEMNITY, LIABILITY, AND INSURANCE:

INDEMNITY: The COUNTY shall not be responsible or liable to the CITY for any loss or damage that may be occasioned by the planning, design or construction of Fire Station #3 or any act incidental thereto. The CITY waives any right to bring action against the COUNTY for any damages or costs associated with the planning, design or construction of Fire Station #3.

The CITY agrees that any policy of insurance insuring Fire Station #3, shall contain a waiver of subrogation rights for any property loss of the COUNTY arising out of the alleged negligence of the CITY, its agents, servants and employees. The CITY agrees to defend any actions, suits, or proceedings which may be brought against the COUNTY, or in which the COUNTY, may be impleaded, with respect to any claims associated with the funding, planning, or construction of Fire Station #3.

INSURANCE REQUIREMENTS: CITY shall provide the COUNTY with proof of general liability insurance by a company authorized to do business in the State of New York. The policy's minimum coverage shall be \$1,000,000/single injury and \$1,000,000/property damage and shall be subject to the approval of the County Attorney which will not be unreasonably withheld. The CITY may utilize umbrella/excess coverage to achieve the limits required hereunder. The certificate holder must be listed as the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also name the COUNTY OF SARATOGA as additional insured and the CITY shall provide the COUNTY with proof of such insurance in the form of an Additional Insured Endorsement Rider or other proof acceptable to the COUNTY. In the event that any policy furnished or carried pursuant to this Agreement is scheduled to expire on a date prior to the expiration of the term of this Agreement, CITY shall deliver to the COUNTY a certificate or certificates of insurance evidencing renewal of such policy or policies not less than thirty (30) days prior to such expiration date. The above insurance is not, and shall not be construed as, a limitation upon CITY's obligation to indemnify the COUNTY.

ARTICLE VII: FAILURE TO PERFORM – REMEDIES – TERMINATION:

DEFAULT: The occurrence of any of the following shall be considered an Event of Default:

- a. Non-Payment: The failure by the COUNTY to make any of the payments required pursuant to this Agreement when due.
- b. Failure to Perform: The failure of the CITY to perform the Services outlined in Article IV of this Agreement.
- c. Other Failure to Perform: The failure by either COUNTY or CITY to perform and/or comply with any term, covenant, or condition required under this Agreement.

REMEDIES: In the event of Default by the CITY under this Agreement, the COUNTY may wholly cease to provide any further funding or payments as provided in Article III herein. In the event of a default of the COUNTY under this Agreement, the CITY will no longer be under any obligation to provide the services Article IV herein.

TERMINATION: Events of Default: In the event of the COUNTY's termination of this Agreement, the CITY may retain that per diem/pro rata portion of the prior payment received from the COUNTY that covers the time period through the notice of termination to the CITY, and the CITY shall refund the balance of the said payment within sixty (60) days of the termination date of the Agreement.

ARTICLE VIII: MISCELLANEOUS PROVISIONS:

REPORTS: The CITY shall upon the written request of the County Administrator or his/her designee, provide and allow the County Administrator and/or his designee to inspect the plans and specifications for Fire Station #3 and otherwise permit reasonable access to reports or documents associated with the design, planning and construction of Fire Station #3.

MODIFICATION: This Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing signed by both parties.

ASSIGNMENT AND TRANSFER: The CITY shall not assign or transfer any interest herein without the COUNTY's prior written consent. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

NOTICES: Any notice, demand, request, consent, approval, or other communication given under or with respect to this Agreement shall be in writing and shall be personally served or sent by First Class United States mail, postage pre-paid, addressed to the other party or entity as follows:

To the COUNTY:

Saratoga County Administrator
40 McMaster Street
Ballston Spa, NY 12020

To the CITY:

City of Saratoga Springs Mayor
474 Broadway
Saratoga Springs, NY 12866

Saratoga Springs City Attorney
474 Broadway
Saratoga Springs, NY 12866

-SIGNATURE PAGE TO FOLLOW-

DRAFT

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA

Date: _____

By: _____
Theodore T. Kusnierz, Jr., Chairman
Saratoga County Board of Supervisors
Per Resolution _____

Approved as to Form and Content:

County Attorney

DRAFT

CITY OF SARATOGA SPRINGS

Date: _____

By: _____
Ronald Kim, Mayor
City of Saratoga Springs

By: _____
Dillon Moran, Commissioner of Accounts
City of Saratoga Springs
Disbursing Officer

