

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Thursday, March 28, 2024

5:30 PM

**Harold L. Joyce Albany County Office Building
Room 730**

Public Safety Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
4. LOCAL LAW NO. "B" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE TO BAN SPEED CONTESTS AND STUNT BEHAVIOR
3. LOCAL LAW NO. "C" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK CRIMINALIZING RENTAL FRAUD

CURRENT BUSINESS:

4. AMENDING RESOLUTION NO. 46 FOR 2023, AS AMENDED, REGARDING THE PURCHASE OF BODY WORN CAMERAS
5. APPOINTMENT OF MEMBERS TO THE ALBANY COUNTY TRAFFIC SAFETY BOARD
6. APPOINTMENT OF A MEMBER TO THE FIRE ADVISORY BOARD
7. AUTHORIZING AN AGREEMENT WITH THE TOWN OF BETHLEHEM REGARDING THE PURCHASE OF A TARGET RANGE SYSTEM FOR THE ALBANY COUNTY SHERIFF'S OFFICE
8. AUTHORIZING AGREEMENTS REGARDING VEHICLE MAINTENANCE AND REPAIRS FOR COUNTY-OWNED VEHICLES

County of Albany

*Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207*



Meeting Minutes

Monday, February 12, 2024

6:30 PM

**William J. Conboy II Legislative Chambers
Albany County Courthouse**

Public Safety Committee

PREVIOUS BUSINESS:

Present: Frank J. Commisso, Gary W. Domalewicz, Gilbert F. Ethier, Sean E. Ward and Patrice Lockart

Excused: William M. Clay, Robert J. Beston, Beroro T. Efekoro and Zach Collins

1. AUTHORIZING AN AGREEMENT WITH THE VILLAGE OF MENANDS REGARDING LAW ENFORCEMENT DISPATCH SERVICES AND AMENDING THE 2024 SHERIFF'S OFFICE BUDGET

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

LOCAL LAW NO. "B" FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE TO BAN SPEED CONTESTS AND STUNT BEHAVIOR

Introduced: 2/12/24

By Miller:

A Local Law amending Chapter 288 of the Albany County Code to expand penalties for speed contests, stunt behavior, and other reckless driving behaviors that endanger Albany County residents.

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. New Article Added.

This Local Law hereby amends Chapter 288 by adding a new Article IV, titled **Unlawful Speed Contests and Stunt Behavior**.

Section 2. § 288-26, Title.

This Local Law shall be known as the "STUNT Law: Safeguarding Traffic, Unlawful Racing, and Noise Transgressions."

Section 3. § 288-27, Legislative Purpose and Intent.

This Legislature recognizes that speeding has been a significant factor in numerous motor vehicle fatalities over the past decades, with motor vehicle accidents being one of the leading causes of death for individuals aged 1 to 54.

The Legislature acknowledges the rise in popularity of illegal vehicle sideshows, demonstrations, and contests; often shared on social media, which pose a great risk to participants and spectators, leading to severe physical injuries and even death.

Moreover, illegal vehicle sideshows, contests, street racing, and related stunt behavior not only endanger lives and property but also create excessive noise during night hours, causing disturbances for residents in neighboring areas.

The current penalties for these illegal activities are insufficient in deterring individuals from participating in them.

Therefore, the purpose of this Local Law is to protect Albany County residents by expanding and strengthening laws and penalties related to unlawful speed contests, sideshows, and related stunt behavior.

Section 4. § 288-28, Definitions.

As used in this Local Law, the following terms shall have the meanings indicated:

“Burnout” – To spin a vehicle’s wheel(s) while keeping the vehicle stationary, causing the tires to heat up and emit smoke.

“Drifting” – The intentional oversteering of a vehicle with loss of traction while maintaining control, resulting in a controlled skid or power slide through a turn.

“Doughnut” – A maneuver performed by rotating the rear or front of a vehicle around the opposite set of wheels, creating a circular skid mark pattern on the road surface, also known as a “wheelie.”

“Revving” – To rapidly increase the engine speed while a vehicle is stationary or in neutral, producing loud noise and/or causing the vehicle to jerk or lurch.

“Sideshow” – An event in which vehicles gather and engage in reckless behavior, such as performing stunts, burnouts, doughnuts/wheelies, drifting, and/or other dangerous maneuvers.

“Street Racing” – The act of racing or competing with one or more vehicles on a public highway, street, or road, whether prearranged or spontaneous.

“Stunt Behavior” – Performing any maneuver with a vehicle that is not part of normal driving or exceeds the safe limits of the vehicle; including but not limited to stunts, revving, burnout, drifting, doughnuts, acrobatic maneuvers, jumps, and other similar actions.

Section 5. § 288-29, Prohibitions.

- (A) No person shall knowingly participate in, engage in, organize, facilitate, coordinate, plan, aid, or abet any street race, sideshow, contest, exhibition, or stunt behavior involving vehicles upon any public highway, street, sidewalk, public parking lot or area, or any other public property within Albany County.
- (B) No person shall knowingly obstruct or attempt to obstruct any public highway, street, or road with a motor vehicle or any other object used as a blockade for the purpose of permitting any such race, sideshow, contest, exhibition, or stunt behavior.

Section 6. § 288-30, Enforcement and Penalties for Offenses.

- (A) Any person who violates any provision of this article shall be guilty of a violation, punishable by a fine not exceeding \$500 for a first offense, and a fine not exceeding \$1,000 or by imprisonment for a period not exceeding 15 days, or both, for each subsequent offense.
- (B) Any person who causes physical injury to another person or damage to real or personal property while violating any provision of this article shall be liable for the payment of restitution, as determined by a court of competent jurisdiction.

Section 7. Severability.

If any clause, sentence, paragraph, section, subdivision, or other part of this local law or its application shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of the local law which shall remain in full force and effect except as limited by such order or judgment.

Section 8. SEQRA Compliance.

This County Legislature determines that this local law constitutes a “Type II action” pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required.

Section 9. Effective Date.

This local law shall take effect immediately following its filing with the Office of the Secretary of State.

LOCAL LAW NO. “C” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK CRIMINALIZING RENTAL FRAUD

Introduced: 2/12/24

By Fein:

A Local Law creating Chapter 189 of the Code of the County of Albany, entitled **Housing**, and Article 1 of such Chapter, entitled **Rental Property Fraud Protection**, to criminalize the rental of real property by persons with no legal interest in the property.

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. Chapter Creation.

Chapter 189, **Housing**, is hereby created.

Chapter 189, Article I, **Rental Property Fraud Protection**, is hereby created.

Section 2. § 189-1, Title.

This Local Law shall be known as the “Albany County Rental Fraud Protection Law.”

Section 3. § 189-2, Legislative Intent.

The Albany County Legislature finds that deceptive schemes related to fraudulent property rental listings are on the rise.

The New York State Department of State, the Federal Bureau of Investigation, and the Federal Trade Commission have alerted the public to rental fraud schemes in which scammers deceptively pose as property owners seeking to rent out properties to residents and those who rent short-term apartments and spaces in the County.

These schemes often involve victims sending money or sensitive personal information to scammers posing as landlords through listings for rental properties that either do not exist or are not owned by the scammers in any capacity. The victims of rental fraud are often vulnerable people in need of housing.

Criminalizing the rental of residential and commercial properties by individuals who have no ownership interest in a parcel or authority from the owner to rent or lease the property is necessary to protect renters in Albany County.

Section 4. § 189-3, Definitions.

“Person” is defined as any natural individual, firm, partnership, corporation, association, company, or organization of any kind.

Section 5. § 189-4, Prohibitions.

- A. No person shall rent, lease, or solicit for the rental or lease of a residential or commercial real property where the person does not have a verifiable ownership interest or written authorization from the owner to rent, lease, or sublet the real property.
- B. No person shall rent, lease, or solicit for the rental or lease of a residential or commercial real property where the person has solicited applications and interest for the real property or any portion thereof using photos that are false, out of date, or otherwise do not accurately represent the current state of the permanent fixtures and features of the property.

Section 6. § 189-5, Proof of Valid Interest.

A person may prove a valid ownership interest or authorization to rent, lease, or sublet a real property by providing:

- a. A fully executed and filed deed to the parcel of real property, or
- b. A fully executed agreement for the lease, rental, or legal sublet of real property, or
- c. Written documentation demonstrating that the person is a legal agent of the deeded property owner or apartment lessor who is authorized to rent or lease the property and the deeded property owner or apartment lessor can provide proof pursuant to subdivision (a) or (b).

Section 7. § 189-6, Enforcement and Penalties.

- A. Criminal Enforcement.
 - a. All law enforcement agencies and code enforcement officers located within the County are authorized and empowered to issue citations and otherwise enforce the provisions of this Local Law in each applicable jurisdiction.
 - b. Violation of this Local Law shall constitute an unclassified misdemeanor subject to a fine of up to \$1,000 or up to one year imprisonment, or both.

Each day or part of a day in which a violation continues shall constitute a separate violation.

- c. Violations of this Local Law may be brought by the prosecuting agency of any applicable municipal entity with jurisdiction.

B. Civil Enforcement.

- a. Violations of this Local Law shall constitute just cause to bring a civil proceeding to the extent allowable by state and local law. In such proceeding, the prevailing party, if also the injured party, may recover such costs and attorneys' fees as are reasonable under the circumstances.

Section 8. Severability.

If any clause, sentence, paragraph, section, subdivision, or other part of this Local Law or its application shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of the Local Law which shall remain in full force and effect except as limited by such order or judgment.

Section 9. SEQRA Compliance.

This County Legislature determines that this Local Law constitutes a "Type II action" pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required.

Section 10. Effective Date.

This Local Law shall take effect immediately following its filing with the Office of the Secretary of State.

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House, Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

March 5, 2024

Honorable Joanne Cunningham
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is required to amend the master service agreement between the Albany County Sheriff's Office and Axon Enterprise, Inc. of Scottsdale, AZ authorized by Resolutions No. 46 and No. 537 of 2023. This amendment would authorize the acquisition of an additional 100 Axon 3 body worn cameras for the Albany County Correctional Facility as set forth in Axon quote Q-520287. This would increase both coverage and accountability, replace more of the older Panasonic cameras, and facilitate a single operating system for body worn cameras across the agency.

This amendment is coterminous with the existing master agreement, beginning in April of 2024 through August of 2027 to ensure continuity in warranties and service life with the rest of the agency's Axon body cameras. The cost of these additional 100 cameras is \$454,361.02 above the original agreed amount of \$3,080,145.66. Payment will still be made from a combination of budgeted and seizure funds.

Payment 1: \$126,935.59
Payment 2: \$77,105.43
Payment 3: \$80,189.65
Payment 4: \$83,397.23
Payment 5: \$86,733.12

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple Sr.
Sheriff

Att.

cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Chairman

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : March 5, 2024

DEPARTMENT: Albany County Sheriff's Office

CONTACT PERSON: Sheriff Craig D. Apple, Sr.
 TELEPHONE: 518-447-5440
 DEPT. REPRESENTATIVE ATTENDING Sheriff Craig D. Apple, Sr.
 COMMITTEE MEETING: _____

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
 - AMENDMENT OF PRIOR LEGISLATION _____
 - APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
 - BOND APPROVAL _____
 - BUDGET AMENDMENT (SEE BELOW) _____
 - CONTRACT AUTHORIZATION (SEE BELOW) X
 - ENVIRONMENTAL IMPACT _____
 - HOME RULE REQUEST _____
 - PROPERTY CONVEYANCE _____
 - OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) _____
- Request to amend previously authorized existing agreement
with Axon to acquire additional Body Worn Cameras for the Correctional Facility.

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
 SOURCE OF FUNDS: _____
 TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) X
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: _____ **PARTY (NAME/ADDRESS):**
 AXON ENTERPRISE, INC _____
 17800 N 85TH STREET _____
 SCOTTSDALE, AZ 85255 _____
AMOUNT/RATE SCHEDULE/FEE:
 \$454,361.02 _____
TERM: 04/01/2024-08/31/2027 _____
SCOPE OF SERVICES: Purchase of Axon Enterprise Body Cameras _____

CONTRACT FUNDING: _____
 ANTICIPATED IN CURRENT BUDGET: YES _____ X _____ NO _____
 FUNDING SOURCE: Seizure Funds, Budgeted Funds, and Grant awards. _____

 COUNTY BUDGET ACCOUNTS:
 REVENUE: _____

 APPROPRIATION: A93150.22750 _____
 BOND(RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:
 MANDATED PROGRAM/SERVICE: YES _____ NO X _____
 IF MANDATED CITE: AUTHORITY _____
 ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ X _____ NO _____
 IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)
 FEDERAL _____
 STATE _____
 COUNTY 100% _____
 TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION: _____
 RESOLUTION/LAW NUMBER: _____
 DATE OF ADOPTION: _____

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
 Legislative Approval is needed for purchase of \$100,000 or more.
 This purchase will be made using a combination of seizure and budgeted funds.

BACK-UP MATERIAL SUBMITTED _____ (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
 BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
 AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR _____
TITLE: SHERIFF _____



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

Q-520287-45315.756BD

Issued: 01/24/2024

Quote Expiration: 03/15/2024

Estimated Contract Start Date: 05/01/2024

Account Number: 110771

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Albany County Sheriff's Office - NY 16 Eagle St Albany, NY 12207-1019 USA	Albany County Sheriff's Office - NY 16 Eagle St Albany NY 12207-1019 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ben DeRites Phone: +1 9082462646 Email: bderites@axon.com Fax:	Shawn Noonan Phone: (518) 487-5400 Email: shawn.noonan@albanycountyny.gov Fax: (518) 487-5037

Quote Summary

Program Length	52 Months
TOTAL COST	\$454,361.02
ESTIMATED TOTAL W/ TAX	\$454,361.02

Discount Summary

Average Savings Per Year	\$19,762.71
TOTAL SAVINGS	\$85,638.40

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$126,935.59	\$0.00	\$126,935.59
Aug 2024	\$77,105.43	\$0.00	\$77,105.43
Aug 2025	\$80,189.65	\$0.00	\$80,189.65
Aug 2026	\$83,397.23	\$0.00	\$83,397.23
Aug 2027	\$86,733.12	\$0.00	\$86,733.12
Total	\$454,361.02	\$0.00	\$454,361.02

Quote Unbundled Price: \$539,999.42
 Quote List Price: \$458,089.02
 Quote Subtotal: \$454,361.02

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	TRUE UP - BWC HARDWARE FINANCING	100	8		\$23.30	\$18.64	\$14,912.00	\$0.00	\$14,912.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	52	\$79.47	\$36.07	\$36.07	\$24,383.32	\$0.00	\$24,383.32
BWCamTAP	Body Worn Camera TAP Bundle	100	52	\$43.91	\$33.80	\$33.80	\$175,760.00	\$0.00	\$175,760.00
A la Carte Hardware									
AB3C	AB3 Camera Bundle	100			\$789.00	\$789.00	\$78,900.00	\$0.00	\$78,900.00
AB3MBD	AB3 Multi Bay Dock Bundle	13			\$1,638.90	\$1,638.90	\$21,305.70	\$0.00	\$21,305.70
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	52		\$26.75	\$26.75	\$139,100.00	\$0.00	\$139,100.00
Total							\$454,361.02	\$0.00	\$454,361.02

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	110	04/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	100	04/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	3	04/01/2024
AB3 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	110	04/01/2024
AB3 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	13	04/01/2024
AB3 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	13	04/01/2024
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - DOCK - EIGHT BAY	13	04/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	13	10/01/2026
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	103	10/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	13	08/01/2028
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	103	08/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	05/01/2024	08/31/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	13	04/01/2025	08/31/2028
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	100	04/01/2025	08/31/2028
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	3	04/01/2025	08/31/2028

Payment Details

Apr 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73352	TRUE UP - BWC HARDWARE FINANCING	100	\$1,125.48	\$0.00	\$1,125.48
Annual Payment 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	\$10,498.58	\$0.00	\$10,498.58
Annual Payment 1	AB3C	AB3 Camera Bundle	100	\$78,900.00	\$0.00	\$78,900.00
Annual Payment 1	AB3MBD	AB3 Multi Bay Dock Bundle	13	\$21,305.70	\$0.00	\$21,305.70
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$1,840.33	\$0.00	\$1,840.33
Annual Payment 1	BWCamTAP	Body Worn Camera TAP Bundle	100	\$13,265.50	\$0.00	\$13,265.50
Total				\$126,935.59	\$0.00	\$126,935.59

May 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Aug 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	73352	TRUE UP - BWC HARDWARE FINANCING	100	\$3,246.59	\$0.00	\$3,246.59
Annual Payment 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	\$30,284.35	\$0.00	\$30,284.35
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$5,308.65	\$0.00	\$5,308.65
Annual Payment 2	BWCamTAP	Body Worn Camera TAP Bundle	100	\$38,265.84	\$0.00	\$38,265.84
Total				\$77,105.43	\$0.00	\$77,105.43

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73352	TRUE UP - BWC HARDWARE FINANCING	100	\$3,376.45	\$0.00	\$3,376.45
Annual Payment 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	\$31,495.73	\$0.00	\$31,495.73
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$5,521.00	\$0.00	\$5,521.00
Annual Payment 3	BWCamTAP	Body Worn Camera TAP Bundle	100	\$39,796.47	\$0.00	\$39,796.47
Total				\$80,189.65	\$0.00	\$80,189.65

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73352	TRUE UP - BWC HARDWARE FINANCING	100	\$3,511.51	\$0.00	\$3,511.51
Annual Payment 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	\$32,755.55	\$0.00	\$32,755.55
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$5,741.84	\$0.00	\$5,741.84
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	100	\$41,388.33	\$0.00	\$41,388.33
Total				\$83,397.23	\$0.00	\$83,397.23

Aug 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	73352	TRUE UP - BWC HARDWARE FINANCING	100	\$3,651.97	\$0.00	\$3,651.97
Annual Payment 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	\$34,065.77	\$0.00	\$34,065.77

Aug 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$5,971.51	\$0.00	\$5,971.51
Annual Payment 5	BWCamTAP	Body Worn Camera TAP Bundle	100	\$43,043.87	\$0.00	\$43,043.87
Total				\$86,733.12	\$0.00	\$86,733.12

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

1/24/2024



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

March 5, 2024

Honorable Joanne Cunningham
Chairwoman, Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

Legislative approval is requested authorizing the approval of the following appointments to the Albany County Traffic Safety Board with a term expiring on December 31, 2026:

The Albany County Traffic Safety Board would like to remove First Sergeant Michael Mahan from the board and add the following members:

- First Sergeant Matthew Nash of Albany County Sheriff's Office
- Officer Jason DePaulo of Colonie Police Department
- Mr. Gary Domalewicz of Albany, NY

The board would be completed as follows:

Officers: Sheriff Craig D. Apple Sr., Chairperson, Tracy Mance, Vice Chairperson

Board Members: Paul Cooney, Alison Lane, Ed Brennan, Jackie Gonzales, Jason DePaulo, Willie Flack, Gary Domalewicz, Susan Laurilliard, Matthew Nash

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

CC: Hon. Daniel P. McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Committee

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : February 14, 2024

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: CRAIG D. APPLE, SR.
 TELEPHONE: 518-447-5440
 DEPT. REPRESENTATIVE ATTENDING
 COMMITTEE MEETING: CRAIG D. APPLE, SR.

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE X
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) _____
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) _____

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
 SOURCE OF FUNDS: _____
 TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT X
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: _____ **PARTY (NAME/ADDRESS):**
Albany County Traffic Safety Board

AMOUNT/RATE SCHEDULE/FEE:

TERM: 01/01/2024 THRU 12/31/2026
SCOPE OF SERVICES: Appointing new members to the Albany County Traffic Safety Board.

CONTRACT FUNDING:
ANTICIPATED IN CURRENT BUDGET: YES _____ X NO _____
FUNDING SOURCE: _____
COUNTY BUDGET ACCOUNTS:
REVENUE: _____
APPROPRIATION: _____
BOND (RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:
MANDATED PROGRAM/SERVICE: _____ YES X NO _____
IF MANDATED CITE: AUTHORITY _____
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ X NO _____
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)
FEDERAL _____ 0%
STATE _____ 0%
COUNTY _____ 100%
TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER: _____
DATE OF ADOPTION: _____

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
Appointing new members to the Albany County Traffic Safety Board.
These members will identify, address, and evaluate traffic safety issues relating to the improvement of the public safety for the citizens and visitors of Albany County.

BACK-UP MATERIAL SUBMITTED _____ (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D. APPLE, SR.
TITLE: SHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

March 5, 2024

Honorable Joanne Cunningham
Chairwoman, Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

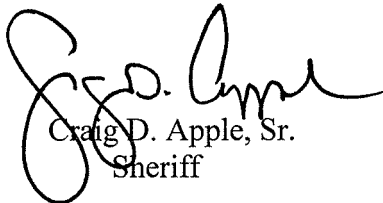
Dear Chairwoman Cunningham:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is requested to replace one (1) current Fire Advisory Board Member. Michael Romano, Jr. will replace Richard Haack as the Town of Colonie representative. His resume is attached for your review.

Should there be any questions, do not hesitate to call.

Sincerely,


Craig D. Apple, Sr.
Sheriff

CC: Hon. Daniel P. McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Committee

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : March 5, 2024

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: CRAIG D. APPLE, SR.

TELEPHONE: 518-447-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: CRAIG D. APPLE, SR.

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE X
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) _____
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) _____

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

- INCREASE ACCOUNT/LINE NO. _____
- SOURCE OF FUNDS: _____
- TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT X
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

MICHAEL M. ROMANO, JR.

6 Alyssa Court - Albany, NY 12205 - 518-365-8855 – mike@mromanoandson.com

PROFESSIONAL EXPERIENCE

M. Romano & Son, Inc and G Force Property Services, Albany, NY, 1985 - Present

Owner: Responsible for the day-to-day operations of a successful trucking, snowplowing and property management business

- Manage and supervise a team of approximately 15 employees, including mechanics, triaxle drivers, tractor-trailer drivers, snowplow operators and landscapers.
- Manage financial operations including but not limited to creating and balancing budgets, establishing billing strategies and implementing an accounting system.
- Key administrator in the development of short and long-term growth strategies.
- Manage a client portfolio of at least 40 accounts.
- Secure new business and negotiate contracts with potential clients, vendors and specialty contractors.
- Build and maintain long-term relationships with clients and deliver consultations on services based on customer needs.

City of Albany Police Department, Albany, NY February 1994 - May 2019

Accident Investigator: Responsible for the investigation of serious personal injury and fatal motor vehicle crashes.

- Community-oriented public servant committed to protecting lives, citizens and property through rapid emergency response and diligent crime-prevention efforts.
- Demonstrated sound judgment while under intense pressure, including life-threatening situations, to maintain safety for people and property.
- Enforced the vehicle and traffic safety and penal laws of the State of New York.
- Used radar and laser equipment to monitor traffic and detect violations.
- Responded to emergencies, including but not limited to disputes, accidents, security breaches and possible crimes in process in a professional and timely manner.
- Developed written reports after investigations and presented them in court.
- Acted as Field Training Officer for new Police Officers.
- 10 Year Member of the S.W.A.T. Team
- Detective for the Office of Internal Affairs, investigating complaints against members of the department and recommended necessary corrective measures.
- Provided advice and assistance to local residents and businesses, building trust with the community.

Fuller Road Fire Department, Colonie, NY 1989 - Present

Chief of the Department: Responsible for coordinating and managing all fire department activities, including fire protection and prevention.

- Oversee the department's response to a fire-related emergency, ensuring that officials follow certain steps and safety measures.
- Oversee the training of members of the department.
- Strategize techniques for effective firefighting and fire safety.
- Liaison with police departments and other services at the location of an emergency situation.
- Ensure all equipment is operational.
- Handle personnel issues.
- Establish command at all incidents, fire and rescue.

Town of Colonie, Colonie, NY January 2024 – Present

Operations Car 1: Responsible for overseeing the Town of Colonie Emergency Services

- Act as the liaison between the Emergency Services Committee, the Town of Colonie Fire Services and the Town Board
- Administer mutual aid plan at incidents where fire agencies are needed.
- Liaison with police departments and other services at the location of an emergency situation.
- Manage 7 other Operations Cars.
- Beginning in 2006, was appointed as Operations Car 5 and moved through the ranks, serving most recently as Car 2 until Car 1 appointment.

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

March 5, 2024

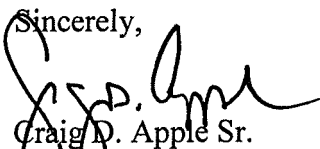
Honorable Joanne Cunningham
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Jo
Dear Chairwoman Cunningham:

Enclosed please find the Albany County Sheriff's Office Request for Legislative Action relative to the above captioned.

Briefly, this request is to enter into an agreement with the Town of Bethlehem to purchase a Target System that will be owned and maintained exclusively by the Albany County Sheriff's Office for training and weapons qualification of our Deputies, Correction Officers, Peace Officers and Special Weapons and Tactics Team members. This Target Range System will also be used by Bethlehem Police Department and other law enforcement agencies. The cost of this system is Three Hundred Thousand Dollars (\$300,000.00) and will be funded exclusively with Asset Forfeiture Funds.

Please present the enclosed at the next available Legislative Meeting for consideration and action. Thank you and if you have any questions please feel free to contact me.

Sincerely,

Craig D. Apple Sr.
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Committee

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	HAND _____
	COURIER _____
	MAIL _____

DATE : March 5, 2024

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: SHERIFF CRAIG D. APPLE SR.
 TELEPHONE: 518-447-5440
 DEPT. REPRESENTATIVE ATTENDING SHERIFF CRAIG D. APPLE SR.
 COMMITTEE MEETING: _____

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____ X
- BOND APPROVAL _____
- BUDGET AMENDMENT (SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) _____ X
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) _____

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
 SOURCE OF FUNDS: _____
 TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:

PARTY (NAME/ADDRESS):

Town of Bethlehem
445 Delaware Avenue
Delmar, N.Y. 12054

AMOUNT/RATE SCHEDULE/FEE:

\$ 300,000.00

TERM:

SCOPE OF SERVICES: Enter into an agreement with The Town of Bethlehem to purchase a Target System for firearms qualifications and necessary training.

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO _____

FUNDING SOURCE: _____

COUNTY BUDGET ACCOUNTS:

REVENUE: _____

APPROPRIATION:

BOND(RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _____ NO _____ X _____

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO _____ X _____

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL 100%

STATE 0%

COUNTY 0%

TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: _____

DATE OF ADOPTION: _____

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

Legislative Approval is needed for purchase of \$100,000 or more.

This purchase will be made using asset forfeiture seizure funds.

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D. APPLE SR.

TITLE: SHERIFF

Memorandum of Agreement between the County of Albany, Albany County Sheriff's Office and the Bethlehem Police Department regarding the Bethlehem Firearms Range.

A. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the County of Albany, Albany County Sheriff's Office and Bethlehem Police Department hereinafter referred to as the "Parties," is to: (1) establish a shared use agreement wherein BPD will make available to the ACSO, BPD's firearms range and proposed training center (hereinafter "Facility") for firearms and related law enforcement training as further described below and (2) define the scope and responsibilities of the Parties concerning the enhancements and upgrades to be made with ACSO funding to the Facility.

This MOU is not intended, and should not be construed, to create a right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the State of New York, or the officers, employees, agents, or other associated personnel thereof.

B. BACKGROUND

BPD operates a law enforcement training facility, the Bethlehem Firearms Range, located at 355 Old Quarry Road, Selkirk, New York. The ACSO has operational responsibilities for maintaining firearms proficiency of its deputies and other personnel.

C. USE OF FACILITIES/SCOPE

This MOU defines the terms and conditions for the use of the Facility as well as the provision of funding, upgrades, and enhancements to the Facility contemplated by the Parties as follows:

The ACSO will provide an electronic target system to include target foundations, timber wall, and action traps and rubber berm, which will be owned and operated by ACSO, for the total sum of \$300,000, due and payable to BPD from ACSO upon execution of this agreement. For good and valuable consideration received, BPD will provide the following:

- a. Construct a 2-range facility. Range 1 primary FBI, range 2 BPD/ ACSO/ other agencies.
- b. Administration Building / Training Facility with Gun Cleaning Facility
- c. Provide electricity and water to the range site.

All upgrades, maintenance and enhancements to the Facility funded, in whole or in part, under this MOU, will belong to BPD.

Memorandum of Agreement between the County of Albany, Albany County Sheriff's Office and the Bethlehem Police Department regarding the Bethlehem Firearms Range.

BPD agrees to allow the ACSO full use of the Facility to conduct regular and specialized firearms training, special weapons and tactics (hereinafter "SWAT") training, and related demonstrations and events, together with necessary rights, and ingress and egress to the facility. BPD will be responsible for the maintenance of the Facility, including any improvements and additions.

The ACSO shall have access to the Facility for a minimum of fifty (50) scheduled days each calendar year not to exceed a maximum of seventy-five (75) scheduled days each calendar year, with partial years prorated accordingly. However, the good faith failure by either party to meet the minimum day requirement shall not be deemed a default of this Agreement by either Party. The Parties will meet as soon as practical after the MOU is executed for the current year and agree on a tentative schedule for the ACSO usage. Training days assigned to the ACSO will be equally distributed through the calendar year to prevent long periods of unavailability of the range to other agencies during periods of high demand. ACSO use of the Facility shall be approved in writing by the BPD's Senior Firearms Instructor, with the ACSO being given scheduling preference over all other outside agencies and the BPD retaining first priority. The ACSO will not schedule other law enforcement agencies range usage and days assigned to the ACSO are for their use only. BPD range personnel will have unlimited access to the Facility at any time.

Requests by the ACSO for scheduling changes will be made to an appropriate official designated by BPD for consideration consistent with the Use provisions of the Agreement.

BPD shall be responsible for all releases of hazardous substances (as defined by the Comprehensive Environmental Response Compensation and Liability Act, Title 41, U.S.C. Section 9601 et. Seq.), and other contaminants on or from the premises, unless such releases are solely from the activities of the ACSO. BPD shall take all reasonable measures to avoid such releases, and as operator of the premises, shall indemnify and hold harmless the ACSO for any liability related to compliance with environmental requirements described herein, unless failure to comply with such requirements arises solely from the activities of the ACSO.

ACSO agrees to provide and pay for those utilities (e.g. electricity, water, and sewer) that may be reasonably consumed by the ACSO during the ACSO's use of the Facility during the term of this agreement.

Upgrades and enhancements to facilities shall comply with all applicable safety, physical, security, and applicable environmental regulations, policies, and directives, including, but not limited to the OSHA and federal, state and local environmental requirements.

Memorandum of Agreement between the County of Albany, Albany County Sheriff's Office and the Bethlehem Police Department regarding the Bethlehem Firearms Range.

BPD agrees to maintain detailed records, including financial records of projects funded under this agreement and to require its contractor(s) to do the same. Such records shall be available to the ACSO or its assigned agents for inspection or audit with reasonable notice of time and place.

Contracts for work or projects awarded pursuant to this agreement shall be awarded and completed as soon as practical, but contracts shall be awarded no later than twelve (12) months after the effective date of this agreement.

RULES AND REGULATIONS

ACSO, its agents, employees, and invitees, agree to abide by all rules and regulations which may now or hereafter be promulgated or adopted by BPD relative to regulation of activities at the Facility or on BPD property.

ACSO agrees that no activity will be conducted at the Facility or on BPD property by the ACSO, its agents, employees or invitees during the term of this MOU that is in violation of the laws and regulations of the United States, the State of New York, County of Albany, the town Bethlehem, or any agencies or departments thereof, including, but not limited to environmental laws.

D. SUPERVISION/ACKNOWLEDGEMENT OF RISK

All persons being trained by the ACSO, or at the range at the request or invitation of the ACSO, will be at all times under direct supervision of authorized ACSO instructors.

The ACSO is responsible for ensuring that all personnel using the Facility, sign a Release and Waiver of Liability. The ACSO is responsible for ensuring that all personnel using the Facility, while it is assigned to or otherwise being used by the ACSO, understand and agree that the use of the Facility is an inherently dangerous activity and that in consideration for being allowed to use the Facility, each individual assumes the risk of any injuries that may occur while using the Facility. Further, the ACSO is responsible for ensuring that said individuals release BPD from any liability for injuries occurring on BPD property to the extent allowable by law.

BPD expressly disclaims any and all liability for damage or injury to ACSO, its agents, employees and invitees related to this MOU. ACSO waives claims for liability against BPD unless caused by intentional misconduct. BPD shall not be liable for theft, vandalism, or pilferage of the Facility or any items contained therein.

Memorandum of Agreement between the County of Albany, Albany County Sheriff's Office and the Bethlehem Police Department regarding the Bethlehem Firearms Range.

E. TERM, AMENDMENT AND TERMINATION

This MOU becomes effective when approved by the Parties identified below and will remain in effect for thirty (30) years thereafter, with the MOU being reviewed and amended as needed by the Parties.

Either Party may terminate this MOU upon thirty (30) days written notification to the other Party. Such notice will be the subject of immediate consultation to the Parties to decide upon the appropriate course of action.

Should this agreement be terminated by BPD prior to the end of the designated term, BPD will reimburse the ACSO for the residual value (cost reduced by straight-line depreciation computed over a twenty-five (25) year service life for facilities/structures (capital investments) and seven (7) year service life for equipment (non-capital investments) of ACSO funded improvements as of the date of termination. Should this agreement be terminated by the ACSO prior to the end of the designated term, the ACSO will forfeit any claim for reimbursement of the residual value of ACSO funded improvements as of the date of termination.

F. GOVERNING LAW

Disagreements between the Parties arising under or relating to this MOU will be resolved only by consultation between the Parties and will not be referred to local, state, nor federal court.

G. FORCE MAJEURE

Neither BPD nor the ACSO shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any other circumstances for which it is not responsible or which are not within its control.

H. FUNDING

This MOU will commit funds from ACSO in the amount not to exceed three hundred thousand dollars (\$300,000), along with certain in-kind services, which would include the erecting of the berms. The in-kind services will be agreed upon by both parties before being executed. All obligations of and expenditures by the Parties are subject to their budgetary and fiscal processes and the availability of funds pursuant to all laws, regulations, and policies applicable thereto. The Parties acknowledge that there is no intimation, promise, nor guarantee that funds will be available in future years.

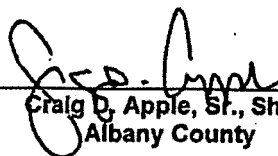
Memorandum of Agreement between the County of Albany, Albany County Sheriff's Office and the
Bethlehem Police Department regarding the Bethlehem Firearms Range.

I. **ENTIRE AGREEMENT**

This MOU constitutes the entire agreement between the Parties.

SIGNATURE PAGE TO FOLLOW

ALBANY COUNTY SHERIFF'S OFFICE



Craig D. Apple, Sr., Sheriff
Albany County

02-27-2024
Dated

ALBANY COUNTY

Daniel P. McCoy, Executive
Albany County

Dated

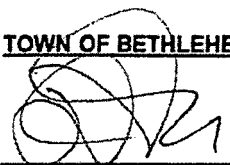
BETHLEHEM POLICE DEPARTMENT



Gina F. Cocchiara, Chief
Town of Bethlehem

2/26/24
Dated

TOWN OF BETHLEHEM



David Vanluven, Supervisor
Town of Bethlehem

2/26/2024
Dated

ALBANY COUNTY SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

March 5, 2024

Honorable Joanne Cunningham
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

50
Dear Chairwoman Cunningham:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is requested authorizing the acceptance of the bid results from RFB #2023-100 & RFB #2024-031 which would allow three vendors to be approved for the next vehicle maintenance contract. The vendors would be as follows: Dott's Garage, New Scotland Auto, and Lazzaro's Autobody. This contract will be for 3 years, 1 year plus 2 additional 1-year renewals.

Should you have any questions, do not hesitate to contact me.

Sincerely,

Craig D. Apple Sr.
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Committee

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : March 5, 2024

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: SHERIFF CRAIG D. APPLE SR.
 TELEPHONE: 518-447-5440
 DEPT. REPRESENTATIVE ATTENDING SHERIFF CRAIG D. APPLE SR.
 COMMITTEE MEETING: _____

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT (SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) X
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) _____

Awarding recommendations for RFB 2023-100 & RFB 2024-031 (Full service oil changes, car repairs/tune ups, rebuild/repair transmissions and auto body repair/rebuild
RFB Attached

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
 SOURCE OF FUNDS: _____
 TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES X
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____

SETTLEMENT OF A CLAIM _____
 RELEASE OF LIABILITY _____
 OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: _____ **PARTY (NAME/ADDRESS):** _____

Per Attached Spreadsheets

AMOUNT/RATE SCHEDULE/FEE: _____

Per Bid #2023-100 & 2024-031

TERM: 1 Year with (2) 1 Year Renewals

SCOPE OF SERVICES: Full Service Lube/Oil Filter changes, car repairs and tune ups, repair and rebuild transmissions.

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ X NO _____
FUNDING SOURCE: _____

COUNTY BUDGET ACCOUNTS: A931110.44072

REVENUE: _____

All Albany County Departments operating county

APPROPRIATION: owned vehicles.

BOND(RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: _____ YES _____ NO X

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO _____

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)

FEDERAL _____ 0%

STATE _____ 0%

COUNTY _____ 100%

TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 20-183

DATE OF ADOPTION: 5/11/2020

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

Per RFB 2023-100 & B 2024-031 Vehicle Maintenance and Repair

see attached bid and tabulations.

BACK-UP MATERIAL SUBMITTED _____ (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D. APPLE SR.

TITLE: SHERIFF

BID TABULATION

Vehicle Maintenance
RFB-2023-1002023-100

BIDDER: Dotts Garage Inc.

SECTION I: Full Service Lube/Oil/Filter Changes**COST PER VEHICLE CONVENTIONAL OIL:**

Sedans	No bid
SUV'S	No bid
Pick up Truck (compact, ½ ton, ¾ ton – 2WD and 4 x 4)	No bid
Passenger MiniVans	No bid
Cargo MiniVans	No bid
Cost per Conventional Quart of Oil (beyond 5 qts.)	No bid

COST PER VEHICLE SYNTHETIC OIL:

Sedans	\$75.00
SUV'S	\$85.00
Pick up Truck (compact, ½ ton, ¾ ton – 2WD and 4 x 4)	\$80.00 - \$90.00
Passenger MiniVans	\$75.00
Cargo MiniVans	\$80.00
Cost per Synthetic Quart of Oil (beyond 5 qts.)	\$10.00
CAR WASH AT FACILITY (yes/no)	No
If no, coupons or discount at another facility included (yes/no)	Yes

AIR FILTER REPLACEMENT: \$21.95 - \$34.95

WIPER BLADE REPLACEMENT: \$24.00 - \$30.00

SECTION II: Car Repairs/Tune Up's

Hours of Operation:

MONDAY – FRIDAY 8 TO 4

SATURDAY OR HOLIDAYS N/A

RATES: Mechanical – Labor Rate per Hour \$58.00

PARTS COST: Must be a percent discount off current cost figures on Major Brand, First Line quality parts.

Parts/Material List Price 10 % discount

Published Price List Used Alldata

TOWING RATES: Towing rates must specify maximum mileage at set cost – plus cost for each additional mile. (Allowed cost will be comuted by the most direct route from point of pickup (including starting point) to point of delivery.)

Maximum Mileage 3 miles @ \$65.00

Each additional mile @\$5.00

OPTION: COST OF OIL AND FILTER CHANGE N/A

SECTION III: Repair and Rebuild Transmissions

Hours of Operation:

MONDAY – FRIDAY No bid

SATURDAY OR HOLIDAYS No bid

RATES: Mechanical – Labor Rate per Hour No bid

PARTS COST: Must be a percent discount off current cost figures on Major Brand, First Line quality parts.

Parts/Material List Price No bid

Published Price List Used No bid

TOWING RATES: Towing rates must specify maximum mileage at set cost – plus cost for each additional mile. (Allowed cost will be comuted by the most direct route from point of pickup (including starting point) to point of delivery.)

Maximum Mileage 3 miles @ \$65.00

Each additional mile @\$5.00

SECTION IV: Auto Body Repair/Refinish

Hours of Operation:

MONDAY – FRIDAY No bid

SATURDAY OR HOLIDAYS No bid

RATES: Mechanical – Labor Rate per Hour (Automotive) No bid
Mechanical- Labor Rate Per Hour (Heavy Truck) No bid

Mechanical-Labor Rate Per Hour (Frame Straightening No bid

PARTS COST: Must be a percent discount off current cost figures on Major Brand, First Line quality parts.

Parts/Material List Price N/A

TOWING RATES: Towing rates must specify maximum mileage at set cost – plus cost for each additional mile. (Allowed cost will be comuted by the most direct route from point of pickup (including starting point) to point of delivery.)

Maximum Mileage 3 miles @ \$65.00

Each additional mile @\$5.00

RFB-2024-031 Tabulation
Vehicle Maintenance and Repair

SECTION I - Full Service LOF		SECONDARY	
Bidder	New Scotland Auto Center	Lazzaro's Autobody	
<i>Cost per Vehicle Conventional Oil</i>			
Sedans	\$ 30.00	No bid	
SUVs	\$ 30.00		
Pick up Truck	\$ 30.00		
MiniVan	\$ 30.00		
Cargo MiniVan	\$ 30.00		
Cost per Quart beyond 5 qts	\$ 4.99		
<i>Cost per Vehicle Synthetic Oil</i>			
Sedans	\$ 52.00	No bid	
SUVs	\$ 52.00		
Pick up Truck	\$ 52.00		
MiniVan	\$ 52.00		
Cargo MiniVan	\$ 52.00		
Cost per Quart beyond 5 qts	\$ 7.99		
Air Filter Replacement	\$15.00 - \$30.00		
Wiper Blad Replacement	\$25.00 - \$50.00		
Car Wash Facility Yes/No	No		
If no, Coupons for another facility Yes/No	Yes		

SECTION II - Repairs and Tune-ups		New Scotland Auto Center	Lazzaro's Autobody	
Bidder				
Hours of Operations				
Monday - Friday		8:00 a.m. - 5:00 p.m.	No bid	
Saturday or Holidays		By Appointment		
Mechanical labor Rate Hourly		\$ 89.50		
Discount Parts		10%		
Published Price List Used Parts		Mitchell 1		
Towing Rates		no bid		

SECTION III - Repair and Rebuild Transmission		New Scotland Auto Center	Lazzaro's Autobody	
Bidder				
Hours of Operations				
Monday - Friday		8:00 a.m. - 5:00 p.m.	No bid	
Saturday or Holidays		By Appointment		
Mechanical labor Rate Hourly		\$ 89.50		
Discount Parts		10%		
Published Price List Used Parts		Mitchell 1		

Towing Rates	no bid		
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SECTION IV - Auto Body Repair/Refinish			
	New Scotland Auto Center	Lazzaro's Autobody	
Hours of Operations			
Monday - Friday	No bid	7:00 a.m. - 4:00 p.m. M- Th 7 a.m. - 11:00 a.m. Friday	
Saturday or Holidays		N/A	
Mechanical labor Rate Hourly Automotive		\$ 49.00	
Mechanical labor Rate Hourly Heavy Truck		\$ 49.00	
Mechanical labor Rate Hourly Frame Straighening		\$ 49.00	
Discount Parts/Material		10%	
Published Price List Used Parts			
Towing Rates		No Charge	

RESOLUTION NO. 183

AUTHORIZING AGREEMENTS REGARDING VEHICLE MAINTENANCE AND REPAIRS FOR COUNTY-OWNED VEHICLES

Introduced: 5/11/20
By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into one-year agreements with two consecutive one-year options to renew, with Dott's Garage, Destination Nissan, Lazzaro's Autobody, Inc., New Scotland Auto, and Route 85 Body Works, and

WHEREAS, In cooperation with the County Purchasing Department, the Sheriff's Office issued a Request for Bids (RFB) regarding vehicle maintenance and repairs, and

WHEREAS, After a thorough review of the RFB responses, the Sheriff's Office has recommended that the County enter into agreements with five vendors for full service lube, oil, filter changes, car repairs, tune-ups, repair and rebuild transmissions, and auto body repair/refinish for County-owned vehicles, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the following vendors regarding vehicle maintenance and repairs for County-owned vehicles for a term commencing May 1, 2020 and ending April 30, 2021, with two one-year options to renew, at rates established and in accordance with the responses to the aforementioned RFB:

Zone A

Zone B

Zone C

Destination Nissan
770 Central Avenue
Albany, NY 12206

Destination Nissan
770 Central Avenue
Albany, NY 12206

Destination Nissan
770 Central Avenue
Albany, NY 12206

Dott's Garage
1177 Central Avenue
Albany, NY 12205

Dott's Garage
1177 Central Avenue
Albany, NY 12205

Dott's Garage
1177 Central Avenue
Albany, NY 12205

Lazzaro's Autobody, Inc
60 Arch Street
Green Island, NY 12183

New Scotland Auto
1958 New Scotland Road
Slingerlands, NY 12159

Lazzaro's Autobody, Inc
60 Arch Street
Green Island, NY 12183

New Scotland Auto
1958 New Scotland Road
Slingerlands, NY 12159

Route 85 Body Works
2460 New Scotland Road
Voorheesville, NY 12189

New Scotland Auto
1958 New Scotland Road
Slingerlands, NY 12159

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements 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 - 5/11/20