

County of Albany

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



Meeting Agenda

Thursday, August 29, 2024

5:30 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Public Safety Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "M" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE REGARDING THE WELFARE AND SAFETY OF PETS IN VEHICLES
3. LOCAL LAW NO. "M" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE REGARDING THE WELFARE AND SAFETY OF PETS IN VEHICLES
4. AMENDING RESOLUTION NO. 536 FOR 2013 REGARDING RADIO MAINTENANCE COSTS AT THE E911 CENTER
5. AUTHORIZING A LEASE AGREEMENT REGARDING LAND BEING USED FOR A WIRELESS COMMUNICATIONS FACILITY
6. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM REGARDING COURT SECURITY FOR SUPREME AND COUNTY COURTS
7. AMENDING RESOLUTION NO. 380 FOR 2022, AS AMENDED, REGARDING VOICE TO TEXT TRANSLATION SERVICES FOR THE E911 PHONE SYSTEM
8. AMENDING RESOLUTION NO. 46 FOR 2024 REGARDING E911 SYSTEM EQUIPMENT AND SERVICES FOR THE TOWNS OF BETHLEHEM, COLONIE, AND GUILDERLAND
9. AUTHORIZING AN AGREEMENT WITH ABS SOLUTIONS, LLC REGARDING THE PURCHASE OF MICROSOFT OFFICE 365 FOR THE SHERIFF'S OFFICE
10. AUTHORIZING AN AGREEMENT WITH ASPIRE REGARDING SOFTWARE, HARDWARE, AND IMPLEMENTATION OF A NEW UNIFIED CISCO COMMUNICATIONS SOLUTION FOR THE SHERIFF'S OFFICE

11. AMENDING THE 2024 SHERIFF'S OFFICE BUDGET: AUCTIONED AGENCY VEHICLES

12. AUTHORIZING AN AGREEMENT WITH AXON ENTERPRISE, INC. REGARDING THE PURCHASE OF AXON 3 BODY-WORN CAMERAS FOR THE EMERGENCY MEDICAL SERVICES UNIT AND AMENDING THE 2024 SHERIFF'S OFFICE BUDGET

County of Albany

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



Meeting Minutes

Thursday, July 25, 2024

5:30 PM

Harold L. Joyce Albany County Office Building
Cahill Room - First Floor

Public Safety Committee

PREVIOUS BUSINESS:

- Present:** Frank J. Commisso, Robert J. Beston, Gary W. Domalewicz, Beroro T. Efekoro, Gilbert F. Ethier, Sean E. Ward, Zach Collins and Patrice Lockart
- Excused:** William M. Clay

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:

2. AMENDING THE 2024 SHERIFF'S OFFICE BUDGET: COMMANDER POSITION

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

3. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE 2024-2025 LAW ENFORCEMENT TECHNOLOGY PROGRAM 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.

4. AUTHORIZING AN AGREEMENT WITH AXON ENTERPRISES, INC. REGARDING THE PURCHASE OF IN-CAR LPR CAMERAS

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

5. AUTHORIZING AN AGREEMENT WITH SAMYAK SOLUTIONS, INC. REGARDING THE PURCHASE OF HANDHELD RAMAN SPECTROMETER UNITS

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

6. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS

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

7. AMENDING RESOLUTION NO. 377 FOR 2022 REGARDING THE 2022 DOMESTIC TERRORISM PREVENTION GRANT 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.

8. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE 2024 GUN INVOLVED VIOLENCE ELIMINATION GRANT 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.

9. AMENDING THE 2024 SHERIFF'S OFFICE BUDGET: PERSONNEL ADJUSTMENTS

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

10. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE GUN INVOLVED VIOLENCE ELIMINATION GRANT

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

11. AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE REGARDING RESPITE SERVICES FOR PROBATION RAISE THE AGE YOUTH

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

12. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE STATE HOMELAND SECURITY AND STATE LAW ENFORCEMENT TERRORISM PREVENTION PROGRAMS

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

13. AUTHORIZING AN AGREEMENT WITH THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD REGARDING JOB READINESS TRAINING FOR INDIVIDUALS RELEASED FROM THE ALBANY COUNTY CORRECTIONAL FACILITY AND CLIENTS OF THE SHERIFF'S HOMELESS IMPROVEMENT PROGRAM

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

LOCAL LAW NO. “M” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE REGARDING THE WELFARE AND SAFETY OF PETS IN VEHICLES

Introduced: 7/8/24

By Ward, Feeney, Plotsky, Beston, Cleary, Rosano, Ricard, Laurilliard and Lekakis:

A Local Law amending Chapter 288 of the Albany County Code to create penalties for driving with a pet positioned on the driver’s lap, roaming freely in the driver’s immediate area, obstructing the driver’s view, interfering with vehicle control, or engaging in distracting behaviors for the driver.

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 V, titled **Welfare and Safety of Pets in Vehicles**.

Section 2. § 288-26, Title.

This Local Law shall be known as the “PAWS Law: Pets in Automobiles – Welfare and Safety.”

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

This Legislature recognizes the importance of ensuring the safety and well-being of both drivers and their pets while traveling on our roadways. Pets can be a source of distraction for drivers, diverting their attention away from the road and increasing the likelihood of accidents.

The Legislature acknowledges that driving with a pet on one’s lap or allowing a pet to roam freely in the driver’s immediate area can significantly impair a driver’s ability to safely operate a motor vehicle. This behavior increases the risk of accidents, injuries, and fatalities for both vehicle occupants, other road users, and pedestrians. Prohibiting pets from sitting on the driver helps minimize distractions and contributes to safer driving conditions.

The current penalties for distracted driving, while valuable in addressing various forms of driver distraction, do not adequately address the specific danger posed by driving with a pet on one's lap or in the driver’s immediate area. The risks associated

with this behavior are significant and warrant special attention and deterrent measures.

Therefore, the purpose of this Local Law is to promote responsible pet ownership and enhance public safety by prohibiting drivers from operating a motor vehicle with a pet on their lap, roaming freely in the driver's immediate area, obstructing the driver's view, or engaging in distracting behaviors.

Section 4. § 288-28, Definitions.

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

“Distracted Driving” – Any activity that diverts attention from driving, including:

- Visual Distractions: Taking the driver’s eyes off the road.
- Manual Distractions: Taking the driver’s hands off the wheel.

For the purposes of this law, distracted driving specifically includes, but is not limited to, driving with a pet that is:

- Positioned on the driver’s lap.
- Roaming freely in the driver’s immediate/grabbable area.
- Obstructing the driver’s view.
- Interfering with vehicle control.

“Pet” – Any domesticated animal that is commonly kept for companionship or household purposes, including but not limited to dogs, cats, rabbits, birds, and other similar animals.

“Driver’s Immediate Area” – The space encompassing the driver’s seat, including the driver’s lap, shoulders, arms, and any part of the vehicle that the driver can directly reach while maintaining a seated driving position (also known as the “grabbable area”).

“Obstructing the Driver’s View” – Any position or movement of a pet that blocks or limits the driver’s ability to see the road, mirrors, instruments, or other vehicles.

“Distracting Behaviors” – Actions performed by a pet that divert the driver’s attention from operating the vehicle safely, including but not limited to climbing onto the steering wheel, dashboard, or other areas that require the driver’s focus.

“Interfering with Vehicle Control” – Any action or presence of a pet that hinders the driver’s ability to operate the vehicle’s steering, braking, accelerating, or other essential driving functions.

Section 5. § 288-29, Prohibitions.

- (A) No person shall operate a motor vehicle while a pet is positioned on their lap or within the driver's immediate/grabbable area. This shall not include a pet that is located on the front passenger seat.
- (B) No person shall operate a motor vehicle with a pet roaming freely in the driver's immediate/grabbable area, including on the driver's lap, shoulders, or arms.
- (C) No driver shall operate a motor vehicle with a pet obstructing the driver's view or interfering with their control of the vehicle in any way.
- (D) No driver shall operate a motor vehicle with a pet engaging in distracting behaviors.
- (E) This Local Law shall not apply in cases where a reasonable accommodation is provided under the Americans with Disabilities Act (ADA).

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

- (A) Any person who breaches any provision of this article shall be guilty of a violation, punishable by a fine not exceeding \$250 [\$500] for a first offense, and a fine not exceeding \$500 [\$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 90 days following its filing with the Office of the Secretary of State.

RESOLUTION NO. 423

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “M” FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE REGARDING THE WELFARE AND SAFETY OF PETS IN VEHICLES

Introduced: 7/8/24

By Ward, Feeney, Plotsky, Beston, Rosano, Ricard, Laurilliard and Lekakis:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “M” for 2024, “A Local Law of the County of Albany, New York Amending Chapter 288 of the Albany County Code Regarding the Welfare and Safety of Pets in Vehicles” to be held by the Albany County Legislature at 7:15 p.m. on Tuesday, July 23, 2024, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Law Committee – 7/8/24

Favorable Recommendation Law Committee – 7/24/24

LOCAL LAW NO. “M” FOR 2024

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

This Legislature recognizes the importance of ensuring the safety and well-being of both drivers and their pets while traveling on our roadways. Pets can be a source of distraction for drivers, diverting their attention away from the road and increasing the likelihood of accidents.

The Legislature acknowledges that driving with a pet on one’s lap or allowing a pet to roam freely in the driver’s immediate area can significantly impair a driver’s ability to safely operate a motor vehicle. This behavior increases the risk of accidents, injuries, and fatalities for both vehicle occupants, other road users, and pedestrians. Prohibiting pets from sitting on the driver helps minimize distractions and contributes to safer driving conditions.

The current penalties for distracted driving, while valuable in addressing various forms of driver distraction, do not adequately address the specific danger posed by driving with a pet on one's lap or in the driver’s immediate area. The risks associated

with this behavior are significant and warrant special attention and deterrent measures.

Therefore, the purpose of this Local Law is to promote responsible pet ownership and enhance public safety by prohibiting drivers from operating a motor vehicle with a pet on their lap, roaming freely in the driver's immediate area, obstructing the driver's view, or engaging in distracting behaviors.

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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 90 days 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

August 1, 2024

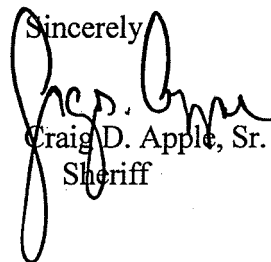
Honorable Joanne Cunningham
Legislative Chairwoman
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman ⁵⁰ Cunningham:

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

Legislative approval is required to amend Resolution No. 536 for 2013 with Motorola Solutions to increase radio maintenance costs for New APX radio features and the addition of 16 new consoles at the new 911 center located at 26 Olive Street, Clarksville NY. The cost shall not exceed \$538,269.00 for a 3 year term. The cost will be \$179,423.00 per year ending in 2027 along with the existing maintenance agreement.

Should there be any questions, please do not hesitate to contact me.

Sincerely

Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Chairwoman

REQUEST FOR LEGISLATIVE ACTION

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

DATE : August 1, 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) _____
- Amending prior resolution to increase radio maintenance costs for new APX portable radios.

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):

Motorola Solutions

500 W Monroe Street

Chicago, IL 60661

AMOUNT/RATE SCHEDULE/FEE:

\$538,269.00

TERM:

10/01/2024-09/30/2027

SCOPE OF SERVICES:

Increase System Maintenance for New APX Radios

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET:

YES

X

NO

FUNDING SOURCE:

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION:

A93020.44046

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 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



QUOTE-2618011

Albany County Sheriff's Dept

Billing Address: 16 EAGLE ST COUNTY COURT HOUSE RM 79, ALBANY, NY, 12207

Quote Date: 6/11/2024
Quote Expiration Date:
Quote Created By: Jenna Lenartz

Customer: Albany County Sheriff's Dept

Customer #: 1035432369
Contract Number: USCO00801278
Contract Modifier:
Contract Start Date: 1/1/2025
Contract End Date: 12/31/2027
Payment Cycle: Annually
PO#:

Line #	Item Number	Description	Device Quantity	Term	List Price	Sale Price	Ext. Sale Price
1	LSV01S03447A	APX NEXT DMS Essential with Accidental Damage	250	36 MONTHS	\$451.08	\$451.08	\$112,770.00
2	LSV01S03082A	RadioCentral Programming	250	36 MONTHS	\$96.12	\$96.12	\$24,030.00
3	SSV01S01407A	SmartProgramming	250	36 MONTHS	\$432.00	\$225.00	\$56,250.00
4	SSV01S01406A	SmartConnect	250	36 MONTHS	\$432.00	\$225.00	\$56,250.00
5	SSV01S01476A	SmartLocate	250	36 MONTHS	\$432.00	\$225.00	\$56,250.00
6	SSV01S01907A	SmartMapping	250	36 MONTHS	\$432.00	\$225.00	\$56,250.00

Notes:

Net Total	\$361,800.00
Estimated Tax	\$0.00
Estimated Freight	\$0.00
Grand Total	\$361,800.00

- over 37

Motorola's quote (Quote Number: 2618011 Dated: 6/11/2024) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Purchase Terms and Conditions govern the purchase of the Products. THE PURCHASE OF SUBSCRIPTION SERVICES REQUIRES MONTHLY OR ANNUAL PAYMENTS AND SUCH SERVICES ARE GOVERNED BY THE MOTOROLA SUBSCRIPTION SERVICES TERMS WHICH ARE SUPPORTING MATERIALS USED TO AFFECT THE SALE OF THE SERVICE. Motorola's Standard Terms of Use, Purchase Terms and Conditions and Subscription Services terms can be found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: Jenna Lenartz

By: _____

Name: Jenna Lenartz

Name: _____

Title: Software & Services Sales

Title: _____

Date: 7/16/2024

Date: _____



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-2618011
 Contract Number: USC000801278
 Contract Modifier: R03-MAR-24 10:17:18

Date:04/29/2024

Company Name: ALBANY COUNTY SHERIFF'S DEPT
Attn:
Billing Address: 16 EAGLE ST COUNTY COURT HOUSE RM 79
City, State, Zip: ALBANY , NY, 12207
Customer Contact:
Phone:

Required P.O. :
 PO # :
 Customer # :1035432369
 Bill to Tag # :
 Contract Start Date :01-Oct-2024
 Contract End Date :30-Sep-2027
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$5,533.65
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$28,264.84
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$3,190.99
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$124,185.94
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$1,595.52
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$13,698.96
		Subtotal - Recurring Services	\$11,764.66
		Subtotal - One-Time Event Services	\$0.00
		Total	\$176,469.90
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

3 years ACSO new Dispatch maintenance - correlates with main contract term remaining

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at <https://www.motorolasolutions.com/en-us/managed-support-services/cybersecurity.html>) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2618011
Contract Number: USC000801278
Contract Modifier: R03-MAR-24 10:17:18

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

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

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



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2618011
Contract Number: USC000801278
Contract Modifier: R03-MAR-24 10:17:18

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2618011
Contract Number: USC000801278
Contract Modifier: R03-MAR-24 10:17:18

Cybersecurity Online Terms Acknowledgement

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

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

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

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

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

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

Revised Sept 03, 2022

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

July 31, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
Legislative Clerk's Office
112 State Street, Room 710
Albany, NY 12207

Dear Ms. Cunningham:

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

Legislative approval is being requested to allow the Albany County Executive Daniel P. McCoy to enter into a five (5) year Lease Agreement with William Biers for lease of approximately 4,200 square feet of land with improvements thereon, located at Tax Map Parcel Numbers 142.-1-12 and 142.-1-11.1 in the Town of Coeymans, County of Albany and State of New York, for use as a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures incidental thereto. This Lease Agreement which will take effect May 1, 2024 through April 30, 2029, has four subsequent automatic renewal periods consisting of five years each at the option of Albany County, and is a renewal of a pre-existing Lease Agreement between Albany County and William Biers, which dates back to October 16, 2016.

This Lease Agreement renewal negotiated between Albany County and William Biers reflects an increase in rent payable from the County of Albany as follows:

Current Rent:	\$24,000.00 annually
Year 1:	\$27,000.00 annually
Year 2:	\$27,810.00 annually
Year 3:	\$28,644.00 annually
Year 4:	\$29,504.00 annually
Year 5:	\$30,389.00 annually

Should Albany County decide to exercise its option to extend this Lease Agreement beyond the initial five-year term, the rent payable for each subsequent year after year 5 shall automatically increase 3% annually.

Should there be any questions on this matter, please 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:	HAND _____
	COURIER _____
	MAIL _____

DATE : August 1, 2024

DEPARTMENT: Albany County Sheriff's Office

CONTACT PERSON: Sheriff Craig D. Apple Sr.

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: Sheriff Craig D. Apple Sr.

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) X

Lease Agreement in order to continue use of existing radio tower on property owned by William Biers in the town of Coeymans

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) X
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) X

This lease agreement is necessary so we may continue use of an existing radio tower on the property owned by Mr. William Biers in the Town of Coeymans

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):
Mr. William Biers
319 Biers Road
Coeymans Hollow, NY 12046
AMOUNT/RATE SCHEDULE/FEE: NTE 143,347.00
TERM: 5 years
SCOPE OF SERVICES: This lease will allow the County to continue using
a radio tower on his property which is necessary to maintain coverage
on the County cell.

CONTRACT FUNDING:
ANTICIPATED IN CURRENT BUDGET: YES NO
FUNDING SOURCE: E-911 SURCHARGE MONEY
COUNTY BUDGET ACCOUNTS:
REVENUE: A13020.01140
APPROPRIATION: A93020.17.4046
BOND (RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES NO
IF MANDATED CITE: AUTHORITY
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES NO
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:
A93020.17.4046

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)
FEDERAL
STATE
COUNTY 100%
TERM/LENGTH OF FUNDING 5 Years

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

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
Necessary to help maintain radio coverage on the County cell.

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

August 1, 2024

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

Dear Ms. ~~Cunningham~~ ^{JB}:

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 a five (5) year agreement with New York State Unified Court System for Court Security provided by the Albany County Sheriff's Office for Supreme & County Courts. The maximum monetary reimbursement amount for the period commencing on April 1, 2024 and termination on March 31, 2025 shall not exceed One Million Six Hundred Ninety-Three Thousand Three Hundred and Forty-One Dollars (\$1,693,341.00).

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:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : August 1, 2024

DEPARTMENT: Albany County Sheriff's Office

CONTACT PERSON: Sheriff Craig D. Apple, Sr.

TELEPHONE: 518-447-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: Sheriff Craig D. Apple, Sr.

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) _____
- Authorizing an agreement with the NYS Unified Court System from 04/01/24 thru 03/31/2029

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) Authorizing Agreement with
- NYS Unified Court System for Court Security Supreme & County Courts for 5 Year Contract
- April 1, 2024 Thru March 31, 2029

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: **PARTY (NAME/ADDRESS):**
NEW YORK STATE UNIFIED COURT SYSTEM
2500 POND VIEW, SUITE 210
CASTLETON-ON HUDSON NY 12033
AMOUNT/RATE SCHEDULE/FEE:
\$ 1,693,341.00 (1ST YR OF 5 YEAR CONTRACT)
TERM: 4/1/2024-3/31/2029
SCOPE OF SERVICES: Court Security provided by the Albany County
Sheriff's Office for Supreme & County Courts

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES NO
 FUNDING SOURCE: **NYS UNIFIED COURT SYSTEM**

COUNTY BUDGET ACCOUNTS:

REVENUE: **A33110.03331 - SECURITY SERVICE UNIFIED COURTS**

APPROPRIATION: **A93110.14138 (DEPUTY LINE)**

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

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES NO

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL _____

STATE **100%**

COUNTY _____

TERM/LENGTH OF FUNDING **4/1/2024-3/31/2029**

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: _____

DATE OF ADOPTION: _____

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

Authorizing an agreement with the NYS UNIFIED COURT SYSTEM regarding Court

security for Supreme, and County Courts - New Five Year Term 04/01/24-03/31/29.

Maximum Compensation for 4/1/24-3/31/25 to be \$1,693,341.00

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**

Municipality: Albany County
Contract Number: C200544

Agreement

This Agreement, made and entered into between the NEW YORK STATE UNIFIED COURT SYSTEM (hereinafter "UCS"), 25 Beaver Street, New York, New York 10004

County of Albany, 16 Eagle Street, Albany, NY 12207

Specify Name and Address

(hereinafter "Contractor") is for the purposes of insuring that adequate security services are available in the courts of

Albany County

Specify County or City

and providing for reimbursement to CONTRACTOR for furnishing these services. In consideration of the mutual promises herein contained, the parties agree that:

I. TERM OF AGREEMENT

A. This Agreement, including attached Appendices A, B, B-1, C, C-1 and D, shall be for a term commencing on April 1, 2024 when signed by the parties and approved by all necessary government agencies and shall continue for a maximum of five (5) years, through March 31, 2029, unless terminated earlier or extended pursuant to its terms.

B. This term shall consist of one-year periods (hereinafter "PERIOD"), each of which shall have its own maximum amount of monetary reimbursement by UCS to CONTRACTOR for that PERIOD, as provided in Section III(B)(1) of this Agreement. In addition, each PERIOD shall have its own staffing schedule, in the form of new Appendices B and B-1, to replace the Appendices B and B-1 in this Agreement or in any amendment hereto.

C. The initial period of this Agreement shall commence on April 1, 2024 and shall terminate on March 31, 2029 and the subsequent one-year periods shall commence on the first day of April and terminate on the last day of March in each succeeding year in the term of the Agreement.

D. The parties agree that any change in the dates of each subsequent PERIOD, as well as the maximum compensation and the new staffing schedule for that PERIOD, shall be established by the mutual written agreement of the parties. The maximum compensation for a subsequent PERIOD shall be subject to the approval of the Comptroller of the State of New York (OSC) if the maximum compensation for the applicable PERIOD exceeds the maximum compensation for the immediately preceding PERIOD by more than four percent (4%).

E. Upon completion of the five-year term, UCS will submit to OSC a cumulative reconciliation identifying approved maximum compensation amounts and actual expenditures for each PERIOD. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

II. SCOPE OF CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR agrees to provide security services to the designated courts set forth in APPENDIX B in accordance with the following understandings, terms and conditions:

A. NATURE OF SERVICES PROVIDED

1. CONTRACTOR shall protect and guard the judges, nonjudicial officers and employees, trial jurors, parties, attorneys, witnesses, and the general public in the designated courts, and on the court premises, as well as the property belonging to such courts.

2. CONTRACTOR shall perform any additional duties necessary to provide protection and maintain security in the designated courts and on the court premises, except that UCS shall not reimburse for the guarding of prisoners, providing prisoner transportation to and from correctional or holding facilities, or moving prisoners within the courts.

3. CONTRACTOR agrees to abide by all policies and procedures for court security personnel established by UCS concerning the delivery of security services.

4. CONTRACTOR agrees that all court security training programs will be consistent with UCS policies and procedures, and that curricula for such programs will be submitted to UCS in writing for prior approval.

5. CONTRACTOR shall provide such additional court security services as UCS or its designee may require.

B. OBLIGATIONS OF CONTRACTOR AND UCS

1. CONTRACTOR shall supply DCJS-certified, police and/or peace officer personnel within CONTRACTOR's employ as security personnel to provide security services in accordance with the provisions of Section II paragraph A above for the court or courts designated in this Agreement. All security personnel, with the exception of court attendants, employed pursuant to this Agreement (a) shall meet the physical, mental, skill and age requirements for all other police/peace officer personnel employed by the CONTRACTOR and (b) shall have satisfied all training requirements pursuant to either section 209 (q) of the General Municipal Law or section 2.30 of the Criminal Procedure Law. CONTRACTOR shall certify all police officer personnel as defined in section 1.20 of the Criminal Procedure Law and all peace officer personnel as defined in section 2.10 of the Criminal Procedure Law in the central state registry of police officers and peace officers (Registry) as required by section 845 of the Executive Law. Deputy Sheriffs certified in the Registry pursuant to their assignments by CONTRACTOR to correction officer duties may be assigned to the court security pool. The carrying of firearms by contractual security personnel is strictly prohibited unless such security personnel are certified in the Registry.

2. CONTRACTOR shall designate one of its security personnel as listed in Appendix B-1 to serve as Security Supervisor for CONTRACTOR. The Security Supervisor shall be responsible for the on-site administration of CONTRACTOR's security program. The responsibilities of the Security Supervisor shall include, but not be limited to, directing, supervising and monitoring the day-to-day work and conduct of security personnel supplied by CONTRACTOR pursuant to this Agreement, maintaining daily attendance records for such employees and insuring that such employees properly perform security functions in the locations to which they are assigned pursuant to subparagraph (3) below. UCS may, in its discretion, require CONTRACTOR to designate additional supervisors, according to the needs of the designated courts.

3. The Administrative Judge of the Judicial District, on behalf of UCS, shall designate at least one person employed by UCS to serve as Security Coordinator for UCS. The Security Coordinator shall be responsible for determining the specific security functions and locations within the designated courts to which CONTRACTOR shall assign its employees, in accordance with the needs of the designated courts as determined by the Security Coordinator. The Security Supervisor shall confer with the Security Coordinator regarding the daily staffing requirements of individual courts. The Security Coordinator shall determine the time and hours during which CONTRACTOR's employees shall be needed to furnish security services in each court and shall monitor the daily attendance records maintained by CONTRACTOR's Security Supervisors for the designated courts.

4. CONTRACTOR's Security Supervisor and UCS's Security Coordinator shall continually review and evaluate the security services provided by CONTRACTOR. CONTRACTOR's Security Supervisor shall consult with

and acquire the approval of the Security Coordinator or, in his/her absence, the Clerk of the Court, prior to taking any action not otherwise prohibited by the terms of this Agreement that may affect court security in the designated courts or on court premises or that may interfere with normal court operations.

C. DEPLOYMENT REQUIREMENTS

1. CONTRACTOR shall select and designate at least the minimum number, and not more than the maximum number, of security personnel set forth in Appendix B to a security pool maintained for the purpose of deployment to the designated courts. The minimum number of personnel for each court shall be designated exclusively to the security pool and assigned to the applicable court on a regular basis. The assignment of personnel above the minimum number and up to the maximum number shall be based upon need as determined by the UCS Security Coordinator. UCS may require CONTRACTOR to select, designate and assign additional security personnel above the maximum number set forth in Appendix B to the security pool as UCS may determine, in its discretion, are needed in the designated courts, provided that such additional security personnel shall not cause expenditures to go beyond the funding limitation for that PERIOD. Contractor shall not make any additions to the security pool without the express prior written consent of UCS. Only security personnel who are members of the security pool may be assigned by CONTRACTOR to provide court security services. All security positions to be filled by CONTRACTOR shall be listed in Appendices B and B-1 to this Agreement. Appendix B-1 shall include the title, rank and the registry to which the person filling that position is certified.

2. In those instances in which CONTRACTOR is to provide security services for several courts within a county or city, CONTRACTOR, as far as practicable and upon the request of the UCS, shall designate and assign the same security personnel to each court on a continuing basis. Except in cases of emergencies or requests by UCS, security personnel assigned to a specific court shall not be removed or reassigned to another court by CONTRACTOR. In the event of such emergency removal or reassignment, CONTRACTOR shall notify the Security Coordinator forthwith.

3. CONTRACTOR shall provide a replacement for any security personnel assigned to a court pursuant to this Agreement who is absent from his or her assigned location for any reason, unless the Security Coordinator determines that a replacement is not necessary.

4. CONTRACTOR shall replace any of its employees assigned to provide court security whom UCS determines is performing unsatisfactorily. UCS will participate in any appropriate disciplinary proceeding required pursuant to the appropriate collective bargaining agreement between employee and CONTRACTOR.

5. All additions and replacements to the security pool must meet all criteria for security personnel specified in Section II(B)(1) above. The assignment of additional and replacement security personnel who are ranking officers or officers in overtime status may be made only with the prior written consent of UCS. In the event that Contractor assigns ranking officers or officers in overtime status as additional or replacement security personnel without the prior written consent of UCS, Contractor will be reimbursed for the hours worked by such personnel as specified in Section III(B)(1)(h).

III. FINANCIAL OBLIGATIONS AND REPORTING REQUIREMENTS

A. DOCUMENTATION AND VERIFICATION

1. CONTRACTOR shall maintain, in the format prescribed in Appendices C or C-1, as applicable, a monthly log for each court in which security services are provided, indicating for each employee the number of hours worked and the hourly rate paid, together with the total amount expended for all employees assigned to provide security services. Daily sign-in and sign-out sheets also shall be maintained for each court by CONTRACTOR, in the format prescribed in Appendix D, on which shall be recorded the attendance and hours actually worked by each of CONTRACTOR's employees in that court. The daily attendance records and monthly logs must be reviewed for accuracy by the Security Supervisor and certified by the CONTRACTOR before a request for payment will be

processed by UCS.

2. Within ten (10) days after the end of each month, CONTRACTOR shall submit to UCS a voucher, in a format to be provided to CONTRACTOR by UCS, for reimbursement of monies expended by CONTRACTOR to provide court security services during the preceding month. CONTRACTOR shall sign and forward the voucher, together with copies of all monthly log sheets and daily attendance records for its employees, to: (insert name, title, and address)

David Cardona, Chief Clerk IV

Albany Supreme & County Court

16 Eagle Street, Room 102

Albany, NY 12207

3. UCS, upon receiving the voucher, monthly log sheets and daily attendance records, shall review the expenditures, approve allowable costs in accordance with paragraph (B) of this section, and submit the voucher to the New York State Department of Audit and Control for payment to CONTRACTOR.

B. ALLOWABLE COSTS

1. UCS shall reimburse CONTRACTOR in an amount equal to allowable costs paid by CONTRACTOR for its employees who are assigned to provide security services for the designated courts pursuant to the terms of this Agreement, provided, however, that the total amount of reimbursement during the initial PERIOD of this Agreement shall not exceed \$ 1,693,341. The reimbursement not-to-exceed amount must be equal to the amount of the average annual salary and the average annual fringe benefits for employees assigned to provide security pursuant to this agreement as specified in Appendix B. The average annual salary and average annual fringe benefits must include all allowable reimbursable costs as specified in paragraph B of this section. For each subsequent one-year period, a new Appendix B and a new Appendix B-1 will be submitted.

a. The allowable reimbursement costs for each employee assigned to the designated courts shall in no event exceed the monies paid to an employee of CONTRACTOR holding a similar title with similar time in service pursuant to a collective bargaining contract or other agreement applicable to CONTRACTOR's other law enforcement employees.

b. Consistent with the limitations detailed herein, reimbursable costs shall include the total costs expended monthly by CONTRACTOR for employees performing court security services pursuant to this Agreement for actual hours worked, overtime as provided in subparagraph (f) below, paid leave, fringe benefits (including uniform maintenance), pensions, and wages while in attendance at in-service training programs, as provided in subparagraph (e) below. Fringe benefit categories and their percentages shall be itemized on Appendix B for each PERIOD.

c. The monthly total costs set forth in subparagraph (b) above shall be based on the hourly rate for services rendered by each employee of CONTRACTOR providing security services pursuant to this Agreement, except as specified in subparagraph (h) below, and shall contain a written breakdown setting forth the portions of the hourly rate allocable to salary and the portions allocable to each fringe benefit.

d. Prior to the end of each PERIOD during which this Agreement is in effect, CONTRACTOR shall provide UCS with an accounting of the fringe benefits actually paid by CONTRACTOR during the prior fiscal year or PERIOD on behalf of its employees who performed services for UCS. In the event of any discrepancy between the amount of allowable fringe benefits paid by CONTRACTOR and the amount reimbursed to CONTRACTOR by UCS for these fringe benefits, the parties agree to reconcile the difference, either by CONTRACTOR refunding money to UCS or by additional payments from UCS to CONTRACTOR. Any such reconciliation must be completed by September first of each year.

e. CONTRACTOR may be reimbursed for an employee providing services pursuant to this Agreement while such employee is in attendance at in-service training programs only if

CONTRACTOR has received prior written approval from UCS for said employee's attendance at such training programs. In addition, UCS shall reimburse CONTRACTOR for the wages of an employee specifically hired to perform court security services for UCS pursuant to this Agreement whose initial assignment to the court security pool occurs on or after April 1, 2024, and whose assignment is: (i) in replacement of an employee who left the employ of Contractor; or (ii) pursuant to an expansion of the number of personnel in the court security pool requested by UCS; or (iii) due to other circumstances approved in advance in writing by UCS, while said employee is in attendance at up to thirty-five (35) hours of initial basic training and up to forty-seven (47) hours of initial firearms training for peace officer certification as mandated by the New York State Division of Criminal Justice Services.

f. Overtime shall be reimbursable only when required and pre-approved in writing by UCS.

g. The cost to CONTRACTOR for paid leave time for its employees who are assigned to provide security services for UCS pursuant to this Agreement shall be reimbursable only where such leave time actually is earned by each employee during the term of this Agreement for services in the courts. The cost of leave time shall be factored into the hourly reimbursement rate for each employee by computing the cost of paid leave on a "per hours worked" basis and adding the amount to the hourly reimbursement rate.

h. In the event that CONTRACTOR assigns ranking officers or officers in overtime status as additional or replacement security personnel without the prior written consent of UCS, CONTRACTOR will be reimbursed for the hours worked by those employees as follows: (i) for an officer in overtime status, reimbursement will be at the officer's regular hourly rate (without overtime); and (ii) for a ranking officer, reimbursement will be at the at the hourly rate of the highest paid non-ranking officer regularly assigned to the security pool for the applicable court as set forth on Appendix B-1.

(i) Nothing contained in subparagraphs (a) through (h) of paragraph B(1) of Section III shall increase or be construed to increase the maximum total liability of the UCS under this Agreement to an amount in excess of the maximum reimbursement amount established for any Period of this Agreement.

2. It is expressly understood and agreed that section III, subparagraph (B)(1) above sets forth the full extent of UCS's liability to CONTRACTOR for expenditures made by CONTRACTOR in order to fulfill the terms of this Agreement. UCS shall not be liable to CONTRACTOR for any other expenditures, including, but not limited to:

a. Monies expended for the guarding of prisoners, providing prisoner transportation to and from correctional or holding facilities, or moving prisoners within the courts;

b. Except as otherwise provided herein, monies expended in connection with the recruitment, selection and training of security personnel to be assigned to the designated courts, including, but not limited to, expenditures for administering physical or written examinations, providing initial training as mandated by the New York State Division of Criminal Justice Services in excess of thirty-five (35) hours of basic training and forty-seven (47) hours of firearms training;

c. Monies expended for purchasing uniforms, equipment and supplies, including but not limited to portable radios, ballistic vests, firearms and ammunition; and

d. Monies expended for employees who are on paid leave, except as provided in section III, subparagraphs (B)(1)(b) and (g) above.

IV. STATUS OF CONTRACTOR AND ITS EMPLOYEES

It is expressly understood and agreed as follows:

- A. CONTRACTOR's status hereunder is that of an independent contractor.
- B. No employee of CONTRACTOR is an employee of UCS. CONTRACTOR is responsible for the work, direction, compensation and personal conduct of its employees who are assigned to provide security services for courts pursuant to this Agreement.
- C. Nothing included in this section or in any other provision of this Agreement shall be construed to impose any liability upon UCS to persons or other entities employed or engaged by CONTRACTOR or its employees, servants or agents or in any other capacity, or shall make UCS liable for the acts, omissions, liabilities, obligations or taxes of any nature, including without limitation, unemployment insurance and workers' compensation, of CONTRACTOR or its employees, servants, agents or independent contractors, provided however, that to the extent any tax, unemployment insurance or workers' compensation is an allowable cost pursuant to Appendix B, UCS shall reimburse Contractor for such allowable cost.
- D. CONTRACTOR shall hold the UCS harmless from, and indemnify UCS for, all liability, losses, costs or expenses (including reasonable counsel fees) which UCS may incur by reason of:
1. CONTRACTOR's performance or failure to perform under this Agreement;
 2. CONTRACTOR's breach of any term, provision, covenant, warranty or representation contained herein; and
 3. The enforcement of this Agreement or any provision hereof.

V. EXTENSION AND TERMINATION

- A. This Agreement may be extended as provided in Section I above and by mutual written agreement of the parties.
- B. This Agreement may be terminated with or without cause by UCS upon thirty (30) days written notification to CONTRACTOR.
- C. In the event of termination, UCS shall not be liable for reimbursement for any services rendered after the effective date of termination.
- D. CONTRACTOR shall, within twenty (20) days of the effective date of termination, render a final voucher as provided in Section III (A) (2) herein for all un-reimbursed services up to effective date of termination. Nothing in this section shall be construed to, or shall, increase the total liability of UCS under this Agreement above the maximum amount of reimbursement provided in Section III (B) (1) of this Agreement.

VI. OTHER TERMS AND CONDITIONS

- A. Appendices A, B, B-1, C, C-1 and D are attached hereto and made parts hereof.
- B. The Comptroller of the State of New York and UCS shall have the right to audit the books of account of CONTRACTOR with respect to the services rendered and expenses incurred pursuant to this Agreement, and such books of account shall be open to inspection by the Comptroller and UCS at any mutually convenient time or times. Records of CONTRACTOR pertaining to, or reflecting services performed under, the Agreement shall be retained as set forth in paragraph 10 of Appendix A.
- C. The headings used in this Agreement are for reference purposes only and are not controlling.
- D. The terms and conditions of this Agreement, together with its appendices, represent the full understanding of the parties, and no part of this Agreement may be changed without the express written consent of both parties, except as otherwise provided herein.

E. The parties agree that each shall perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereinafter in effect and that this Agreement shall be governed by and construed in accordance, with the laws of New York State.

F. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

G. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, collectively, shall constitute one agreement. For purposes of this Agreement, fax, .pdf, or photocopied signatures shall be deemed original signatures, which may be delivered via email, and shall have the same force and effect as if written in original ink.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR: CONTRACTOR

FOR: NEW YORK STATE UNIFIED COURT SYSTEM

BY: [Signature]

BY: _____

Name: Chris B. Spade

Maureen H. McAlary, Director
Division of Financial Management

Title: SIASRUE

Approved As to Form:
NYS Attorney General

Approved By:

Thomas P. DiNapoli
Comptroller

By: _____

By: _____

Dated: _____

Dated: _____

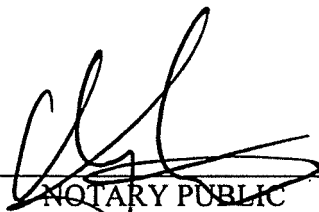
ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF ALBANY)

On this 11th day of July 2024 before me personally came Craig D. Apple to me personally

known, who, being by me sworn, did depose and say that s/he resides in Albany, New York

that s/he is the Sheriff of Albany County the municipality described in and which executed the within instrument; that s/he knows the seal of said municipality; that the seal affixed to said instrument is such municipal seal; and, that s/he was so authorized to sign her/his name thereto.



NOTARY PUBLIC
MEGAN NOONAN
Notary Public, State of New York
No. 01406139592
Qualified in Albany County
Commission Expires Jan. 9, 2026

July 2023

**New York State Unified Court System
Appendix A
Standard Clauses for all Contracts**

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective, or binding upon the State until it has been approved by the State Comptroller and filed in the Comptroller's office. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, or when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment, or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination, or disposition of appeal (2 NYCRR §105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason, including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing, and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **IDENTIFICATION NUMBER(S).**

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include

the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number; (ii) the payee's Federal social security number; and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1)The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2)The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

18. **PROCUREMENT LOBBYING.** To the extent this contract is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true, and accurate. In the event such certification is found to be

intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.

19. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.
20. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX BSTAFFING SCHEDULE

DESIGNATED COURT	TITLE	AVERAGE ANNUAL SALARY*	AVERAGE ANNUAL FRINGE BENEFITS*	ESTIMATED FTE	MAXIMUM COST
Albany Supreme & County	Deputy	\$67,156	\$43,759	11.75	\$1,303,251
Albany Supreme & County	Court Attendant	\$40,150	\$24,419	3.55	\$229,220
Albany Supreme & County	Sergeant	\$83,933	\$62,312	1.10	\$160,870
					\$0
					\$0
					\$0
					\$0
Maximum Annual Contract Amount					\$1,693,341

*Average annual salary and average annual fringe benefits must include all allowable reimbursable costs as specified in Section III(B) of the Agreement.

FRINGE BENEFITS

Fringe benefits pursuant to collective bargaining agreement for 2024. All applicable benefit categories must be listed below to be eligible for reimbursement.

Type	% of Salary (or Amount)		
	Deputies	Attendants	Sergeant
Retirement	23.45%	16.24%	24.40%
FICA/Medicare	7.65%	7.65%	7.65%
Health Insurance	28.30%	34.42%	31.54%
Longevity	1.07%	2.51%	5.96%
Lineup Rate	4.69%	0.00%	4.69%
	Deputies Total: 65.16%		
	Attendants Total: 60.82%		
	Sergeant Total: 74.24%		

APPENDIX B-1**STAFFING SCHEDULE**

04/01/2024- 03/31/2025

TITLE	RANK	NAME	CERTIFIED ON DCJS POLICE OR PEACE OFFICER REGISTRY
Deputy Sheriff		MUELLER, MATTHEW	YES
Deputy Sheriff		JAROSZ, JARRED	YES
Deputy Sheriff		UPTON BRANDON	YES
Deputy Sheriff		CONNELLY, THOMAS	YES
Deputy Sheriff		CROSS, RYAN	YES
Deputy Sheriff		STIGLMEIER, GREGORY	YES
Deputy Sheriff		APPLE, JAMES	YES
Deputy Sheriff		RINGLER, COLIN	YES
Deputy Sheriff		GEORGE, NICHOLAS	YES
Deputy Sheriff		RIDNER, FRANK	YES
Deputy Sheriff		GALLO, ANTHONY	YES
Deputy Sheriff		MARA, GRACE	YES
Deputy Sheriff		DOTT, KENNETH	YES
Deputy Sheriff		WARNER, JOSEPH	YES
Deputy Sheriff		MCGIVERN, JOHN	YES
Deputy Sheriff		O'MELIA, SERENA	YES
Deputy Sheriff		VAN ALSTYNE, KELSEY	YES
Deputy Sheriff		IUORNO, MATTHEW	YES
Deputy Sheriff		NOONAN, DEVIN	YES
Deputy Sheriff		STIGLMEIER, JOSEPH	YES
Deputy Sheriff		ROBERTSON, CONNOR	YES
Deputy Sheriff		GUICE, JOSEPH	YES
Deputy Sheriff		VANE, COLE	YES
Deputy Sheriff		DELORIEA, KAILA	YES
Deputy Sheriff		REDDY, WILLIAM	YES
Deputy Sheriff		BUZZARD, SHAWN	YES
Deputy Sheriff		QUAY, RYAN	YES
Deputy Sheriff		REILLY, MATT	YES
Deputy Sheriff		HUGHES, CHRISTOPHER	YES
Deputy Sheriff		LAWRENCE, JOHN	YES
Deputy Sheriff		DEGIORGIO, PAUL	YES
Deputy Sheriff		FRANCE, BRIAN	YES
Deputy Sheriff		IUORNO, NICHOLAS	YES
Deputy Sheriff		VAN WOEART, MATTHEW	YES
Deputy Sheriff		EVERS, ROBERT	YES

APPENDIX B-1STAFFING SCHEDULE

04/01/2024- 03/31/2025

Deputy Sheriff		JOHNSTON, CASEY	YES
Deputy Sheriff		MUNRETT III, GERALD	YES
Deputy Sheriff		HOTALING, CHAD	YES
Deputy Sheriff		STROLLO, PATRICK	YES
Deputy Sheriff		KEAN,ZACHARY	YES
Deputy Sheriff		HOLMES, PAUL	YES
Deputy Sheriff		WYGEL, NOAH	YES
Deputy Sheriff		VALENTINE, MACKENZIE	YES
Deputy Sheriff		KELLY, DENNIS	YES
Deputy Sheriff		TOMLIN, TYLER	YES
Deputy Sheriff		TUNNY, DECLAN	YES
Deputy Sheriff		MARCHENA, JAMES	YES
Deputy Sheriff		MARTEL, JOSEPH	YES
Deputy Sheriff		SVENDSEN, DANIKA	YES
Deputy Sheriff		FRISS, THOMAS	YES
Deputy Sheriff		HOTALING, STEPHEN	YES
Deputy Sheriff		TAYLOR, VICTORIA	YES
Deputy Sheriff		MCGILL, DEVIN	YES
Deputy Sheriff		SIDOTI, ANTHONY	YES
Deputy Sheriff		LABOMBARD, MATTHEW	YES
Deputy Sheriff		STAMMEL, ZACHARY	YES
Deputy Sheriff		VANDERVEER, DANIELLE	YES
Deputy Sheriff		MAISENBACHER, RYAN	YES
Deputy Sheriff		BUDKA, TIMOTHY	YES
Deputy Sheriff		MANNS, CLIFTON	YES
Deputy Sheriff		GIORDANO, ANTHONY	YES
Deputy Sheriff		SMITH, JESSE	YES
Deputy Sheriff		LEAMY, KRISTINA	YES
Deputy Sheriff		PASQUINI, VINCENT	YES
Deputy Sheriff		GERMANI, RYAN	YES
Deputy Sheriff		PATTI, BRIAN	YES
Deputy Sheriff		WHITING, PAUL	YES
Deputy Sheriff		BECKER, CAMERON	YES
Deputy Sheriff		HILSON II, JAMES	YES
Deputy Sheriff		RIVERS, COREY	YES
Deputy Sheriff		LIMA, LEWIS	YES
Deputy Sheriff		MATUSZEK, MICHAEL	YES

APPENDIX B-1STAFFING SCHEDULE

04/01/2024- 03/31/2025

Deputy Sheriff		SANO, MICHAEL	YES
Deputy Sheriff		AVALLONE-SERRA, JAMES	YES
Deputy Sheriff		SACCOCIO, ANTHONY	YES
Deputy Sheriff		HERRINGTON, CHANCE	YES
Deputy Sheriff		FLYNN, TIMOTHY	YES
Deputy Sheriff		STONE, GIUSEPPE	YES
Deputy Sheriff		DECKER, RYAN	YES
Deputy Sheriff		GUERRO, NICHOLAS	YES
Deputy Sheriff		SMITH, JOSEPH	YES
Deputy Sheriff		MCSHANE, EVAN	YES
Deputy Sheriff		RUSSO, LOUIS	YES
Deputy Sheriff		COCHRAN, JOHN-RUSSELL	YES
Deputy Sheriff		WILKES, MEGAN	YES
Deputy Sheriff		FELICIANO, JAYDEN	YES
Deputy Sheriff		CARTER, CAMERON	YES
Deputy Sheriff		WYGEL, CALEB	YES
Deputy Sheriff		WHITNEY, CYRUS	YES
Deputy Sheriff		ZEGERS, THEODORE	YES
Deputy Sheriff	Sheriffs Sergeant	YOUNG, TRESSA	YES
Deputy Sheriff	Sheriffs Sergeant	MAHAN, MICHAEL	YES
Deputy Sheriff	Sheriffs Sergeant	LAWLER, BRIAN	YES
Deputy Sheriff	Sheriffs Sergeant	HENRY, JOHN	YES
Deputy Sheriff	Sheriffs Sergeant	REISS, ANDREW	YES
Deputy Sheriff	Sheriffs Sergeant	SHOLTES, CODY	YES
Deputy Sheriff	Sheriffs Sergeant	CONDE, ERIC	YES
Deputy Sheriff	Sheriffs Sergeant	JOHNSTON, BRADLEY	YES
Deputy Sheriff	Sheriffs Sergeant	PUSHEE, JONATHAN	YES
Deputy Sheriff	Sheriffs Sergeant	PALUMBO, STEPHEN	YES
Court Attendant		DOUGLAS, NATHANIEL	NO
Court Attendant		HITCHCOCK, TODD J	NO
Court Attendant		JONES, LORMENZO	NO
Court Attendant		JORGE, BLAKE	NO
Court Attendant		ROULHAC, DONNELL	NO
Court Attendant P.T.		LONGO, MICHAEL	NO
Court Matron		MCCARROLL, MADISON N	NO
Court Matron		RYAN, NICOLE M	NO

APPENDIX C

MONTHLY LOG

_____ COURTS IN _____ COUNTY/CITY

FOR THE MONTH OF _____

1	2	3	4	5
NAME OF EMPLOYEE	ANNUAL SALARY	HOURLY RATE	TOTAL HOURS WORKED	TOTAL COST COL. 3 X COL.4
TOTAL				

I hereby certify that the entries on this log sheet are accurate and a correct record of the security services provided to this Court during the month specified.

Date: _____

Contractor: _____

For Administrative Judge's Use Only

I have reviewed the foregoing and state that, to the best of my knowledge, the entries on this log sheet are an accurate record of the security services provided to the Court on daily basis during the month specified.

Date: _____

Signature: _____

APPENDIX C-1

PER DIEM EMPLOYEES MONTHLY LOG

_____ COURTS IN _____ COUNTY/CITY

FOR THE MONTH OF _____

1	2	3	4	5
NAME OF EMPLOYEE	DATES WORKED	PER DIEM RATE	TOTAL DAYS WORKED	TOTAL COST COL 3 X COL 4
TOTAL				

I hereby certify that the entries on this log sheet are accurate and a correct record of the security services provided to this Court during the month specified.

Date: _____ Contractor: _____

For Administrative Judge's Use Only

I have reviewed the foregoing, and state that, to the best of my knowledge, the entries on this log sheet are an accurate record of the security services provided to the Court on a daily basis during the month specified.

Date: _____ Signature: _____

APPENDIX D

DAILY LOG

_____ COURTS IN _____ COUNTY/CITY

NAME OF EMPLOYEE: _____ FOR MONTH OF: _____

Date	Signature	Time In	Lunch Out	Lunch In	Signature	Time Out	No. of Hours
HOURLY RATE:					TOTAL HOURS:		
					TOTAL COST:		

I hereby certify that the entries on this log sheet are accurate and a correct record of the security services provided to this Court during the month specified.

Date: _____ Contractor: _____

I have reviewed the foregoing, and state that, to the best of my knowledge, the entries of this log sheet are an accurate record of the security services provided to the Court on a daily basis during the month specified.

Date: _____ Contractor: _____

For Administrative Judge's Use Only

I have reviewed the foregoing, and state that to the best of my knowledge the entries of this log sheet are an accurate record of the security services provided to the Court on a daily basis during the month specified.

Date: _____ District Office: _____

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

August 5, 2024

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

Re: Request for Legislative Action

Dear Chairwoman Cunningham:

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

Legislative approval is required to amend Resolution No. 97 of 2023 and its previously authorized associated agreement with Intrado to purchase a new voice to text translation service incorporated into the Intrado E911 phone system for all PSAPs in Albany County. This includes the Albany County Sheriff's Office PSAP as well as those supported by the Sheriff's E911 including the City of Albany, Town of Bethlehem, Town of Colonie, and Town of Guilderland. The annual costs will be \$60,424.00 with the total cost for this translation service not to exceed \$302,120.00 for the term of 5 years.

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. 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 : August 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: PUBLIC SAFETY

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION X
- 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) _____

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):

INTRADO LIFE AND SAFETY SOLUTIONS
1601 DRY CREEK DRIVE #250
LONGMONT, CO 80503

AMOUNT/RATE SCHEDULE/FEE:
60,424.00 (Cost of project \$302,120.00)

TERM:

SCOPE OF SERVICES: Amend prior authorization to include additional costs for the
new voice to text translation service for E911 phone system for all
PSAPS (PUBLIC SAFETY ANSWERING POINTS)

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES NO
FUNDING SOURCE: _____

COUNTY BUDGET ACCOUNTS:
REVENUE: _____

APPROPRIATION: A93020.44036
BOND(RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES NO

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES 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: #97

DATE OF ADOPTION: 3/13/2023

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

Amend prior authorization to include additional costs for E911 phone system
for voice to text translation.

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

RESOLUTION NO. 97**AMENDING RESOLUTION NO. 380 FOR 2022 REGARDING THE PURCHASE AND INSTALLATION OF AN IP PHONE SYSTEM WITH NEXGEN 911 FUNCTIONALITY AT THE SHERIFF'S OFFICE**

Introduced: 3/13/23

By Public Safety Committee:

WHEREAS, By Resolution No. 380 for 2022, this Honorable Body authorized an agreement with Intrado Life and Safety Solutions Corporation regarding the purchase and installation of an IP phone system with NexGen 911 Functionality in an amount not to exceed \$1,365,306 for a term commencing January 1, 2022 and ending December 31, 2024, and

WHEREAS, The Sheriff has indicated that an additional \$1,428,517 in funding will be necessary to complete the aforementioned project, and

WHEREAS, The Sheriff has indicated that the additional funding will come from already budgeted funds reallocated from Central Square who defaulted on their project, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 380 for 2022 is hereby amended to indicate the new total cost of the project is \$2,793,823, and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment 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 – 3/13/23



July 30, 2024

Kevin Demarest
 Director of Emergency Communications
 Albany County 911, NY
kevin.demarest@albanycountyny.gov

Re: 2024 Intrado Funding Request

Mr. Demarest,

Please see attached list of projects for 2024 that are currently being worked on. This will complete the installation of the VIPER – P911 phone system for Colonie PD, Guilderland PD and Bethlehem PD. This also provides voice translation services for the all the PSAP's in the County for a term of 66 months.

Quote #	Project Name	Amount
73925 v6	Albany County 911, NY - Albany PD - SVN (County)	\$110,161.03
73990 v7	Albany County 911, NY - Colonie PD 911 - SVN (County)	\$132,560.45
75515v1	Albany County 911, NY - SVN - Guilderland PD - Bethlehem PD	\$155,921.55
76703 v1	Albany County 911, NY - Guilderland PD - 2 AIMS & (1) Shelf	\$2,746.80
TBD	Albany County Voice Translation - All PSAP's – Service Term for 66 months	\$302,120.00
Total Request		\$703,509.83

Thank you and please don't hesitate to let me know if you have any questions or would like to discuss.

Sincerely,

Sandra McLaren
 Sr. Account Executive
smclaren@intrado.com

1601 Dry Creek Dr #250,
 Longmont, CO 80503

www.intrado.com

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

August 5, 2024

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

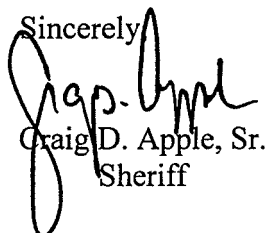
Re: Request for Legislative Action

Dear Chairwoman Cunningham:

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

Legislative approval is required to amend Resolution No. 46 of 2024 and its previously authorized associated agreement with Intrado to purchase and pay for additional telephone equipment and services that would allow the Town of Bethlehem, the Town of Colonie, and the Town of Guilderland to migrate from the end of life Central Square Technologies E911 system to the new Intrado NextGen E911 system. Costs for these added services and equipment are not to exceed \$86,505.00, the remainder of the total project costs having already been authorized under the previous resolution.

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. Wanda Willingham, Audit & Finance Committee

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<input checked="" type="checkbox"/> HAND
	<input type="checkbox"/> COURIER
	<input type="checkbox"/> MAIL

DATE : August 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: PUBLIC SAFETY

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____ X _____
- 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) _____

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):

INTRADO LIFE AND SAFETY SOLUTIONS

1601 DRY CREEK DRIVE #250

LONGMONT, CO 80503

AMOUNT/RATE SCHEDULE/FEE:

86,505.00 (total cost of project \$703,510)

TERM:

SCOPE OF SERVICES: Amend prior resolution to include additional cost of expanding the 911 System to other municipalities

PSAP (PUBLIC SAFETY ANSWERING POINTS)

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES X NO

FUNDING SOURCE: _____

COUNTY BUDGET ACCOUNTS:

REVENUE: _____

APPROPRIATION: A93020.44036

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

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: _____ YES 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 _____

STATE _____

COUNTY 100%

TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: #46

DATE OF ADOPTION: 2/12/2024

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

Amending Resolution to include additional cost for the expansion of the 911 System to other PSAP municipalities.

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

RESOLUTION NO. 46**AUTHORIZING AN AGREEMENT WITH INTRADO LIFE AND SAFETY SOLUTIONS REGARDING THE PURCHASE OF E911 EQUIPMENT FOR THE CITY OF ALBANY AND THE TOWNS OF BETHLEHEM, COLONIE AND GUILDERLAND**

Introduced: 2/12/24
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with Intrado Life and Safety Solutions Corporation regarding the purchase of telephone equipment and services with NexGen 911 Functionality for the City of Albany and the Towns of Bethlehem, Colonie and Guilderland in an amount not to exceed \$314,885 for a one-year term commencing on the contract execution date, and

WHEREAS, The Sheriff has indicated that Albany County will purchase the telephone equipment and the first year of services with the City of Albany and the Towns of Bethlehem, Colonie and Guilderland taking over the costs in the second year and going forward, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Intrado Life and Safety Solutions Corporation, Longmont, CO 80503 regarding the purchase of telephone equipment and services with NexGen 911 Functionality for the City of Albany and the Towns of Bethlehem, Colonie and Guilderland in an amount not to exceed \$314,885 for a one-year term commencing on the contract execution date, 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 - 2/12/24



July 30, 2024

Kevin Demarest
Director of Emergency Communications
Albany County 911, NY
kevin.demarest@albanycountyny.gov

Re: 2024 Intrado Funding Request

Mr. Demarest,

Please see attached list of projects for 2024 that are currently being worked on. This will complete the installation of the VIPER – P911 phone system for Colonie PD, Guilderland PD and Bethlehem PD. This also provides voice translation services for the all the PSAP's in the County for a term of 66 months.

Quote #	Project Name	Amount
73925 v6	Albany County 911, NY - Albany PD - SVN (County)	\$110,161.03
73990 v7	Albany County 911, NY - Colonie PD 911 - SVN (County)	\$132,560.45
75515v1	Albany County 911, NY - SVN - Guilderland PD - Bethlehem PD	\$155,921.55
76703 v1	Albany County 911, NY - Guilderland PD - 2 AIMS & (1) Shelf	\$2,746.80
TBD	Albany County Voice Translation - All PSAP's – Service Term for 66 months	\$302,120.00
Total Request		\$703,509.83

Thank you and please don't hesitate to let me know if you have any questions or would like to discuss.

Sincerely, \$401,390.00 Total Project Cost for VIPER – P911 phone system

Sandra McLaren

– \$314,885.00 Previously Authorized Res. No. 46 of 2024

\$86,505.00 Hereby requested for payment/acquisition of new equipment/services for the towns to migrate to the Intrado NextGen E911 VIPER - P911 phone system.

Sandra McLaren
Sr. Account Executive
smclaren@intrado.com

1601 Dry Creek Dr #250,
Longmont, CO 80503

www.intrado.com

ALBANY COUNTY SHERIFF'S OFFICE

62

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

August 1, 2024

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

Dear Chairwoman ^{So} Cunningham:

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

Legislative approval is required to purchase Microsoft Office 365 cloud licensing to move Albany County Sheriff's employees to albanysheriffny.gov email and provide each user with new Microsoft Outlook, Work, Power Point and Teams software as well as implement OneDrive cloud storage for each user.

Legislative approval is required for the Albany County Sheriff's office to enter a 3 year contract with ABS Solutions to provide software and implementation for \$965,788.00. Year one will cost \$486,988.00, years 2 and 3 will be \$239,400.00.

Should there be any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig D. Apple, Sr.', written over a printed name and title.

Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Chairwoman

REQUEST FOR LEGISLATIVE ACTION

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

DATE : August 1, 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) _____

Enter into an agreement with ABS Solutions to purchase Microsoft Office 365 Cloud Licensing
which is necessary for the Sheriff's Enhanced Security Communications Project.

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):** _____

ABS Solutions, LLC
52 Corporate Circle Suite 105
Albany, N.Y. 12203

AMOUNT/RATE SCHEDULE/FEE:
\$965,788.00

TERM: **11/01/2024-10/31/2027**

SCOPE OF SERVICES: **Microsoft Office 365 Cloud Licensing for Sheriff's Enhanced Security Communications Project**

CONTRACT FUNDING:

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

FUNDING SOURCE: _____

COUNTY BUDGET ACCOUNTS:

REVENUE: _____

APPROPRIATION: **A93020.44046**

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 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**



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

Phone: (518) 608-5805 Fax: (518) 608-5808

Proposal

Date	Proposal #
7/22/2024	43933

Name / Address
Albany County Sheriff's Office John Rizzo Albany County Courthouse, Room 218 Albany, NY 12207

Ship To
Albany County Sheriff's Office John Rizzo Albany County Courthouse, Room 218 Albany, NY 12207

P.O. No.	Terms	Project
	Net 30	Microsoft 365 GCC Licensing

Description	Qty	Rate	Total
Microsoft Office 365 G3 GCC, Annual Commit, Billed Yearly Per User - Email: 100 GB Mailbox - Unlimited OneDrive Cloud Storage - Outlook, Word, Excel, Powerpoint & Microsoft Teams	700	240.00	168,000.00
Enterprise Mobility and Security G3 for GCC - Annual Commit, Billed Yearly Per User	700	102.00	71,400.00

* Pricing valid for 14 days from date of proposal.
* All orders are final. No returns, exchanges or cancellations will be honored.
* Installation and configuration not included.

Thank you for your business.	Subtotal	\$239,400.00
I agree to invest in the products/services listed above. Please sign and fax to (518) 608.5808	Sales Tax (0.0%)	\$0.00
	Total	\$239,400.00

Signature _____



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

Phone: (518) 608-5805 Fax: (518) 608-5808

Proposal

Date	Proposal #
7/22/2024	43934

Name / Address
Albany County Sheriff's Office John Rizzo Albany County Courthouse, Room 218 Albany, NY 12207

Ship To
Albany County Sheriff's Office John Rizzo Albany County Courthouse, Room 218 Albany, NY 12207

P.O. No.	Terms	Project
	Net 30	Microsoft 365 GCC Email Migration

Description	Qty	Rate	Total
BitTitan User Migration Bundle - 1 Year End User Subscription - Unlimited Data Move - Mail, Documents, and Archives - HIPAA Certified	700	13.00	9,100.00
BitTitan MigrationWiz - Shared Documents 50GB - 1 Library	6	23.00	138.00
Dell Services - \$175/hour	285	175.00	49,875.00
Work with ACSO IT to configure Entra ID Connect to albanycountysheriffny.gov O365 GCC tenant. Work with ACSO IT to set up O365 environment. Configure DNS records. Set up Barracuda tenant and configure Email Gateway, Archiving, Cloud Backup and Sentinel. Set up O365 Conditional Access policies. Configure Password Writeback. Set up DKIM, DMARC, and DNS. Configure mail flow and test inbound and outbound. Set up OneDrive policies. Set up BitTitan Migration from existing O365 mailboxes. Setup BitTitan migration from existing on-premise Exchange 2019 mailboxes. Work with ACSO IT to forward existing email to new ACSO email. Batch migration of emails from current O365 environment. Work with ACSO IT to migrate existing legacy SharePoint data to ACSO SharePoint using BitTitan Shared Documents Migration tool. Work with ACSO IT to perform OneDrive migration to new tenant. Work with ACSO IT to cutover business units to new O365 environment for email, OneDrive, SharePoint. Update forwarding accounts. Update network documentation and provide to ACSO IT. Provide IT Admin overview of O365 environment to ACSO IT staff.			

Thank you for your business.	Subtotal
	Sales Tax (0.0%)
	Total

Signature



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

Phone: (518) 608-5805 Fax: (518) 608-5808

Proposal

Date	Proposal #
7/22/2024	43934

Name / Address
Albany County Sheriff's Office John Rizzo Albany County Courthouse, Room 218 Albany, NY 12207

Ship To
Albany County Sheriff's Office John Rizzo Albany County Courthouse, Room 218 Albany, NY 12207

P.O. No.	Terms	Project
	Net 30	Microsoft 365 GCC Email Migration

Description	Qty	Rate	Total
<p>* Customer acknowledges responsibility for providing ABS Solutions with a Global Admin account on source and destination tenants and licensed user for BitTitan migration.</p> <p>* Customer acknowledges responsibility for supporting end users with Outlook installation/upgrades, mobile device reconfiguration, etc.</p> <p>* Customer acknowledges responsibility for procuring licensing and O365 GCC tenant.</p> <p>* Customer acknowledges responsibility for user creation and license assignment.</p> <p>* Customer acknowledges responsibility for DNS management.</p> <p>* Customer acknowledges the following tasks are out of scope:</p> <ul style="list-style-type: none"> - Active Directory PC migration to a new domain - On premise file migration to SharePoint <p>* Pricing valid for 14 days from date of proposal.</p> <p>* All orders are final. No returns, exchanges or cancellations will be honored.</p> <p>* ABS Solutions, LLC is not responsible for delays outside of our control. Time associated with delays will be billed on a time and materials basis.</p> <p>* Customer acknowledges the scope of work defined above will be completed during regular business hours, Monday - Friday 8:30am - 5:00pm.</p> <p>* Customer acknowledges any work performed outside of the scope of work defined above or outside of the noted business hours will be billed on a time and materials basis.</p>			

Thank you for your business.	Subtotal	\$59,113.00
I agree to invest in the products/services listed above. Please sign and fax to (518) 608.5808	Sales Tax (0.0%)	\$0.00
	Total	\$59,113.00

Signature _____



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

Phone: (518) 608-5805 Fax: (518) 608-5808

Proposal

Date	Proposal #
7/22/2024	43935

Name / Address
Albany County Sheriff's Office John Rizzo Albany County Courthouse, Room 218 Albany, NY 12207

Ship To
Albany County Sheriff's Office John Rizzo Albany County Courthouse, Room 218 Albany, NY 12207

P.O. No.	Terms	Project
	Net 30	Barracuda Premium Plus Email Security 3YR

Description	Qty	Rate	Total
Barracuda Email Protection Premium Plus - 3 Year Subscription per user. - Spam and Malware Protection - Attachment Protection & Link Protection - Email Continuity, Email Encryption & Data Loss Prevention - Phishing and Impersonation Protection - Account Takeover Protection - Automatic Remediation - Threat Hunting and Response - Automated Workflows - SIEM/SOAR/XDR Integration - Domain Fraud Protection - DNS Filtering - Cloud Archiving - Cloud-to-Cloud Backup - Data Inspector - Attack Simulation - Awareness Training	700	255.00	178,500.00

* Pricing valid for 14 days from date of proposal.
 * All orders are final. No returns, exchanges or cancellations will be honored.
 * Installation and configuration not included.

Thank you for your business.	Subtotal	\$178,500.00
I agree to invest in the products/services listed above. Please sign and fax to (518) 608.5808	Sales Tax (0.0%)	\$0.00
	Total	\$178,500.00

Signature _____



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

Phone: (518) 608-5805 Fax: (518) 608-5808

Proposal

Date	Proposal #
6/7/2024	43660

Name / Address
Albany County Sheriff's Office John Rizzo Albany County Courthouse, Room 218 Albany, NY 12207

Ship To
Albany County Sheriff's Office John Rizzo Albany County Courthouse, Room 218 Albany, NY 12207

P.O. No.	Terms	Project
2024-1755	Net 30	Professional Services June 2024

Description	Qty	Rate	Total
ABS LAN Labor \$175 Enterprise Network Support Services * Pricing valid for 14 days from date of proposal. * All orders are final. No returns, exchanges or cancellations will be honored. * ABS Solutions, LLC is not responsible for delays outside of our control. Time associated with delays will be billed on a time and materials basis.	57	175.00	9,975.00

Thank you for your business.	Subtotal	\$9,975.00
I agree to invest in the products/services listed above. Please sign and fax to (518) 608.5808	Sales Tax (0.0%)	\$0.00
	Total	\$9,975.00

Signature _____



Information Worker Plans

Frontline Worker Plans

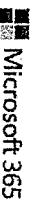


	Microsoft 365			Office 365			Enterprise Mobility + Security		Windows 11	Microsoft 365			Office 365		
	G3	G5	G5 Security ¹	G1	G3	G5	G3	G5	Enterprise G5	F1	F3	F5 Security ²	F5 Compliance ²	F5 Security ²	F3 ³
Meetings, calling, and chat															
Microsoft Teams	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Unlimited chat	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Online meetings	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Live Events	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Webinars	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Screen sharing and custom backgrounds	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Record meetings	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Priority notifications	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Teams Phone Standard	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Audio Conferencing	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
¹ Available via the no-cost Audio Conferencing with Select Dial-Out simplified license. Includes unlimited toll dial-in, 60 minutes/user/month dial-out to US and Canada phone numbers, and Operator Connect Conferencing. ² Includes unlimited toll dial-in, 60 minutes/user/month dial-out to Zone A countries, and Operator Connect Conferencing. ³ Not available for new customer purchases in Volume Licensing or Web Direct channels.															
Intranet and storage															
SharePoint Kiosk (2 GB OneDrive storage)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
SharePoint Plan 1 ¹ (1 TB OneDrive storage)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
SharePoint Plan 2 ¹ (1+ TB OneDrive storage) ³	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
¹ No size limit on personal use. In addition to 1 TB storage provided per organization. ² Microsoft will provide up to 1 TB of email Exchange storage per user based on the default quota for the tenant. Additional storage can be requested by contacting Microsoft support. Subscriptions for fewer than five users received 1 TB of OneDrive storage that cannot be expanded. ³ Not available for new customer purchases in Volume Licensing or Web Direct channels.															
Content services															
Microsoft Graph API	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Microsoft Search	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Microsoft Stream (on SharePoint)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Microsoft Forms ²	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Microsoft Lists	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Delve	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
¹ Users can record meetings and consume Stream content but cannot publish to Stream. ² Licensed users can create/share/manage forms. Completing/responding does not require a Forms license.															
Analytics															
Adoption Score	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Secure Score	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Compliance Management	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Power BI Pro	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•



Information Worker Plans

Frontline Worker Plans



	Microsoft 365				Office 365				Enterprise Mobility + Security		Windows 11	Microsoft 365				Office 365	
	G3	G5	G5 Security	G5 Compliance	G1	G3	G5	G3	G5	Enterprise G5	F1	F3	F5 Security ²	F5 Compliance ²	F5 SecComp ²	F3	
Requires Microsoft 365 G3 for Office 365 G3 and Enterprise Mobility + Security G3)																	

² Requires Microsoft 365 E1/E3 for Office 365 F3 and Enterprise Mobility + Security E3.
³ Not available for new customer purchases in Volume Licensing or Web Direct channels.

Information protection

Azure Information Protection Plan 1 ¹																	
Azure Information Protection Plan 2 ¹																	
Manual, default, and mandatory sensitivity labeling in Microsoft 365 apps ¹																	
Automatic sensitivity labeling in Microsoft 365 apps ¹																	
Manual sensitivity labels for Teams meetings ²																	
Manual labeling with the AIP app and plugin ⁴																	
Automatic labeling in the AIP plugin ⁴																	
Automatic sensitivity labels in Exchange, SharePoint, and OneDrive																	
Default sensitivity labels for SharePoint document libraries																	
Sensitivity labels based on advanced classifiers (e.g. Trainable Classifiers, EDM, Named Entities, Contextual)																	
Sensitivity labeling for containers in Microsoft 365																	
Basic Message Encryption																	
Advanced Message Encryption																	
Customer Key																	
Personal Data Encryption																	

¹ Microsoft 365 F1 does not include Exchange email service or Microsoft 365 apps.
² Requires Microsoft Teams Premium.
³ Does not include Exchange email service.
⁴ The AIP Labeling add-in for Office is ending on April 15, 2024.

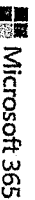
Threat protection

Microsoft Defender Antimalware																	
Microsoft Defender Firewall																	
Microsoft Defender Exploit Guard																	
Microsoft Defender Credential Guard																	
BitLocker and BitLocker To Go																	
Microsoft Defender for Endpoint Plan 1																	
Microsoft Defender for Endpoint Plan 2																	
Microsoft Defender for Identity																	
Microsoft Defender for Office 365 Plan 2																	
Microsoft Defender Application Guard for Edge																	
Microsoft Defender Application Guard for Office																	
Safe Documents																	



Information Worker Plans

Frontline Worker Plans



	Microsoft 365				Office 365			Enterprise Mobility + Security		Windows 11	Microsoft 365					Office 365
	G3	G5	G5 Security	G5 Compliance	G1	G3	G5	G3	G5	Enterprise G5	F1	F3	F5 Security ²	F5 Compliance ²	F5 Security + Security ²	F3 ¹
Cloud access security broker																
Microsoft Defender for Cloud Apps Discovery																
Office 365 Cloud App Security																
Identity and access management																
Microsoft Entra ID ¹ Plan 1 ²																
Microsoft Entra ID ¹ Plan 2 ²																
User Provisioning																
Cloud user self-service password change																
Cloud user self-service password reset																
Hybrid user self-service password change/reset with on-premises write-back																
Advanced Security Reports																
Multi Factor Authentication																
Conditional Access																
Risk Based Conditional Access / Identity Protection																
Privileged Identity Management																
Access Reviews																
Entitlement Management																
Microsoft 365 Groups																
On-premises Active Directory sync for SSO																
DirectAccess supported																
Windows Hello for Business																
Microsoft Advanced Threat Analytics																
<small>Formerly Azure Active Directory Premium 1. Learn about Windows Authentication in Azure Government for Microsoft Entra ID at https://aka.ms/WinAuthInAzureGov</small>																
Endpoint and app management																
Microsoft Intune Plan 1																
Mobile Device Management																
Mobile application management																
Windows Autopilot																
Group Policy support for Windows:																
Group Policy support for Microsoft 365 apps:																
Cloud Policy service for Microsoft 365:																
Shared computer activation for M365 Apps																
Endpoint Analytics																

¹ Requires Microsoft 365 G3 (or Office 365 G3 and Enterprise Mobility + Security G3).

² Requires Microsoft 365 F1/F3 (or Office 365 F3 and Enterprise Mobility + Security E3). Not available for new customer purchases in Volume Licensing or Web Direct channels.

¹ Does not include Windows license.
² Limited to policies for web apps.



Information Worker Plans

Frontline Worker Plans

	Microsoft 365				Office 365			Enterprise Mobility + Security		Windows 11	Microsoft 365				Office 365	
	G3	G5	G5 Security	G5 Compliance ¹	G1	G3	G5	G3	G5	Enterprise G5	F1	F3	F5 Security ²	F5 Compliance ²	F5 Sec+Comp ²	F3 ³

¹ Requires Microsoft 365 G3 for Office 365 G3 and Enterprise Mobility + Security G3.

² Requires Microsoft 365 F1/F3 for Office 365 F3 and Enterprise Mobility + Security E3.

³ Not available for new customer purchases in Volume Licensing or Web Direct channels.

eDiscovery and auditing

Content Search:	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
eDiscovery (Standard) (including Hold and Export)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Litigation Hold	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
eDiscovery (Premium)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Audit (Standard)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Audit (Premium)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

Insider risk management

Insider Risk Management:	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Communication Compliance	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Information Barriers	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Customer Lockbox	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

Windows

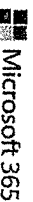
Windows 11 Edition (EA only)	Enterprise	Enterprise														
Azure Virtual Desktop	•	•														
Windows Enterprise LTSC and MDOP	•	•														
Universal Print ¹	•	•														

¹ 100 print jobs per month for each Microsoft 365 G3/G5 license and 5 print jobs per month for each Windows E5 Commercial GCC Compatible license



Add-on subscriptions

Expand the power and security of your Microsoft 365 plans with these additional options.



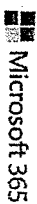
- = Included
- = Partially Included
- + = Can be added
- N/A = Not available

	Information Worker Plans				Frontline Worker Plans			
	Microsoft 365 E3	Microsoft 365 G3	Microsoft 365 G1	Microsoft 365 G3	Microsoft 365 G5	Microsoft 365 F1	Microsoft 365 F3	Microsoft 365 F3
Microsoft 365 GS security/ Microsoft 365 GS Compliance	+	•	N/A	N/A	N/A	N/A	N/A	N/A
Microsoft 365 GS Info Protection and Governance	+	•	N/A	N/A	N/A	N/A	N/A	N/A
Microsoft 365 GS Insider Risk Management	+	•	+ ¹	+ ¹	◦+ ^{1,2}	+	+	+ ¹
Microsoft Purview Insider Risk Management Forensic evidence ¹	N/A	+	N/A	N/A	N/A	N/A	N/A	+
Microsoft 365 GS eDiscovery and Audit	+	•	+	+	•	+	+	+
Microsoft 365 FS Security	N/A	N/A	N/A	N/A	N/A	+	+	+
Microsoft 365 FS Compliance	N/A	N/A	N/A	N/A	N/A	+	+	+
Microsoft 365 FS Security + Compliance	N/A	N/A	N/A	N/A	N/A	+	+	+
Microsoft 365 FS Information Protection and Governance	N/A	N/A	N/A	N/A	N/A	+	+	+
Microsoft 365 FS Insider Risk Management	N/A	N/A	N/A	N/A	N/A	+	+	+
Microsoft 365 FS eDiscovery and Audit	N/A	N/A	N/A	N/A	N/A	+	+	+
Microsoft Defender for Identity	+	•	+	+	+	+	+	+
Microsoft Defender for Office 365 Plan 1	+	•	+	+	•	+	+	+
Microsoft Defender for Office 365 Plan 2	+	•	+	+	•	+	+	+
Microsoft Defender for Cloud Apps	+	•	+	+	•	+	+	+
Microsoft Defender for Endpoint Plan 1	•	•	+	+	+	+	+	+
Microsoft Defender for Endpoint Plan 2	•	•	+	+	+	+	+	+
Microsoft Defender for Endpoint for servers ³	+	•	+	+	+	+	+	+
Microsoft Defender for Endpoint for servers ³	+	•	+	+	+	+	+	+
Premium Assessments add-on for Compliance Manager ⁴	+	+	+	+	+	+	+	+
Private Privacy Risk Management	+	+	+	+	+	N/A	N/A	N/A
Private Subject Rights Requests	+	+	+	+	+	N/A	N/A	N/A
Microsoft Purview Data Loss Prevention (for email and files)	•	•	+	+	•	+	+	+
Exchange Archiving	•	•	+	•	•	+	+	+
Microsoft Entra ID ⁷ Plan 1	•	•	+	•	•	+	+	+
Microsoft Entra ID ⁷ Plan 2	•	•	+	•	•	+	+	+
Microsoft Intune Plan 1	•	•	+	•	•	+	+	+
10-Year Audit Log Retention	N/A	+	N/A	N/A	+	N/A	N/A	+

¹ EMS E3 or Azure Information Protection Plan 1 standalone required.
² Office 365 E3 includes the DLP for Teams chat, Rules-based auto classification, advanced Information Governance, Advanced Message Encryption, and Customer Key value of Microsoft 365 E3 Information Protection and Governance but does not include Microsoft Defender for Cloud Apps or Machine Learning-based auto classification.
³ Office 365 E3 includes the Communication Compliance, Information Barriers, Customer Lockbox, and Privileged Access Management value of M365 E3 Insider Risk Management but does not include the full Insider Risk Management solution.
⁴ Requires EMS E3 (K).
⁵ Separate license required for each OSE (e.g. servers or virtual machines). See OSE definition in the Product Terms glossary.
⁶ Get details on available assessments.
⁷ Learn about known limitations in Azure Government for Microsoft Entra ID P1 and P2 (formerly Azure Active Directory Premium).
⁸ Requires Microsoft 365 G5, Microsoft 365 G5 Compliance, or Microsoft 365 GS Insider Risk Management.



Add-on subscriptions



- = Included
- = Partially included
- + = Can be added
- N/A = Not available

Information Worker Plans						Frontline Worker Plans		
	Microsoft 365 G3	Microsoft 365 G5	Office 365 G1	Office 365 G3	Office 365 G5	Microsoft 365 F1	Microsoft 365 F3	Office 365 F3

Teams Services¹

Teams Premium	+	+	+	+	+	+	+	+
Audio Conferencing with Select Dial Out	+	N/A	+	+	N/A	+	+	+
Extended Dial Out Minutes to US and Canada	+ ²	+	+ ²	+ ²	+	+ ²	+ ²	+ ²
Teams Phone Standard	+	◦	+	+	◦	+	+	+
Domestic Calling Plan	+ ³	+	+ ³	+ ³	+ ³	+ ³	+ ³	+ ³
Domestic Calling 120 Minute Plan	+ ³	+ ³	+ ³	+ ³	+ ³	+ ³	+ ³	+ ³
International Calling Plan (includes Domestic Plan)	+ ³	+ ³	+ ³	+ ³	+ ³	+ ³	+ ³	+ ³
Teams Phone with Calling Plan ⁴	+	◦ ⁵	+	+	◦ ⁵	N/A	N/A	+

¹Check country and region availability.
²Audio Conferencing, Audio Conferencing with Select Dial Out, or Business Voice required.
³Teams Phone Standard required.
⁴Microsoft 365 G5 and Office 365 G5 include Teams Phone Standard. Choose a Calling Plan to add calling minutes.
⁵Includes full Domestic Calling Plan.

Microsoft Viva

Viva Insights:

SharePoint and storage

- SharePoint Advanced Management
- Microsoft 365 Extra File Storage
- Extra Graph Connector Capacity

Power Platform

Power BI Pro	+	◦	+	+	◦	+	+	+
Power BI Premium	+	+	+	+	+	+	+	+
Power Apps per-app (1 app/user/month)	+	+	+	+	+	+	+	+
Power Apps per-user (unlimited apps/user/month)	+	+	+	+	+	+	+	+
Power Automate per-user (unlimited flows + 5K AI Builder credits/user/month)	+	+	+	+	+	+	+	+
Power Automate per-user w/ Unattended RPA (unlimited flows + 5K AI Builder credits/user/month)	+	+	+	+	+	+	+	+
Power Automate per-flow (5 flows/month for unlimited users) ¹	+	+	+	+	+	+	+	+

¹Initial minimum purchase requirement of 5 licenses.

Windows

Universal Print Volume Add-on

Universal Print Volume Add-on	+	+	N/A	N/A	N/A	N/A	+	N/A
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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

August 1, 2024

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

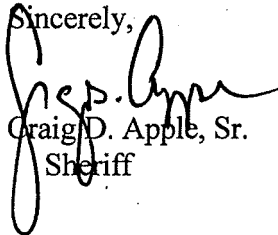
Dear Chairwoman Cunningham:

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

Legislative approval is required for the Albany County Sheriff's Office to enter into a 5 year contract with Aspire to provide software, hardware and implementation of a new unified Cisco Communications solution for \$544,381.00. The cost of year 1 will be \$279,889.00 and years 2 through 5 will be \$66,123.00 per year.

Should there be any questions, please do not hesitate to contact me.

Sincerely,


Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Chairwoman

REQUEST FOR LEGISLATIVE ACTION

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

DATE : August 1, 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) _____
- Enter into an agreement with Aspire to provide Cisco Switches and Cloud Services
to implement a new secure communications solution for the Sheriff's Office

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):

ASPIRE

25 JAMES WAY

Eatontown, NJ 07724

AMOUNT/RATE SCHEDULE/FEE:

\$544,381.00

TERM:

11/01/2024-10/31/2029

SCOPE OF SERVICES: Cisco Switches and Cloud Services to implement a new secure communications solution.

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES NO

FUNDING SOURCE: _____

COUNTY BUDGET ACCOUNTS:

REVENUE: _____

APPROPRIATION: A93020.22050

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

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES NO

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES 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 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



ASPIRE QUOTE #: ATPQ60355-01

Quote Date: 07/11/24

25 James Way, Eatontown, NJ 07724
Phone: 732-847-9600 - Fax: 732-847-9620



Account Executive: Benny Bova

SOLD TO ALBANY COUNTY SHERIFF S OFFICE

Primary Contact: CODY REIMERS
Sold To Address: 449 NEW SALEM ROAD
VOORHEESVILLE, NY 12186

Phone: 5187208078

Email: Cody.Reimers@albanycountyny.gov

SHIP TO ALBANY COUNTY SHERIFF S OFFICE

Primary Contact: CODY REIMERS
Ship To Address: 449 NEW SALEM ROAD
VOORHEESVILLE, NY 12186

Phone: 5187208078

Email: Cody.Reimers@albanycountyny.gov

LINE	QTY	PART #	DESCRIPTION	UNIT PRICE	EXT PRICE
1					
2	20	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Essentials	\$2,729.86	\$54,597.20
3	20	C9200-NW-E-48	C9200 Network Essentials, 48-port license	\$0.00	\$0.00
4	20	C9200-NM-NONE	No Network Module Selected	\$0.00	\$0.00
5	20	PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Supply	\$797.24	\$15,944.80
6	40	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00
7	20	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	\$0.00
8	20	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00
9	20	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00
10	20	C9200-DNA-E-48	C9200 Cisco DNA Essentials, 48-Port Term Licenses	\$0.00	\$0.00
11	20	C9200-DNA-E-48-3Y	C9200 Cisco DNA Essentials, 48-port - 3 Year Term License	\$474.64	\$9,492.80
12	20	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module	\$503.69	\$10,073.80
13	20	STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	\$0.00
14	40	C9200-STACK	Catalyst 9200 Stack Module	\$0.00	\$0.00
15	20	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		
16					
17	4	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Essentials		
18	4	CON-SNT-C92048PE	3Y SNTC-8X5XNBD Catalyst 9200 48-port PoE+, Network Esse		
19	4	C9200-NW-E-48	C9200 Network Essentials, 48-port license		
20	4	C9200-NM-NONE	No Network Module Selected		
21	4	PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Supply		
22	8	CAB-TA-NA	North America AC Type A Power Cable		

Aspire
~~\$279,889~~ year 1
 (2023 encumbered)
 - \$66,123 per year 2-5
 (Budgeted Funds)

07/11/24
Confidential

ASPIRE TECHNOLOGY PARTNERS
25 James Way, Eatontown, NJ 07724 - (732) 847-9600

LINE	QTY	PART #	DESCRIPTION	UNIT PRICE	EXT PRICE
55		Billing Frequency	Yearly Billing		
56		Term	60 month(s)		
57		Start Date	07/01/2024		
58		End Date	06/30/2029		
59		Autorenewal	No		
60					
61	1	A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	\$0.00
62	270	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	\$0.00
63	270	A-FLEX-EACL	EntW Webex Calling	\$434.40	\$117,288.00
64	325	A-AUD-OC1-EA	Outbound Calling Plan - Committed Enterprise Agreement User	\$150.00	\$48,750.00
65	324	A-FLEX-C-PRO	Webex Calling Entitlement	\$0.00	\$0.00
66	135	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	\$0.00	\$0.00
67	135	A-FLEX-LGW-CUBE	CUBE for Webex Calling (2)	\$0.00	\$0.00
68	270	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	\$0.00	\$0.00
69	324	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	\$0.00
70	324	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	\$0.00
71	6,480	A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	\$0.00
72	324	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	\$0.00
73	0	A-FLEX-ERC	Emergency Response Center Call fee per location search US	\$0.00	\$0.00
74	0	A-AUD-U-TN-NL	Telephone number (TN) for Non Local Number- Uncommitted	\$0.00	\$0.00
75	0	A-AUD-PSTN-INT-NL	International Metered Calling for Non Local	\$0.00	\$0.00
76	0	A-AUD-PSTN-INT	International Metered Calling for Local	\$0.00	\$0.00
77	0	A-AUD-U-TN	Telephone number (TN) for Local Number- Uncommitted	\$0.00	\$0.00
78	0	A-AUD-OC1-U	Outbound Calling Plan- Uncommitted Usage Overage	\$0.00	\$0.00
79			Year 1 \$33,207.60 Year 2 \$33,207.60 Year 3 \$33,207.60 Year 4 \$33,207.60 Year 5 \$33,207.60		
80			SubTotal		\$465,917.88
81			DIDs are billed per month based on the nubere ordered or ported		
82					
83	50	DP-9851-K9=	Cisco Desk Phone 9851, Carbon Black	\$184.41	\$9,220.50
84			SubTotal		\$9,220.50
85					
86			Webex Survivability Gateway		

Accepted By (Print Name & Title)

Signature

Date

The information provided to you in this communication is regarded by Aspire Technology Partners, LLC to be Confidential and Proprietary information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by Aspire Technology Partners, LLC. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

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

August 1, 2024

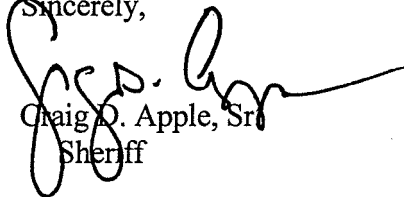
Honorable Joanne Cunningham
Legislative Chairwoman
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman ^{Jo} Cunningham:

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

Legislative approval is requested authorizing a budget amendment moving forty-five thousand eight-hundred and fifty-dollars (\$45,850.00) deposited into our general funds to our vehicle budget line. These funds represent reimbursement from the Department of Public Works for the auction of our agency vehicles within the Sheriff's Office.

Should there be any questions, please do not hesitate to contact me.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Chairwoman

REQUEST FOR LEGISLATIVE ACTION

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

DATE: July 31, 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) X
- 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. A93110.22400 (AUTOMOBILES)
 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):**
 Department of Public Works
 449 New Salem Road #2
 Voorheesville, N.Y. 12186
AMOUNT/RATE SCHEDULE/FEE:
 \$45,850.00
TERM: Immediate
SCOPE OF SERVICES: Reimbursement for the auction of agency vehicles.

CONTRACT FUNDING:
 ANTICIPATED IN CURRENT BUDGET: YES _____ NO X
 FUNDING SOURCE: _____
 COUNTY BUDGET ACCOUNTS:
 REVENUE: _____
 APPROPRIATION: A93110.22400
 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 _____
 STATE _____
 COUNTY 100%
 TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
 RESOLUTION/LAW NUMBER: 261 of 2022
 DATE OF ADOPTION: 7/11/2022

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
 To authorize Albany County to accept reimbursement from the Department of Public Works for the auction of agency vehicles in the Sheriff's Office.

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

2024 Budget Amendment

Account No.		Resolution Description	Increase	Decrease	Department Name
A9 3110	2 2400	Automobiles	45,850.00		Sheriff's Office
TOTAL APPROPRIATIONS			45,850.00		

Account No.		Resolution Description	Increase	Decrease	Department Name
A2 3110	02770	Unclassified	45,850.00		Sheriff's Office
Grand Totals			45,850.00	0.00	



Auctions International
11167 Big Tree Rd
East Aurora, NY 14052
800-536-1401 FAX 800-569-3334
auctionsinternational.com

Albany County Sheriffs Dept.
Christine Tashjian
449 New Salem Road Voorheesville, NY 12186
Phone 518-765-2055

APPROVED

Statement Date: 07/23/2024
Email:
Christine.Tashjian@albanycounty.co

Statement For: Albany County Sheriff's Dept-NY #37815

Lot	Buyer	Description	Quantity	Price	Commission	Net Due
0001	56780	(#1)/(914) 2006 Land Rover LR3 SUV	1	1,550.00	0.00	1,550.00
0001	-	Picture / Condition Fee @ 30 fee for lot # 0001	-	-	-	(30.00)
0002	104484	(#2)/(305) 2007 Honda CRV SUV	1	2,125.00	0.00	2,125.00
0002	-	Picture / Condition Fee @ 30 fee for lot # 0002	-	-	-	(30.00)
0003	14451	(#3)/(EVOC 3) 2007 Ford Crown Victoria 4 Door/Police Interceptor	1	480.00	0.00	480.00
0003	-	Picture / Condition Fee @ 30 fee for lot # 0003	-	-	-	(30.00)
0004	49551	(#4)/(903) 2009 Chevy Trail Blazer SUV	-	NS	-	-
0005	1309	(#5)/(219) 2009 Ford Crown Victoria 4 Door/Police Interceptor	1	1,025.00	0.00	1,025.00
0005	-	Picture / Condition Fee @ 30 fee for lot # 0005	-	-	-	(30.00)
0006	14451	(#6)/(442) 2012 Chevy Impala 4 Door Sedan/Police Vehicle	1	290.00	0.00	290.00
0006	-	Picture / Condition Fee @ 30 fee for lot # 0006	-	-	-	(30.00)
0007	107223	(#7)/(440) 2012 Chevy Tahoe/Police Vehicle	1	1,125.00	0.00	1,125.00
0007	-	Picture / Condition Fee @ 30 fee for lot # 0007	-	-	-	(30.00)
0008	1309	(#8)/(203-old) 2012 Chevy Impala 4 Door Sedan	1	980.00	0.00	980.00
0008	-	Picture / Condition Fee @ 30 fee for lot # 0008	-	-	-	(30.00)
0009	34502	(#9)/(211) 2013 Ford Taurus 4 Door Sedan/Police Vehicle	1	2,425.00	0.00	2,425.00
0009	-	Picture / Condition Fee @ 30 fee for lot # 0009	-	-	-	(30.00)
0010	1309	(#10)/(229) 2014 Ford Explorer SUV/Police Vehicle	1	1,850.00	0.00	1,850.00
0010	-	Picture / Condition Fee @ 30 fee for lot # 0010	-	-	-	(30.00)
0011	87983	(#11)/(431-old) 2016 Ford Explorer SUV/Police Vehicle	1	2,500.00	0.00	2,500.00
0011	-	Picture / Condition Fee @ 30 fee for lot # 0011	-	-	-	(30.00)
0012	14451	(#12)/(5593) 2016 Ford Explorer SUV/Police Vehicle	1	2,550.00	0.00	2,550.00
0012	-	Picture / Condition Fee @ 30 fee for lot # 0012	-	-	-	(30.00)
0013	64930	(#13)/(402) 2017 Chevy Equinox SUV	1	1,975.00	0.00	1,975.00
0013	-	Picture / Condition Fee @ 30 fee for lot # 0013	-	-	-	(30.00)
0014	1309	(#14)/(425) 2017 Ford Taurus 4 Door Sedan/Police Vehicle	1	1,550.00	0.00	1,550.00
0014	-	Picture / Condition Fee @ 30 fee for lot # 0014	-	-	-	(30.00)
0015	23790	(#15)/(5595-old) 2014 Dodge Durango SUV/Police Vehicle	1	3,650.00	0.00	3,650.00
0015	-	Picture / Condition Fee @ 30 fee for lot # 0015	-	-	-	(30.00)

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON



AUCTIONS INTERNATIONAL INC
ESCROW ACCOUNT
11167 BIG TREE RD
EAST AURORA, NY 14052
800-536-1401

RBS CITIZENS NATIONAL ASSOCIATION
29-1310/213

25663

DATE 7/25/2024

PAY TO THE ORDER OF

Albany County Sheriffs Dept.

\$ ****45,850.00**

Forty-Five Thousand Eight Hundred Fifty and 00/100***** DOLLARS

Albany County Sheriffs Dept.
449 New Salem Road
Voorheesville, NY 12186
Attn: Christine Tashjian

VOID AFTER 90 DAYS

[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO

37815

Security features included. Details on back.

AUCTIONS INTERNATIONAL INC • ESCROW ACCOUNT

25663

Albany County Sheriffs Dept.

Date	Type	Reference
6/26/2024	Bill	#37815

Original Amt
45,850.00

Balance Due
45,850.00

7/25/2024
Discount

Payment
45,850.00

Check Amount

Citizens - SWEEP - 1 37815

businesscheckonline.com

45,850.00

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

August 7, 2024

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

JD
Dear Chairwoman Cunningham:

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

Legislative approval is required to amend the previously authorized agreement between the Albany County Sheriff's Office and Axon Enterprise, Inc. of Scottsdale, AZ to include quote Q-599169 and acquire 50 Axon 3 body worn cameras for the Albany County Sheriff's Emergency Medical Services Unit. These cameras can facilitate more thorough and efficient documentation while improving overall safety and accountability in a manner compatible with the existing Agency body worn camera system.

Authorization is also sought to move funds from the EMS Ambulance Reserve to the Active Budget, beginning with year one (\$62,093.51), to purchase said body worn cameras for the Sheriff's EMS Unit. Subsequent payments will use budgeted funds, supplemented by the EMS Ambulance Reserve as needed. This agreement, as listed in Quote Q-599169, is coterminous with the existing master agreement, beginning January of 2025 and ending in August of 2028 to ensure continuity in warranties and service life agency-wide. The total cost for these cameras being \$361,082.59 over 5 years, paid in 6 installments.

Year 1 Payment:	\$62,093.51
Year 2 Payments:	\$62,093.52 and \$50,615.00
Years 3 – 5 Payments:	\$62,093.52

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. 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 : August 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) X
- CONTRACT AUTHORIZATION (SEE BELOW) X
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) _____

Permission to enter into a five (5) year agreement with Axon to purchase 50 Axon Body 3 body worn cameras, licenses and accessories for the Sheriffs Emergency Medical Services Unit, purchase the same, and also to move funds, beginning with year one (\$62,094.00), from the EMS Ambulance Reserve to the Active Budget to pay for said purchase.

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. See attached
 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:
\$361,083.00
TERM: 5 YEARS
SCOPE OF SERVICES: Purchase of 50 Axon Body 3 body worn cameras,
licenses, and accessories.

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO X
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 _____ 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)

Request for authorization to enter into a 5 year agreement for purchase of body worn
cameras, licenses and accessories costing over \$100,000.00 and move funding from the
Ambulance Reserve to the Active Budget to fund the purchase.

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

2024 BUDGET AMENDMENT

APPROPRIATIONS

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	DEPARTMENT NAME
A9 3110 2 2800	Specialty Equipment	62,094.00		SHERIFF'S OFFICE
TOTAL APPROPRIATIONS		62,094.00		

REVENUES

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	DEPARTMENT NAME
A A 00890	RESERVE EMS AMBULANCE FUND		62,094.00	SHERIFF'S OFFICE

GRAND TOTALS

62,094.00	62,094.00
-----------	-----------



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-599169-45511.621AF

Issued: 08/07/2024

Quote Expiration: 09/30/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 110771

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
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:	Anthony Gallo Phone: Email: agallo@axon.com Fax:	Shawn Noonan Phone: (518) 487-5400 Email: shawn.noonan@albanycountyny.gov Fax: (518) 487-5037

Quote Summary

Program Length	44 Months
TOTAL COST	\$361,082.59
ESTIMATED TOTAL W/ TAX	\$361,082.59

Discount Summary

Average Savings Per Year	\$15,979.57
TOTAL SAVINGS	\$58,591.75

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$62,093.51	\$0.00	\$62,093.51
Aug 2025	\$62,093.52	\$0.00	\$62,093.52
Dec 2025	\$50,615.00	\$0.00	\$50,615.00
Aug 2026	\$62,093.52	\$0.00	\$62,093.52
Aug 2027	\$62,093.52	\$0.00	\$62,093.52
Aug 2028	\$62,093.52	\$0.00	\$62,093.52
Total	\$361,082.59	\$0.00	\$361,082.59

Quote List Price: \$419,674.34
 Quote Subtotal: \$361,082.59

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Body Worn Camera Multi-Bay Dock TAP Bundle								
73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY		7	\$1,810.00	\$688.27	\$4,817.89	\$0.00	\$4,817.89
73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY		7	\$1,724.00	\$655.56	\$4,588.92	\$0.00	\$4,588.92
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	33m	7	\$556.38	\$211.57	\$1,480.99	\$0.00	\$1,480.99
Body Worn Camera TAP Bundle								
73310	AXON BODY - TAP REFRESH 2 - CAMERA		51	\$963.00	\$615.84	\$31,407.84	\$0.00	\$31,407.84
73309	AXON BODY - TAP REFRESH 1 - CAMERA		51	\$918.00	\$587.06	\$29,940.06	\$0.00	\$29,940.06
80464	AXON BODY - TAP WARRANTY - CAMERA	33m	50	\$353.76	\$226.23	\$11,311.50	\$0.00	\$11,311.50
80464	AXON BODY - TAP WARRANTY - CAMERA	33m	1	\$353.76	\$226.23	\$226.23	\$0.00	\$226.23
Basic License Bundle								
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	44m	44	\$696.52	\$700.48	\$30,821.12	\$0.00	\$30,821.12
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	44m	44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pro License Bundle								
73746	AXON EVIDENCE - ECOM LICENSE - PRO	44m	6	\$1,857.24	\$1,868.24	\$11,209.44	\$0.00	\$11,209.44
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	44m	18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3 Camera Bundle								
73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK		50	\$789.00	\$789.00	\$39,450.00	\$0.00	\$39,450.00
73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)		55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3 Multi Bay Dock Bundle								
74210	AXON BODY 3 - DOCK - EIGHT BAY		7	\$1,595.00	\$1,595.00	\$11,165.00	\$0.00	\$11,165.00
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA		7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Individual Items								
85144	AXON BODY - PSO - STARTER		1	\$13,000.00	\$13,000.00	\$13,000.00	\$0.00	\$13,000.00
73352	TRUE UP - BWC HARDWARE FINANCING	16m	57	\$372.80	\$372.80	\$21,249.60	\$0.00	\$21,249.60
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	44m	50	\$464.20	\$464.20	\$23,210.00	\$0.00	\$23,210.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44m	50	\$464.20	\$464.20	\$23,210.00	\$0.00	\$23,210.00
73680	AXON RESPOND PLUS - LICENSE	44m	50	\$919.16	\$919.16	\$45,958.00	\$0.00	\$45,958.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	44m	50	\$1,160.72	\$1,160.72	\$58,036.00	\$0.00	\$58,036.00
Total						\$361,082.59	\$0.00	\$361,082.59

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	55	1	12/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	1	1	12/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	50	1	12/01/2024
AB3 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	7	1	12/01/2024
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - DOCK - EIGHT BAY	7	1	12/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	1	02/01/2026
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	51	1	02/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	7	1	08/01/2028
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	51	1	08/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	44	01/01/2025	08/31/2028
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	44	01/01/2025	08/31/2028
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	01/01/2025	08/31/2028
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	01/01/2025	08/31/2028
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	50	01/01/2025	08/31/2028
A la Carte	73680	AXON RESPOND PLUS - LICENSE	50	01/01/2025	08/31/2028
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	50	01/01/2025	08/31/2028
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	50	01/01/2025	08/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	85144	AXON BODY - PSO - STARTER	1

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	7	12/01/2025	08/31/2028
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	50	12/01/2025	08/31/2028
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	12/01/2025	08/31/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	16 Eagle St	Albany	NY	12207-1019	USA

Payment Details

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73309	AXON BODY - TAP REFRESH 1 - CAMERA	51	\$5,988.01	\$0.00	\$5,988.01
Year 1	73310	AXON BODY - TAP REFRESH 2 - CAMERA	51	\$6,281.57	\$0.00	\$6,281.57
Year 1	73352	TRUE UP - BWC HARDWARE FINANCING	57	\$4,249.92	\$0.00	\$4,249.92
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	50	\$4,642.00	\$0.00	\$4,642.00
Year 1	73680	AXON RESPOND PLUS - LICENSE	50	\$9,191.60	\$0.00	\$9,191.60
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	50	\$4,642.00	\$0.00	\$4,642.00
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	44	\$0.00	\$0.00	\$0.00
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	\$0.00	\$0.00	\$0.00
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	50	\$11,607.19	\$0.00	\$11,607.19
Year 1	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	7	\$963.58	\$0.00	\$963.58
Year 1	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	\$917.78	\$0.00	\$917.78
Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	\$2,241.89	\$0.00	\$2,241.89
Year 1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	44	\$6,164.22	\$0.00	\$6,164.22
Year 1	80464	AXON BODY - TAP WARRANTY - CAMERA	50	\$2,262.30	\$0.00	\$2,262.30
Year 1	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$45.25	\$0.00	\$45.25
Year 1	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	\$296.20	\$0.00	\$296.20
Year 1	85144	AXON BODY - PSO - STARTER	1	\$2,600.00	\$0.00	\$2,600.00
Invoice Upon Fulfillment	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Total				\$62,093.51	\$0.00	\$62,093.51

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73309	AXON BODY - TAP REFRESH 1 - CAMERA	51	\$5,988.01	\$0.00	\$5,988.01
Year 2	73310	AXON BODY - TAP REFRESH 2 - CAMERA	51	\$6,281.57	\$0.00	\$6,281.57
Year 2	73352	TRUE UP - BWC HARDWARE FINANCING	57	\$4,249.92	\$0.00	\$4,249.92
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	50	\$4,642.00	\$0.00	\$4,642.00
Year 2	73680	AXON RESPOND PLUS - LICENSE	50	\$9,191.60	\$0.00	\$9,191.60
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	50	\$4,642.00	\$0.00	\$4,642.00
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	\$0.00	\$0.00	\$0.00
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	44	\$0.00	\$0.00	\$0.00
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	50	\$11,607.20	\$0.00	\$11,607.20
Year 2	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	7	\$963.58	\$0.00	\$963.58
Year 2	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	\$917.78	\$0.00	\$917.78
Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	\$2,241.89	\$0.00	\$2,241.89
Year 2	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	44	\$6,164.22	\$0.00	\$6,164.22

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$45.25	\$0.00	\$45.25
Year 2	80464	AXON BODY - TAP WARRANTY - CAMERA	50	\$2,262.30	\$0.00	\$2,262.30
Year 2	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	\$296.20	\$0.00	\$296.20
Year 2	85144	AXON BODY - PSO - STARTER	1	\$2,600.00	\$0.00	\$2,600.00
Total				\$62,093.52	\$0.00	\$62,093.52

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
HW Upfront	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	55	\$0.00	\$0.00	\$0.00
HW Upfront	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	7	\$0.00	\$0.00	\$0.00
HW Upfront	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	50	\$39,450.00	\$0.00	\$39,450.00
HW Upfront	74210	AXON BODY 3 - DOCK - EIGHT BAY	7	\$11,165.00	\$0.00	\$11,165.00
Total				\$50,615.00	\$0.00	\$50,615.00

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73309	AXON BODY - TAP REFRESH 1 - CAMERA	51	\$5,988.01	\$0.00	\$5,988.01
Year 3	73310	AXON BODY - TAP REFRESH 2 - CAMERA	51	\$6,281.57	\$0.00	\$6,281.57
Year 3	73352	TRUE UP - BWC HARDWARE FINANCING	57	\$4,249.92	\$0.00	\$4,249.92
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	50	\$4,642.00	\$0.00	\$4,642.00
Year 3	73680	AXON RESPOND PLUS - LICENSE	50	\$9,191.60	\$0.00	\$9,191.60
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	50	\$4,642.00	\$0.00	\$4,642.00
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	44	\$0.00	\$0.00	\$0.00
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	\$0.00	\$0.00	\$0.00
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	50	\$11,607.20	\$0.00	\$11,607.20
Year 3	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	7	\$963.58	\$0.00	\$963.58
Year 3	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	\$917.78	\$0.00	\$917.78
Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	\$2,241.89	\$0.00	\$2,241.89
Year 3	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	44	\$6,164.22	\$0.00	\$6,164.22
Year 3	80464	AXON BODY - TAP WARRANTY - CAMERA	50	\$2,262.30	\$0.00	\$2,262.30
Year 3	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$45.25	\$0.00	\$45.25
Year 3	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	\$296.20	\$0.00	\$296.20
Year 3	85144	AXON BODY - PSO - STARTER	1	\$2,600.00	\$0.00	\$2,600.00
Total				\$62,093.52	\$0.00	\$62,093.52

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73309	AXON BODY - TAP REFRESH 1 - CAMERA	51	\$5,988.01	\$0.00	\$5,988.01
Year 4	73310	AXON BODY - TAP REFRESH 2 - CAMERA	51	\$6,281.57	\$0.00	\$6,281.57
Year 4	73352	TRUE UP - BWC HARDWARE FINANCING	57	\$4,249.92	\$0.00	\$4,249.92
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	50	\$4,642.00	\$0.00	\$4,642.00
Year 4	73680	AXON RESPOND PLUS - LICENSE	50	\$9,191.60	\$0.00	\$9,191.60
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	50	\$4,642.00	\$0.00	\$4,642.00
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	44	\$0.00	\$0.00	\$0.00
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	\$0.00	\$0.00	\$0.00

Aug 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	50	\$11,607.20	\$0.00	\$11,607.20
Year 4	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	7	\$963.58	\$0.00	\$963.58
Year 4	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	\$917.78	\$0.00	\$917.78
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	\$2,241.89	\$0.00	\$2,241.89
Year 4	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	44	\$6,164.22	\$0.00	\$6,164.22
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$45.25	\$0.00	\$45.25
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	50	\$2,262.30	\$0.00	\$2,262.30
Year 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	\$296.20	\$0.00	\$296.20
Year 4	85144	AXON BODY - PSO - STARTER	1	\$2,600.00	\$0.00	\$2,600.00
Total				\$62,093.52	\$0.00	\$62,093.52

Aug 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73309	AXON BODY - TAP REFRESH 1 - CAMERA	51	\$5,988.01	\$0.00	\$5,988.01
Year 5	73310	AXON BODY - TAP REFRESH 2 - CAMERA	51	\$6,281.57	\$0.00	\$6,281.57
Year 5	73352	TRUE UP - BWC HARDWARE FINANCING	57	\$4,249.92	\$0.00	\$4,249.92
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	50	\$4,642.00	\$0.00	\$4,642.00
Year 5	73680	AXON RESPOND PLUS - LICENSE	50	\$9,191.60	\$0.00	\$9,191.60
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	50	\$4,642.00	\$0.00	\$4,642.00
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	\$0.00	\$0.00	\$0.00
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	44	\$0.00	\$0.00	\$0.00
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	50	\$11,607.20	\$0.00	\$11,607.20
Year 5	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	7	\$963.58	\$0.00	\$963.58
Year 5	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	\$917.78	\$0.00	\$917.78
Year 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	\$2,241.89	\$0.00	\$2,241.89
Year 5	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	44	\$6,164.22	\$0.00	\$6,164.22
Year 5	80464	AXON BODY - TAP WARRANTY - CAMERA	50	\$2,262.30	\$0.00	\$2,262.30
Year 5	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$45.25	\$0.00	\$45.25
Year 5	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	\$296.20	\$0.00	\$296.20
Year 5	85144	AXON BODY - PSO - STARTER	1	\$2,600.00	\$0.00	\$2,600.00
Total				\$62,093.52	\$0.00	\$62,093.52

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

Contract State of New York OGS Contract PM69698 (IT Umbrella Contract) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/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

8/7/2024

