AGENDA
PUBLIC SAFETY COMMITTEE
APRIL 24, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

1. LOCAL LAW NO. “G” FOR 2018: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK TO LIMIT THE LENGTH OF TIME THAT CANINES MAY BE RESTRAINED OUTDOORS TO NO MORE THAN TWO HOURS IN ANY CONTINUOUS TWELVE-HOUR PERIOD

2. LOCAL LAW NO. “R” FOR 2018: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK PROHIBITING ALBANY COUNTY GOVERNMENT FROM ASSISTING IN THE INVESTIGATION OF CITIZENSHIP OR IMMIGRATION STATUS OF ANY PERSON

3. RESOLUTION NO. 376 FOR 2018: PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “R” FOR 2018

CURRENT BUSINESS:

4. AUTHORIZING AN AGREEMENT WITH OD SECURITY NORTH AMERICA REGARDING THE PURCHASE OF A FULL BODY SCANNING SECURITY SYSTEM AT THE ALBANY COUNTY CORRECTIONAL FACILITY
5. AUTHORIZING AN AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT REGARDING THE LEASE OF VEHICLES FOR THE SHERIFF'S OFFICE

6. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2018 HAZMAT GRANT

7. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE EXPLOSIVE DETECTION CANINE TEAM GRANT PROGRAM

8. AMENDING THE 2019 SHERIFF'S OFFICE BUDGET: VEHICLE SALVAGE FUNDS

9. AMENDING RESOLUTION NO. 563 FOR 2018: INCREASE SECURITY EQUIPMENT IN THE 2019 SHERIFF'S OFFICE BUDGET
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Public Safety Committee of the Albany County Legislature met on March 27, 2019. Chairperson Miller, Messrs. Bullock, Clay, Frainier, Ward, Tunny, Stevens, Mss. Lockart and Willingham were present. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Local Law No. “G” for 2018: A Local Law of the County of Albany, New York to limit the length of time that canines may be restrained outdoors to no more than two hours in any continuous twelve-hour period: Tabled at the request of the Sponsor.


4. Authorizing an agreement with Pittsfield Communications System Inc. regarding Radio Communication Services: The Sheriff’s Office has requested authorization to enter into a five-year agreement with Pittsfield Communications System Inc. regarding radio communication services in the amount of $39,520 per year, for a total five-year agreement amount not to exceed $197,600, and that additional hours over eight per week for services will be billed at a rate of $95 per hour for the period April 1, 2019 to March 31, 2024 with an option for three additional five-year renewals. The agreement with Pittsfield Communication System Inc. provides eight hours per week of scheduled radio communication services to the Sheriff’s Office which includes preventative maintenance, system repairs, system upgrades, system programming and installation of emergency equipment to vehicles. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully submitted,
THE PUBLIC SAFETY COMMITTEE

PAUL MILLER, Chair
SEAN E. WARD
DOUGLAS A. BULLOCK
PATRICIE LOCKART
WILLIAM M. CLAY

PETER B. TUNNY
TRAVIS O. STEVENS
WANDA F. WILLINGHAM
JOHN E. FRAINIER
LOCAL LAW NO. “G” FOR 2018

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK TO LIMIT THE LENGTH OF TIME THAT CANINES MAY BE RESTRAINED OUTDOORS TO NO MORE THAN TWO HOURS IN ANY CONTINUOUS TWELVE-HOUR PERIOD

Introduced: 4/9/18
By Mr. Cahill and Ms. Cunningham:

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the Albany County Legislature has been a leader in protecting the health and welfare of animals in Albany County.

This Legislature also finds and determines that animal owners will sometimes tie their animals to a stationary object outdoors for a short period of time.

This Legislature further finds and determines that some owners, however, leave their animals tied to a stationary object outdoors for long periods of time, in some cases, all day.

This Legislature finds that animals left tied to an object outdoors for prolonged periods often do not have sufficient food, water or shelter from inclement weather.

This Legislature further finds that tethers, chains and other restraints can also injure animals, as the restraint may tangle or catch on other objects.

This Legislature also finds that dogs left on tethers, chains and other restraints may be more aggressive and create a public safety hazard.

This Legislature also determines that it is in the best interests of Albany County residents and their pets to limit the amount of time animals spend tied outdoors to a stationary object.

Therefore, the purpose of this Local Law is to limit the length of time that animals may be restrained outdoors to no more than two hours in any continuous twelve-hour period.

Section 2. Definitions
As used in this Local Law, the following terms shall have the meanings indicated:

(a) "Person" means any individual, firm, partnership, corporation, company, society, association, or any organized group of persons, whether incorporated or not.

Section 3. Prohibitions.

(a) It shall be unlawful for any person to tether, leash, fasten, secure, restrain, chain or tie a dog to any stationary object outdoors or cause such dog to be restrained in a manner that:

(1) Endangers such dog's health, safety or well-being;
(2) Restricts such dog's access to suitable and sufficient food and water;
(3) Does not provide such dog with shelter appropriate to its breed, physical condition, and the climate as defined by §353-b of the New York State Agriculture and Markets Law; or
(4) Unreasonably limits the movement of such dog because it is too short for the dog to move around or for the dog to urinate or defecate in a separate area from the area where it must eat, drink or lie down.

(b) Notwithstanding the provisions of Subsection (a) of this Section, no person shall tether, leash, fasten, secure, restrain, chain or tie a dog to any object with a device that:

(1) Is a choke collar or pinch collar, or a similar collar that tightens when pulled;
(2) Restrains the dog in such a manner that it impairs the flow of oxygen or blood to the dog which may cause choking or causes substantial discomfort to the dog;
(3) Is embedded, partially embedded or may become embedded in such dog's skin;
(4) Has weights attached or contains links that are more than 1/4 inch thick;
(5) Weighs more than 25% of the dog's total body weight, not to exceed 25 pounds for any dog;
(6) Is less than 10 feet in length;
(7) Because of its design or placement is likely to become entangled;
(8) Is long enough to allow such dog to move outside of its owner's property; or
(9) Would allow the restrained dog to move over an object or edge that could result in the strangulation of or injury to such dog.

(c) No person shall tether, leash, fasten, secure, restrain, chain or tie a dog to any stationary object outdoors for more than two hours in any twelve-hour period. And if the dog is tethered to a pulley, running line, or trolley or cable system, the top line must be a minimum of fifteen feet long and six or less feet above the ground.
(d) No person shall tether, leash, fasten, secure, restrain, chain or tie a dog to any stationary object outdoors for any period of time if:

(1) The dog is less than 6 months old;
(2) There is an active weather alert;
(3) Tethering may exacerbate an existing health condition;
(4) Multiple dogs are tethered and their tethers may become entangled; or
(5) The dog is not displaying current identification as defined by section § 108 of New York State Agriculture and Markets Law.

Section 4. Enforcement.

This Local Law shall be enforced by the office of the Albany County Sheriff and may also be enforced by any police officer, peace officer, or local dog control or animal control officer with jurisdiction within Albany County.

Section 5. Penalties for offenses.

A violation of this Local Law shall be punishable by a fine of not more than $150 for a first offense, by a fine of not more than $300 for a second offense and by a fine of not more than $500 for a third or subsequent offense.

Section 6. Applicability.

This article shall apply to all actions occurring on or after the effective date of this Local Law.

Section 7. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law, or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 8. Effective Date.

This Local Law shall take effect upon filing with the Secretary of State.

Referred to Law and Public Safety Committees – 4/9/18
LOCAL LAW NO. "R" FOR 2018

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK PROHIBITING
ALBANY COUNTY GOVERNMENT FROM ASSISTING IN THE
INVESTIGATION OF CITIZENSHIP OR IMMIGRATION STATUS OF ANY
PERSON

Introduced: 7/9/18
By Messrs. Fein, Simpson and Bullock:

BE IT ENACTED, by the Legislature of the County of Albany as follows:

Section 1. Title

This local law shall be known as the “Welcoming Albany County Act”

Section 2. Legislative Intent

The Legislature finds that Albany County has a diverse population, with
residents from many different cultures and backgrounds, including many different
races, ethnicities, faiths, and national origins.

The Legislature further finds that the residents of Albany County benefit
from the County’s diverse cultural heritage.

The Legislature further finds that it is in the best interest of the residents of
Albany County to be a welcoming place for all people of all walks of life with no
defeference to nationality or citizenship.

Therefore, the purpose of this local law is to ensure that Albany County is a
welcoming place for all individuals and that Albany County officials do not
investigate individuals’ immigration or citizenship status, do not participate in the
enforcement of Federal immigration law, and leave the enforcement of Federal
immigration law to Federal officials.

Section 3. Definitions

As used in this local law, the following terms shall have the meanings
indicated:

A. “Administrative warrant” means an immigration warrant of arrest, order
to detain or release aliens, notice of custody determination, notice to appear,
removal order, warrant of removal, or any other document, issued for a civil
immigration enforcement purpose and that is not issued or signed by a judge
appointed pursuant to article III of the United States constitution or a federal magistrate judge appointed pursuant to 28 U.S.C. § 631. This definition includes, but is not limited to, administrative warrants entered into the Federal Bureau of Investigation's National Crime Information Center database. This definition does not include any criminal warrants issued upon a judicial determination of probable cause and in compliance with the requirements of the Fourth Amendment to the U.S. Constitution and New York law.

B. "Agency" means every Albany County department, agency, division, commission, council, committee, board, or other body established by authority of a local law, resolution, or executive order, and shall encompass, for the purposes of this local law, all contractors performing work on behalf of the county.

C. "Agent" means any person employed by or acting on behalf of an agency or county contractor.

D. "CBP" means the United States Customs and Border Protection agency and shall include any successor agency charged with the enforcement of federal civil immigration laws.

E. "Certification" means any law enforcement certification or statement required by federal immigration law including, but not limited to, the information required by Section 1184(p) of Title 8 of the United States Code (including current United States Citizenship and Immigration Service Form I-918, Supplement B, or any successor forms) for purposes of obtaining a U visa, or by Section 1184(o) of Title 8 of the United States Code (including current United States Citizenship and Immigration Service Form I-914, Supplement B, or any successor forms) for purposes of obtaining a T visa.

F. "Certifying agency" means Albany County law enforcement agency or other authority that has responsibility for the investigation, prosecution, or sentencing of qualifying criminal activity. "Certifying agency" includes any agency that has criminal investigative jurisdiction in its respective areas of expertise.

G. "Citizenship or immigration status" means an individual's recorded citizenship or immigration status, as such status is defined in the federal immigration and nationality act, at the time an agent or agency receives such information.

H. "Contact information" means home address, work address, telephone number, electronic mail address, social media information, or any other information that can be used as a means of locating or contacting an individual.
I. "Eligible for release from custody" means that the person may be released from custody because one of the following conditions has occurred:

a. All criminal charges against the person have been dropped or dismissed.

b. The person has been acquitted of all criminal charges filed against him or her.

c. The person has served all the time required for his or her jail or prison sentence.

d. The person is ordered to be released from custody pending the disposition of his or her pending criminal case.

e. The person has posted a bond.

f. The person is otherwise eligible for release under state or local law, or local policy.

J. "Family member" means a person's (i) mother, father, spouse, brother or sister (including blood, step or half), son or daughter (including blood, step or half), father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent or grandchild; or (ii) court-appointed legal guardian or a person for whom the person is a court-appointed legal guardian; or (iii) domestic partner or the domestic partner's mother, father, brother, sister (including blood, step, or half), son or daughter (including blood, step or half).

K. "ICE" means the United States Immigration and Customs Enforcement agency and shall include any successor agency charged with the enforcement of federal civil immigration laws.

L. "Immigration detainer" means a request by ICE or CBP to a federal, state, or local law enforcement agency that requests that the law enforcement agency provide notice of release or maintain custody of an individual, including detainers issued pursuant to Sections 1226 or 1357 of Title 8 of the United States Code or 287.7 or 236.1 of Title 8 of the Code of Federal Regulations. These detainers include DHS Form I-247-A "Immigration Detainer – Notice of Action"; DHS Form I-247D "Immigration Detainer – Request for Voluntary Action"; DHS I-247X "Request for Voluntary Transfer"; DHS Form I-247N "Request for Voluntary Notification of Release," or any successor forms.

M. "Immigration enforcement operation" means any operation that is primarily for the purpose of identifying or apprehending a person or persons: 1) in order to subject them to civil immigration detention, removal or deportation proceedings, and/or removal or deportation from the United States; or 2) to criminally prosecute a person or persons for offenses related to immigration status, including but not limited to violations of Sections 1253, 1304, 1306(a) and (b), 1325, or 1326 of Title 8 of the United States Code, or violations of Sections 1028A or 1546 of Title 18 of the United States Code.
N. "Judicial warrant" means a warrant based on probable cause and issued by a judge appointed pursuant to article III of the United States constitution or a federal magistrate judge appointed pursuant to 28 USC 631, that authorizes federal immigration authorities to take into custody the person who is the subject of such warrant. This does not include warrants or orders issued by employees of the Department of Homeland Security, the Department of Justice, or the Executive Office for Immigration Review.

O. "Qualifying criminal activity" means any activity involving one or more of the following or any similar activity in violation of federal, state, or local criminal law: rape; torture; trafficking; incest; domestic violence; sexual assault; abusive sexual contact; prostitution; sexual exploitation; female genital mutilation; being held hostage; peonage; involuntary servitude; slave trade; kidnapping; abduction; unlawful criminal restraint; false imprisonment; blackmail; extortion; manslaughter; murder; felonious assault; witness tampering; obstruction of justice; perjury; fraud in foreign labor contracting (as defined in Section 1351 of Title 18 of the United States Code); or attempt, conspiracy, or solicitation to commit any of the above-mentioned crimes. This list of qualifying criminal activity is not a list of specific statutory violations, but instead a list of general categories of criminal activity. Activity not listed in the first sentence of this definition shall be presumed to be qualifying criminal activity when its nature and elements are substantially similar to any qualifying criminal activity listed herein. Qualifying criminal activity that occurs during the commission of non-qualifying criminal activity shall be considered qualifying criminal activity regardless of whether criminal prosecution was sought for the qualifying criminal activity.

P. "Victim of qualifying criminal activity" means any individual who has reported qualifying criminal activity to a law enforcement agency or certifying agency, or has otherwise participated in the detection, investigation, or prosecution of qualifying criminal activity, who has suffered direct or proximate harm as a result of the commission of any qualifying criminal activity and may include, but is not limited to, an indirect victim, regardless of the direct victim's immigration or citizenship status, including the spouse, children under 21 years of age, and, if the direct victim is under 21 years of age, deceased, incompetent or incapacitated, parents and unmarried siblings under 18 years of age of the direct victim. A bystander victim may also be considered as a "victim of qualifying criminal activity." More than one victim may be identified and provided with certification depending upon the circumstances. For purposes of this definition, the term "incapacitated" means unable to interact with law enforcement agency or certifying agency personnel as a result of a cognitive impairment or other physical limitation, or because of physical restraint or disappearance.

Section 4. Requesting information prohibited
No agent or agency shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person, except as may be required under Section 10 of this local law, unless such inquiry or investigation is required by court order. Notwithstanding this provision, the Albany County attorney may investigate and inquire about citizenship or immigration status when relevant to potential or actual litigation or an administrative proceeding in which the county is or may be a party.

Section 5. Conditioning benefits, services, or opportunities on immigration status prohibited

A. No agent or agency shall condition the provision of Albany County benefits, services, or opportunities on matters related to citizenship or immigration status unless required to do so by state or federal law, or court order.

B. Where presentation of a driver's license or identification card issued by New York State or any U.S. State or U.S. territory is accepted as adequate evidence of identity, presentation of a photo identity document issued by another country, such as a driver's license, passport, or consular identification document or presentation of a photo identity issued by a school, college, or employer located in the United States, shall be accepted and shall not subject the person to a higher level of scrutiny or different treatment than if the person had provided a driver's license or identification card issued by New York State or any U.S. State or U.S. territory except that this subsection (b) shall not apply to the completion of the federally mandated I-9 forms.

C. In order to ensure that eligible persons are not deterred from seeking Albany County benefits, services, or opportunities, all agencies shall review their confidentiality policies and identify any changes necessary to ensure that information collected from individuals is limited to that necessary to perform agency duties and is not used or disclosed for any other purpose, except as may be required under Section 10 of this local law. Any necessary changes to those policies shall be made within 60 days of the adoption of this local law, consistent with agency procedures.

D. All applications, questionnaires, and interview forms used in relation to Albany County benefits, opportunities, or services shall be promptly reviewed by the pertinent agencies and any questions regarding citizenship or immigration status, other than those required by statute, federal law, or court order, shall be deleted within 60 days of the adoption of this local law.

Section 6. Immigration enforcement actions and Federal responsibility
A. No agency or agent shall stop, arrest, detain, or continue to detain a person after that person becomes eligible for release from custody or is free to leave an encounter with an agency or agent, based on any of the following:
   a. an immigration detainer;
   b. an administrative warrant; or
   c. any other basis that is based solely on the belief that the person is not present legally in the United States, or that the person has committed a civil immigration violation.

B. No agency or agent shall accept requests by ICE, CBP, or other agencies to support or assist in any capacity with immigration enforcement operations, including but not limited to requests to (1) provide information (including custody status, release date, home address, or work address) regarding persons who may be the subject of immigration enforcement operations except as may be required under Section 10 of this local law, (2) investigate or interrogate such persons, (3) establish traffic perimeters, or (4) otherwise be present to assist or support an operation. In the event an agent receives a request to support or assist in an immigration enforcement operation, he or she shall report the request to his or her supervisor, who shall decline the request, except as may be required under Section 10 of this local law, and document the declination in an interoffice memorandum to the agency director through the chain of command.

C. No agency or agent shall enter into an agreement under Section 1357(g) of Title 8 of the United States Code or any other federal law that authorizes or permits state or local governmental entities to enforce federal civil immigration laws.

D. Unless presented with a valid and properly issued judicial warrant, no agency or agent shall:
   a. stop, arrest, detain, or continue to detain a person after that person becomes eligible for release from custody or is free to leave an encounter with an agency or agent;
   b. permit ICE or CBP agents access to a person being detained by, or in the custody of, the agency or agent;
   c. transfer any person into ICE or CBP custody;
   d. permit ICE or CBP agents use of agency facilities, information (except as may be required under Section 10 of this local law), or equipment, including any agency electronic databases, for investigative interviews or other investigative purpose or for purposes of executing an immigration enforcement operation; or
   e. expend time to respond to ICE or CBP inquiries or communicate with ICE or CBP regarding a person's custody status, release date, home address, work address, or other information, except as may be required under Section 10 of this local law.
Section 7. Certifications for victims of qualifying criminal activity

A. A certifying agency shall execute any certification requested by any victim of qualifying criminal activity or representative of the victim including, but not limited to, the victim's attorney, accredited representative, or domestic violence service provider, within 45 days of receiving the request. If the victim seeking certification is in federal immigration removal proceedings, the certifying agency shall execute the certification within 14 days of receiving the request. If the victim or the victim's children would lose any benefits under Sections 1184(p) and 1184(q) of Title 8 of the United States Code by virtue of having reached the age of 21 years within 90 days after the certifying agency receives the certification request, the certifying agency shall execute the certification no later than 14 days before the date on which the victim or child would reach the age of 21 years. Requests for expedited certification must be affirmatively raised by the victim.

B. If a certifying agency denies a request for certification, the agency shall notify the applicant in writing of the basis for the denial and the process for appealing the denial to the agency head. Within 90 days of receiving an applicant's letter appealing a denial, the certifying agency head shall notify the applicant in writing that the appeal is rejected and the initial denial is upheld or that the appeal is granted and the certifying agency will issue a certification.

C. The head of each certifying agency shall perform, or designate an agent with a supervisory role within the agency to perform, the following responsibilities:

a. respond to requests for certifications;

b. provide outreach to victims of qualifying criminal activity to inform them of the agency's certification process; and

c. keep written records of all certification requests and responses.

D. All certifying agencies shall implement a language-access protocol for non-English speaking victims of qualifying criminal activity.

E. A certifying agency shall reissue any certification within 45 days of receiving a request from the victim of qualifying criminal activity or representative of the victim including, but not limited to, the victim's attorney, accredited representative, or domestic violence service provider.

F. There is no requirement that there be a current investigation, the filing of charges, a prosecution, or a conviction in order for a certifying agency to provide a certification, and there is no statute of limitations on providing a certification.
G. A certifying agency shall not refuse to provide certifications to applicants with criminal histories or outstanding warrants.

H. Notwithstanding any other provision of this section, a certifying agency's completion of a certification shall not be considered conclusive evidence that the victim has met eligibility requirements for a U or T visa, and completion of a certification by a certifying agency shall not be construed to guarantee that a victim will receive federal immigration relief. It is the exclusive responsibility of federal immigration officials to determine whether a victim of qualifying criminal activity is eligible for a U or T visa. Completion of a certification by a certifying agency merely verifies factual information relevant to the immigration benefit sought including information relevant for federal immigration officials to determine eligibility for a U or T visa. By completing a certification, the certifying agency attests that the information is true and correct to the best of the certifying official's knowledge. If after completion of a certification, the victim unreasonably refuses to assist in the investigation or prosecution of the qualifying criminal activity of which he or she is a victim, then the certifying agency may notify the United States Citizenship and Immigration Services in writing.

Section 8. Federal registry programs

No agency or agent shall expend any time, facilities, equipment, information, or other resources of the agency or agent to facilitate the creation, publication, or maintenance of any federal program to register individuals present in the United States based on their race, religion, gender, sexual orientation, gender identity or expression, or national or ethnic origin, or the participation of any residents of the Albany County in such a registry.

Section 9. Commitments

A. The county commits to working with community advocates, policy experts, and legal advocates to defend the human rights of immigrants.

B. The Albany County Sheriff's Department will continue to respond to requests from immigrant communities to defend them against all crimes, including hate crimes, to assist people with limited language proficiency, and to connect immigrants with social services.

C. The county recognizes the arrest of an individual increases that individual's risk of deportation even in cases where the individual is found to be not guilty, creating a disproportionate impact from law enforcement operations. Therefore, for all individuals, the Albany County Sheriff's Department will recognize and consider the extreme potential negative consequences of an arrest in exercising its discretion regarding whether to take such an action, and will arrest
an individual only after determining that less severe alternatives are unavailable or would be inadequate to effect a satisfactory resolution.

Section 10. Information regarding citizenship or immigration status

Nothing in this local law prohibits any Albany County agency from sending to, or receiving from, any local, state, federal agency, information regarding an individual's citizenship or immigration status.

Section 11. Severability

If any clause, sentence, paragraph, section, subdivision, or other part of this local law or its application shall be inconsistent with any federal or state statute, law, regulation or rule then the federal or state statute, law, regulation, or rule shall prevail. 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 12. Effective Date and Applicability

This local law shall be effective immediately upon filing in the Office of the Secretary of State.

Referred to Law, Public Safety and Audit and Finance Committees – 7/9/18
RESOLUTION NO. 376

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “R” FOR 2018

Introduced: 8/13/18
By: Messrs. Fein and Simpson

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “R” for 2018, “A Local Law of the County of Albany, New York Prohibiting Albany County Government from Assisting in the Investigation of Citizenship or Immigration Status of Any Person,” be held by the County Legislature in the Legislative Chamber, Albany County Courthouse, Albany, New York at 7:15 p.m. on Tuesday, August 28, 2018, 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, Audit and Finance and Public Safety Committees – 8/13/18
April 8, 2019

Honorable Andrew L. Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Re: Full Body Imaging Scanning Equipment

Dear Mr. Joyce:

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

Briefly, this request is to purchase a Soter RS Full Body Security Scanning System. The total cost of this equipment which was provided by OD Security North America under the New York State listed by SHI International Corporation contract #PD67647 would be approximately One Hundred twenty-one thousand, one hundred and one dollars ($121,101.00) This purchase will comply with the recent signing of the New York Senate Assembly Bill A6838, County Correctional Facilities are authorized to purchase full body imaging scanning equipment. Some advantages to this technology will allow this equipment to discover contraband hidden under an individual’s clothes and/or concealed in their body cavities without the need for them to undress. The potential ability to detect and deter more contraband is another advantage. Currently, the majority of strip searches do not detect contraband hidden internally in the stomach or other body cavities.

One of the biggest risks our department faces is contraband being smuggled into our facility. Contraband can be introduced into the facility in many ways including mail, visits, and admissions. There are many types of dangerous forms of contraband including but not limited to weapons, cell phones, tobacco, heroin, suboxone and fentanyl.

The facility will be closely following guidelines that will be developed by the New York State Department of Health to purchase this equipment.

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. Paul Miller, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: April 8, 2019

DEPARTMENT: Albany County Sheriff's Office / Correctional Facility

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)
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:

Increase Account/Line No:
Source of Funds:
Title Change:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:

TYPE OF CONTRACT
Change Order/Contract Amendment
Purchase (Equipment / Supplies) 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):
OD Security North America
416 Island Park Drive
Daniel Island, SC 29492
Amount/Rate Schedule/Fee:
$121,101.00
Term:
Scope of Services: Purchase Soter RS Full Body Scanning Security System to be used at the Albany County Correctional Facility.

Contract Funding:
Anticipated in Current Budget: Yes X No
Funding Source: _______________________
County Budget Accounts:
Revenue: A93150.22750
Appropriation: ________________________
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 of Similar Action:
Resolution/Law Number: ________________________
Date of Adoption: ________________________
Justification: (State briefly why legislative action is requested)
To provide safety and security to the employees, inmate population and visitors with up-to-date technology which allows this equipment to detect and deter more contraband at the Correctional Facility.

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 ________________________
SOTER RS
INDUSTRY LEADING CONTRABAND DETECTION

Albany County Sheriff's Office, New York
Albany County Correctional Facility
Commercial Proposal

PREPARED BY

John Shannon
OD Security North America
416 Island Park Drive,
Daniel Island, SC 29492

PROPOSAL DATE
April 5, 2019
Commercial Proposal

Delivered, installed and calibrated (F.O.B Destination) – Albany County Correctional Facility, 840 Albany Shaker Road, Albany, NY 12211

<table>
<thead>
<tr>
<th>1 x SOTER RS Full Body Security Scanning Systems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost $121,101</td>
</tr>
<tr>
<td>Total Cost $121,101</td>
</tr>
<tr>
<td>NY State Contract # PD67647 – listed by SHI International Corporation</td>
</tr>
</tbody>
</table>

Proposal includes - Shipping, Installation, Calibration and Testing, Operator, Administrator and RSO Training, 5-years Full Manufacturer’s Warranty (parts and labor, to include time and travel associated with servicing and maintenance)

Delivery and installation – 45 days after receipt of Contract Deposit

Proposal includes (for the operational life of the Systems) –

- Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk
- Same day Technical/Engineering Support (NY State based Technicians)
- Annual re-calibration and Annual State Certification
- All software upgrades through-out term of contract
- Provision of Random Scanning Software Upgrade
- Provision of Biometric Hardware/Software Upgrade
- Provision of PREA Compliant Software Upgrade
- Provision of 1 x SOTER RS Tablet

Additional Features (at Client’s Discretion)

1. Provision of Full Warranty (Maintenance/Service) Contract (parts and labor and including time and travel) year 6 onwards
$9,750 annually, payable in advance

2. Provision of additional SOTER RS Handheld Tablet (mobile device)

   Unit Cost -
   
   Hardware - 1 x GD3030-400 Intel i5-5350U - $2,950 (one-off)

   Software - SOTER RS Operator Interphase (OI) Software (Annual Software License) - $2,100 annually, payable in advance

   **Total Cost** – Year 1 $5,050
   Year 2 onwards $2,100

1. Upgrade to SOTER RS Dual Monitor (at any stage during contract)

   Our System is upgradable from Single View to Dual View capability with unrivalled detection capacity – 46AWG Full Body Image and 46AWG Torso Image

   **Upgrade cost** - $18,750

2. Provision of an ADA Compliant Platform Configuration (at any stage during contract)

   **Cost** - $5,000

Terms remain valid twenty-one (21) days following April 5th 2019
April 3, 2019

Honorable Andrew Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Public Safety Committee of the Albany County Legislature.

Legislative approval is requested authorizing the execution of a lease agreement between the Albany County Sheriff’s Office and Enterprise Fleet Management.

The purpose of this agreement would be for the Sheriff’s Office to lease 17 vehicles for our Law Enforcement Division. The leasing of 17 new patrol vehicles will significantly reduce operational cost such as maintenance and fuel consumption along with carbon emissions over the life of the agreement. This proposed lease would be for 4 years with 3 automatic renewals. The yearly cost to the county is broken down as follow:

- Year 1 cost $210,621.84
- Year 2 cost 145,747.80
- Year 3 cost 145,747.80
- Year 4 cost 145,747.80

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

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.

cc: Hon. Daniel P. McCoy, County Executive
    Hon. Paul Miller, Public Safety Chairman
    Hon. Dr. Charles Dawson, Audit & Finance Committee
    Kevin Cannizzaro, Esq., Majority Counsel
    Hon. Arnis Zilmene, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: APRIL 4, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING 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)
- ENVIRONMENTAL IMPACT
- HOME RULE REQUEST
- PROPERTY CONVEYANCE
- OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

THE SHERIFF'S DEPT. IS LOOKING TO ENTER INTO A 4-YEAR AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT TO LEASE 17 VEHICLES FOR A PERIOD OF 4 YEARS

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
- INCREASE ACCOUNT/LINE NO.
- SOURCE OF FUNDS:
- TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

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

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:

ENTERPRISE FLEET MANAGEMENT
1550 ROUTE 23 NORTH, SUITE 101
WAYNE, NJ 07470

PARTY (NAME/ADDRESS):

AMOUNT/RATE SCHEDULE/FEE:
YEAR 1 $210,621.34
YEARS 2, 3, 4 $145,747.80 EACH YEAR. TOTAL COST $ 647,865.24

TERM:
4 YEARS- 2019- 2022

SCOPE OF SERVICES:
TO LEASE 17 VEHICLES FOR OUR PATROL UNIT

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES [X] NO

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION: A93110.22400 (AUTOMOBILES)

BOND (RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES [X] NO

IF MANDATED CITE AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES [X] NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:
A93110.22400 (AUTOMOBILES)

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL
STATE
COUNTY 100%

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 260-2018
DATE OF ADOPTION: 6/11/2018

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THIS AGREEMENT WILL SAVE THE COUNTY MONEY IN MAINTENANCE COSTS AND FUEL COSTS OVER THE LIFE OF THE AGREEMENT

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. 260

AUTHORIZING AN AGREEMENT WITH METRO FORD SALES, INC REGARDING THE PURCHASE OF VEHICLES FOR THE SHERIFF’S OFFICE

Introduced: 6/11/18
By Public Safety Committee:

WHEREAS, The Sheriff has requested authorization for the purchase and delivery of four (4) patrol vehicles, and

WHEREAS, The Sheriff indicated that he used New York State Office of General Services Mini-Bid 18030046 which allows these vehicles to be purchased at the lowest price possible and has recommended Metro Ford Sales, Inc for the purchase and delivery of these four (4) patrol vehicles at a cost of $35,742 each for a total amount of $142,968, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Metro Ford Sales, Inc in an amount not to exceed $142,968 regarding the purchase and delivery of four (4) patrol vehicles, 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 - 6/11/18
FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. 8-27-18

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

Jeremy Schwartz
Sourcewell Director of Cooperative Contracts and Procurement/CPO Signature

Chad Coquette
Sourcewell Executive Director/CEO Signature

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name: Enterprise Fleet Management, Inc. 8-27-18

Authorized Signatory's Title: Assistant Vice President

Authorized Signatory Signature

Executed on 8-14th, 2018

Sourcewell Contract # 060618-EFM
**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST**

Company Name: Enterprise Fleet Management

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

<table>
<thead>
<tr>
<th>Section/page</th>
<th>Term, Condition, or Specification</th>
<th>Exception</th>
<th>NJPA Accepts</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.17.2.1</td>
<td>5. Installation, operation and maintenance of dedicated charging and fueling stations;</td>
<td>Delete this number 5 in its entirety</td>
<td>August 9, 2018 Sourcewell* accepts</td>
</tr>
<tr>
<td></td>
<td>Vendor use of subcontractors in sourcing or delivering equipment/product/services:</td>
<td>NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have subcontractor relationships with all organizations and individuals who are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Suggested Solutions Options include:</td>
<td>August 9, 2018 Sourcewell* accepts</td>
</tr>
<tr>
<td>3.23.2</td>
<td>Geographic Area to be Proposed:</td>
<td>Refer to Enterprise Response #20.</td>
<td>August 9, 2018 Sourcewell* accepts</td>
</tr>
<tr>
<td>3.24</td>
<td>Deviations from industry standards</td>
<td>Delete this section in its entirety – all industry standard deviations is too broad and cannot be defined</td>
<td>August 9, 2018 Sourcewell* accepts</td>
</tr>
<tr>
<td>3.30.1</td>
<td>Warranty:</td>
<td>Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.</td>
<td>August 9, 2018 Sourcewell* accepts</td>
</tr>
<tr>
<td>3.34</td>
<td>Additional Warrants:</td>
<td>Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.</td>
<td>August 9, 2018 Sourcewell* accepts</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Action Details</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>5.31</td>
<td>Price Changes</td>
<td>Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.</td>
<td></td>
</tr>
<tr>
<td>5.32</td>
<td>Price Changes</td>
<td>Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, aftermarket pricing, product pricing, market conditions, interest indexes and vehicle availability.</td>
<td></td>
</tr>
<tr>
<td>5.35</td>
<td>Price Changes</td>
<td>Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, aftermarket pricing, product pricing, market conditions, interest indexes and vehicle availability.</td>
<td></td>
</tr>
<tr>
<td>5.44</td>
<td>SALES TAX</td>
<td>Delete the following two sentences: “Sales and other taxes should not be included in the prices quoted.” “Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.”</td>
<td></td>
</tr>
<tr>
<td>5.53</td>
<td>Shipping</td>
<td>Delete this section in its entirety</td>
<td></td>
</tr>
<tr>
<td>6.19.6.2</td>
<td>Printed Marketing Materials</td>
<td>Some EFM confidential materials may only be submitted after awarded to EFM.</td>
<td></td>
</tr>
<tr>
<td>6.19.6.3</td>
<td>Contract announcements and advertisements.</td>
<td>Some EFM materials may only be submitted after awarded to EFM.</td>
<td></td>
</tr>
<tr>
<td>6.26</td>
<td>Subcontractors:</td>
<td>Delete this section in its entirety -- not applicable</td>
<td></td>
</tr>
<tr>
<td>POST-AWARD OPERATING ISSUES</td>
<td>A. SUBSEQUENT AGREEMENTS</td>
<td>This section is deleted in its entirety. A Master Lease Agreement will be executed between Enterprise FM Trust and NJPA Members.</td>
<td></td>
</tr>
</tbody>
</table>

**Action Details:**
- August 9, 2018
- Sourcewell* accepts
<p>| 7.E 7.10 - 7.11 | HUB PARTNER | Utilizing a HUB partner is at the discretion of Enterprise. | August 9, 2018 |
| 7.F 7.12 | TRADE-INS | Delete Trade-Ins section in its entirety and replace with the below language: CONSIGNMENT. Enterprise will sell Lessee's vehicles consigned to Enterprise by a Lessee as requested and with an executed Enterprise Consignment Agreement (attached to this RFP with Enterprise Lease Agreements). Additional forms may be required for California, Arizona and Canada. | Sourcewell* accepts |
| 7.H 7.14 - 7.18 | CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE | Delete this section in its entirety and replace with the following language - Either party may terminate this Agreement for any reason (convenience) by delivering not less than ninety (90) calendar days prior written notice thereof to the other party. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination. | August 9, 2018 |
| 7.C 7.8 | REPORTING OF SALES ACTIVITY | Refer to Sample Reporting-Sourcewell spreadsheet provided by Enterprise on August 6, 2018. | Sourcewell* accepts |
| 8.C 8.12 | ASSIGNMENT OF CONTRACT | Delete this section 8.12 in its entirety | Sourcewell* accepts |
| 8.H 8.18 | FORCE MAJEURE | Delete this section 8.18 in its entirety and replace with the following language: Neither Sourcewell nor Enterprise Fleet Management will be held responsible for delay or default caused by fire, riot, acts of God and/or war that are beyond that party's reasonable control. Sourcewell or Enterprise Fleet Management defaulting under this provision must provide the other party prompt written notice of the default. | Sourcewell* accepts |
| 8.J 8.23 | MATERIAL SUPPLIERS AND SUB-CONTRACTORS | Delete this section 8.23 in its entirety | Sourcewell* accepts |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.Q 8.32 - 8.33</td>
<td>Acquisition Threshold and Termination for Cause and for Convenience</td>
<td>Delete these sections 8.32 - 8.33 in their entirety – Not applicable</td>
<td>August 9, 2018 Sourcewell* accepts</td>
</tr>
<tr>
<td>8.Q 8.35 - 8.38</td>
<td>Construction Contracts; Employment of Mechanics or Laborers; Clean Air Act and the Federal Water Pollution Control Act</td>
<td>Delete these sections 8.35 - 8.38 in their entirety – Not applicable</td>
<td>August 9, 2018 Sourcewell* accepts</td>
</tr>
<tr>
<td>8.Q 8.42 - 8.43</td>
<td>Energy Policy and Conservation Act Compliance and Buy American Provisions Compliance</td>
<td>Delete these sections 8.42 - 8.43 in their entirety – Not applicable</td>
<td>August 9, 2018 Sourcewell* accepts</td>
</tr>
</tbody>
</table>

Proposer’s Signature: [Signature] Date: 8-7-2018

**NJPA’s clarification on exceptions listed above:**
*On June 6, 2018, National Joint Powers Alliance changed its name to Sourcewell.*
FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FLEET MANAGEMENT SERVICES

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Enterprise Fleet Management

Company Address: 600 Corporate Park Drive

City: St. Louis

CAGE Code/DUNS: 6Q1F8

Contact Person: Dain Giesie

Authorized Signature: [Signature]

Date: 6-5-2015

State: Missouri

Zip: 63105

Title: AVP of Fleet Management

Dain Giesie

(Name printed or typed)
FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. [Signature] 9-27-18

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

Jeremy Schwartz
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO'S SIGNATURE
[Signature] [Name Printed or Typed]

Chad Coquette
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE
[Signature] [Name Printed or Typed]

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name: Enterprise Fleet Management, Inc. [Signature] 8-29-18

Authorized Signatures Title: Assistant Vice President

[Vendor Authorized Signature] [Name Printed or Typed]

Executed on Aug 14th, 2018

Sourcewell Contract # 060618-EFM
PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer’s RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota’s Data Practices Act.

8. The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]
By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Enterprise Fleet Management, Inc.
Address: 600 Corporate Park Drive
City/State/Zip: St. Louis, Missouri, 63105
Telephone Number: 877-233-5338
E-mail Address: Dain.E.Giesie@efleets.com
Authorized Signature: [Signature]
Authorized Name (printed): Dain Giesie
Title: AVP of Fleet Management
Date: 6-5-2018

Notarized

Subscribed and sworn to before me this 5th day of June, 2018.
Notary Public in and for the County of St. Louis, State of Missouri
My commission expires: 4-30-2022
Signature: [Signature]

DENISE A. GODAR
My Commission Expires
April 30, 2022
St. Louis County
Commission #14438199
PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Enterprise Fleet Management

Questionnaire completed by: Dain Giesie, AVP of Fleet Management

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
Payment terms are Net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
Yes. Enterprise Fleet Management offers a variety of customizable leasing and financing options. We will work with each NJPA member to find the most cost-effective option for each vehicle application and situation.

Open-Ended Lease
Many educational and governmental agencies have difficulties funding a healthy vehicle life cycle. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:

- Improved cash flow
- No mileage restrictions or wear-and-tear charges
- Flexible financing options
- Customized terms for use and type of vehicle
- Retention of ownership rights

In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows our customers to pay the minimum amount for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involve financing the difference between the vehicle’s purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle’s age and application.

Closed-End Lease
- Fixed monthly costs convenient to budget
- No resale responsibilities
- Predetermined lease term and mileage (can still be customized to each vehicle contract)
- Over-mileage and abnormal wear and tear charges may apply
- Generally used for one- to three-year terms
- Vehicles are turned in at end of lease term
Form P — PROPOSER QUESTIONNAIRE cont.

- **Prepaid Lease**: allows the lessee to take advantage of discounted interest rates by paying all rent up front.

- **Lease to own Finance**: allows the customer to take ownership of the vehicle at the end of the financed/lease term.

**Lease Terms**

Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.
3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.

Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.

The local account manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs. We will work with each member to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the member.

We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, the Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

At this time, Enterprise Fleet Management does not accept the P-Card as payment. Enterprise can accept both EFT and ACH payments from our customers.
Form P — PROPOSER QUESTIONNAIRE cont.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Warranty repairs are honored by dealerships on behalf of the vehicle manufacturers. When warranty opportunities arise, Enterprise's National Service Department (NSD) weighs in and consults with the customer on the savings and benefits of getting work covered under warranty versus lost downtime to transport the vehicle to another service location if it is not currently at a dealer.

Enterprise maintains a strong working relationship with our manufacturer partners, and at times we will request goodwill assistance based on the nature of the repair, prior maintenance history, and current vehicle age and mileage. Our technicians proactively monitor repair estimates for possible warranty opportunities as well. There is no additional charge for this service.

- Do your warranties cover all products, parts, and labor?  
  Warranties vary by manufacturer, vehicle type, make and model, etc.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?  
  Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?  
  Most standard vehicle warranties do not cover these expenses.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?  
  This will depend on the manufacturer's dealer network.
  
  When needed, Enterprise's NSD will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  All warranty coverages are provided by the applicable manufacturer.
Form P — PROPOSER QUESTIONNAIRE cont.

- What are your proposed exchange and return programs and policies?

In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.

The local account manager will perform a lifecycle cost analysis to make sure vehicles are being cycled and replaced at the proper time. We will also conduct a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs.

When determining lifecycle costs, we consider all core operating costs, including maintenance, fuel, and depreciation, and look for opportunities to improve. Often, a thorough investigation into later-life maintenance costs and diminishing resale values can offer insight on a more effective lifecycle.

Our local, full-time Fleet Strategy Manager also keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our clients’ vehicles are coming off lease just as demand is high in the used car markets. We are always looking to take advantage of peaks to help reduce our clients’ total cost of ownership.

6) Describe any service contract options for the items included in your proposal.

Enterprise offers several maintenance programs designed to fit the needs of the member. Please see Page 12 for details on our maintenance program options.
Pricing, Delivery, Audits, and Administrative Fee
7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Enterprise Fleet Management leverages our relationships with manufacturers, dealers, maintenance/repair shops, and our company's own built-in infrastructure to provide the best solution for our customers. We work with nearly every manufacturer to source vehicles that are cost-effective, comfortable, and meet the needs of our customers in various industries across the nation. We also have relationships both locally and nationwide for any needed aftermarket equipment or up-fitting services.

Our experience with managing vehicles and our success in the educational/government sectors has allowed Enterprise to lead the industry in this space. When combined with our affiliate Enterprise Holdings, our companies manage a fleet of 1.9 million vehicles, and we use this knowledge and experience to help our fleet customers build best-in-class fleet programs.

Enterprise Fleet Management can provide a wide range of vehicles from nearly any manufacturer, up to and including medium-duty vehicle classes. At this time we do not lease heavy-duty vehicles.

Enterprise Approach
Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with each NIPA member agency to proactively create, implement, and manage a cost-effective total transportation solution.

Work Plan
Enterprise will develop a strategic replacement schedule based on each member's current fleet data. After analyzing the fleet (year, make, model, maintenance spend, fuel spend and odometer reading of the vehicles) we will develop a replacement strategy designed to drive down total costs. We take a number of factors into consideration when making our replacement recommendations, such as age of the vehicle, current odometer reading, average maintenance spend, current fuel economy, estimated resale value, etc.

We look at the total cost to hold each depreciable asset in fleet and make recommendations based on the most cost-effective time to replace a vehicle. The Fleet Replacement Schedule is then used to benchmark and forecast future costs of vehicle replacement.

Enterprise will execute the agreed-upon plan by providing a local, dedicated account management team to ensure the success and efficiency of the program, including consultation and creation, implementation and ongoing management. This role is pivotal to the core value proposition that Enterprise Fleet Management provides because it gives our customers a local point of contact for all fleet-related needs.

Enterprise Fleet Management will provide a lowest cost of ownership program by managing a fleet replacement schedule, providing ancillary services that control operating expenses, and monitoring and reviewing the efficiency of the program and relationship. Our goal is to provide a consistently high level of customer satisfaction and to exceed expectations.

Remarketing
Remarketing is one of the single most important components of our program. Subsequently, we pride ourselves on having our fingers on the pulse of the used car market at all times. The used car market is a constantly moving target, and the local Fleet Strategy Manager and Account Manager work closely to pinpoint trends that can impact our clients' resale values.

Examples include over-mileage, market strengthening/softening of a certain vehicle type, seasonal trends, dealer preferences, etc. Regarding the sale of our clients' vehicles, we prefer to sell directly to dealers. While there are times when a car may perform better at an auction, more often than not we find that we can sell that vehicle directly to the dealer for the same money, which allows us to avoid several hundred dollars in fees from the auction and we pass those savings along to our clients.
Form P—PROPOSER QUESTIONNAIRE cont.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Complete the attachment shown below in Excel format and submit as part of your pricing response. The workbook is included as part of the forms package and is titled “Pricing Grid.”

We provide our customers with fleet management services that address all fleet holding costs—from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting.

Please see the completed pricing grids for the U.S. and Canada on the following pages.

### Pricing Grid

<table>
<thead>
<tr>
<th></th>
<th>Type</th>
<th>Charged / Percentage</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Acquisition</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Interest Rate Index Used</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basis Points (add on)</td>
<td>Domestic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Factory Order Vehicles</td>
<td>Foreign</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Factory Order Vehicles</td>
<td>Domestic</td>
<td></td>
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<tr>
<td>Dealer Stock Vehicles</td>
<td>Foreign</td>
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</tr>
<tr>
<td>Dealer Stock Vehicles</td>
<td>Domestic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Incentives Passed to Customer</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Federal Tax Incentives</td>
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<td></td>
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</tr>
<tr>
<td>State Tax Incentives</td>
<td></td>
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</tr>
<tr>
<td>Manufacture Incentives</td>
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<td></td>
</tr>
<tr>
<td>Maintenance</td>
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</tr>
<tr>
<td>Fixed Maintenance</td>
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<tr>
<td>Occurrence Maintenance Fees</td>
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</tr>
<tr>
<td>Management Fee</td>
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<tr>
<td>Service Charge</td>
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<td></td>
</tr>
<tr>
<td>Lease Termination Fee</td>
<td>Yes / No</td>
<td>How is it calculated?</td>
<td></td>
</tr>
<tr>
<td>Interim Interest</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resale Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide fees not listed + rate</td>
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</table>
### Pricing Grid - U.S.

<table>
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</thead>
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<tr>
<td><strong>Acquisition</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Rate Index Used</td>
<td>3 Year T-Bill</td>
<td>+ 350 Basis Points Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus $60 acquisition fee plus courtesy delivery fee (variable $150-$450 depending on location)</td>
</tr>
<tr>
<td>Basis Points (add on)</td>
<td>Domestic</td>
<td>Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus $60 acquisition fee plus courtesy delivery fee (variable $150-$450 depending on location)</td>
</tr>
<tr>
<td>Factory Order Vehicles</td>
<td>Foreign</td>
<td>Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus $60 acquisition fee, subject to dealer availability</td>
</tr>
<tr>
<td>Dealer Stock Vehicles</td>
<td>Domestic</td>
<td>Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus $60 acquisition fee, subject to dealer availability</td>
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<td>Dealer Stock Vehicles</td>
<td>Foreign</td>
<td></td>
</tr>
</tbody>
</table>

**% Incentives Passed to Customer**
- Federal Tax Incentives: 100% of end user eligible incentives are passed to the member
- State Tax Incentives: 100% of end user eligible incentives are passed to the member
- Manufacture Incentives: 100% of end user eligible incentives are passed to the member

**Maintenance**
- Fixed Maintenance: Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
- Occurrence Maintenance: $6 per month card fee per vehicle plus cost of service and parts
- Fees:
  - Management Fee: 0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles
  - Service Charge: $400
  - Lease Termination Fee: $0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement. Yes / No How is it calculated? NO
- Interim Interest: NO

**Resale Fee**
For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of $995.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units

**Provide fees not listed + rate**
- Fuel Program: $2 per month per card
- Physical Damage: $1000 deductible, average quoted $40 per month per vehicle but is based on underwriting and approval
- Accident Management: $100 per occurrence
- Maintenance Management: $6 per vehicle per month
- Full Maintenance: Pricing based on vehicle type and anticipated miles driven over term
- Geotab Telematics: $26 per month for Base Mode or $29 per month for Pro Mode + tax + $49 per unit (one time charge)
- Registration Fees: All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus $25 processing fee
# Form P — PROPOSER QUESTIONNAIRE cont.

## Pricing Grid - U.S.

<table>
<thead>
<tr>
<th>Type</th>
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### % Incentives Passed to Customer

- **Federal Tax Incentives**: 100% of end user eligible incentives are passed to the member
- **State Tax Incentives**: 100% of end user eligible incentives are passed to the member
- **Manufacturer Incentives**: 100% of end user eligible incentives are passed to the member

### Maintenance

- **Fixed Maintenance**: Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
- **Occurrence Maintenance**: $6 per month card fee per vehicle plus cost of service and parts
- **Fees**: Management Fee, Service Charge, Lease Termination Fee

#### Management Fee

- **0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles**

#### Service Charge

- **$400**

#### Lease Termination Fee

- **$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process.**
- **Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.**
- **Yes / No**
- **How is it calculated?**

### Interim Interest

- **No**

### Resale Fee

- **For each Vehicle sold, the End User “Member” shall pay Enterprise a fee of $395.00 CAD**

### Provide fees not listed + rate

- **Fuel Program**: $2 per month per card
- **Physical Damage**: $1000 deductible, average quoted $40 per month per vehicle but is based on underwriting and approval
- **Accident Management**: $100 per occurrence
- **Maintenance Management**: $6 per vehicle per month
- **Full Maintenance**: Pricing based on vehicle type and anticipated miles driven over term
- **GeoTab Telematics**: $26 per month for Base Mode or $29 per month for Pro Mode + tax + $49 per unit (one time charge)

### Registration Fees

- **All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus $25 processing fee**
9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents a 50% percent discount from the MSRP or your published list.

Vehicles are priced at invoice vs. MSRP. Members will receive the Manufacturer or Dealer published invoice less 100% of applicable incentives.

10) The pricing offered in this proposal is

   ________ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
   ________ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
   ________ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
   ________ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and up-fit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.

For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.
12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Some geographical limitations may apply.

Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state.

Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment.

The equipment can be billed up front or capitalized as a part of the lease structure, subject to credit worthiness. In both scenarios, the member will own the equipment at the conclusion or termination of the lease.

Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.

13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout this response.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate rental location — who are available to assist with vehicle delivery and pick-up.
16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.

Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Enterprise will set a pricing plan up for the NJPA program within our system. This pricing plan will be hard-coded for all NJPA members and cannot be deviated from by any sales or support team member.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Enterprise will offer NJPA and your members access to our fleet management program and pay NJPA a quarterly marketing fee ("Quarterly Incentive") based upon the volume of Combined New Deliveries generated as defined below.

The Quarterly Incentive will be based on the Combined New Deliveries to Qualified Members, and will be paid quarterly:

| Deliveries to Qualified Members (August 1 to July 31) | $100 per delivery |

*Qualified Members are eligible members who utilize the Agreement between NJPA and Enterprise Fleet Management as an approved means to satisfy their proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market-by-market basis.*
Form P — PROPOSER QUESTIONNAIRE cont.

Industry-Specific Questions

19) Describe your available vehicle maintenance program(s).

Full Maintenance

Enterprise’s Full Maintenance program covers lessees nationwide and is available for most makes and models. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- The organization can setup and send automatic service reminders through Enterprise’s website

The Enterprise Full Maintenance Program facilitates greater overall cost control for our customers, eliminating unexpected repair costs, the hassle of budgeting for repairs, and expense reporting for the driver. The program is comprehensive and will not change due to inflation.

Maintenance Management

With the Maintenance Management program, Enterprise’s team of Automotive Service Excellence (ASE) certified technicians facilitate maintenance and repairs to ensure that proper, quality work is completed at a fair and competitive price. This is our pass-through maintenance program, which allows us to fully manage, track and consult on maintenance services for a flat monthly fee.

Please see Page 11 for further details.
20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.

Enterprise Fleet Management, together with our affiliate company Enterprise Holdings, is a total transportation solution for many of our customers. With divisions in fleet management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your transportation needs under one company. More information on these unique business lines can be provided.

Rental Services

Through our affiliate rental brands Enterprise Rent-A-Car and National Car Rental, we can easily set up and manage rentals for our fleet customers. This can be included in our Full Maintenance pricing, or billed as needed with our Maintenance Management program.

21) Please provide current battery electric vehicles and plug-in hybrid electric vehicles your company can provide through this contract understanding that future models can be added.

Enterprise can acquire nearly any commercially available battery electric vehicle or plug-in hybrid vehicle through our dealer network or through factory ordering when available. Our expertise can help your members make smart decisions about when and where to deploy new engine technologies.

Please see pages 37 through 39 for more details on our sustainability programs.

22) Describe the process by which your company will ensure that all natural gas vehicles and propane autogas vehicles leased under this contract will mirror OEM maintenance and warranty provisions and that downtime is minimized.

Enterprise follows the manufacturer-specific maintenance schedule in order to maintain vehicle warranty. Our maintenance program can be customized depending on the situation and vehicle usage, including natural gas vehicles and propane vehicles when available.

Signature: __________________________ Date: 6-5-2018
Steel wheels with silver center caps - no wheel covers

At End of Term, the Service Charge per vehicle is $400. Per the SourceWell Agreement, pricing reflects the national contract agreement with SourceWell (formerly Npa). Pricing reflects 50% of the aftermarket cost as a down payment. If a down payment is chosen, the payment will be the cost in column 3. If the pre-paid lease option is chosen, the payment will be the cost in column 2. The quote for leasing was verbally provided by Adayan County and still needs to be confirmed.

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Proposed 4 Year Pre-Paid Lease Spread

2019 Dodge Charger AWD $27,970.00 $3,059.00 $2,360.00 $1,785.00 $875.00 $3,55.
Steel Wheels with Silver Center Caps - no wheel covers

** AT END OF TERM, THE SERVICE CHARGE PER VEHICLE IS $400. PER THE SOURCERY AGREEMENT **

** PRICING REFLECTS THE NATIONAL CONTRACT AGREEMENT WITH SOURCERY (FORMERLY NPA) **

** WE REQUIRE 50% OF THE AFTERMARKET COST AS A DOWN PAYMENT IN THIS CASE $447.747 AND IT IS INCLUDED IN THE "TOTAL BUDGET **

** IF PRE-PAID LEASE OPTION IS CHosen, MONTHLY RENTAL WOULD BE THE COST IN COLUMN 1 "MONTHLY PAYMENT **

** AFTEMARKET PRICING REFLECTS MARCH 2019 QUOTES FROM SOURCERY OFF MAJOR POLICE SUPPLY, AND WELLS FOR INSTALL **

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Proposed 4 Year Pre-Paid Lease Spread

2019 DODGE CHARGER AWD $ 72,497.00 $ 33,599.04 $ 2,250.00 $ 1,785.00 $ 875.00

[Table containing additional financial information]
April 4, 2019

Honorable Andrew Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

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

Legislative approval is required in order to allow Albany County to enter into a Grant Application with the State of New York, Division of Homeland Security and Emergency Services, as a recipient of a 2018 Hazmat Grant.

The grant award for the Capital Region Hazardous Materials Committee is expected to be $150,000.00 and covers the grant period 9/1/2018-8/31/2021. We usually receive this grant every year but there is no guarantee the program will continue in the future. Albany County is the fiduciary for the committee and has been for several years. These grant funds will be utilized to cover training, equipment acquisition and equipment calibration and maintenance for the Hazmat Teams in Albany, Rensselaer, Saratoga and Schenectady Counties. The committee meets monthly to administer the four-county hazmat program.

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

Sincerely,

Craig D. Apple Sr.
Sheriff

Cc: Hon. Daniel P. McCoy, County Executive
Hon. Paul Miller, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgine, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: APRIL 3, 2019

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:
ADOPITION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) X
GRANT APPLICATION TO THE NYS DIVISION OF HOMELAND SECURITY FOR 2018 HAZMAT GRANT PROGRAM. SEEKING LEGISLATIVE APPROVAL FOR GRANT APPLICATION.

CONCERNING BUDGET AMENDMENTS
STATE, THE FOLLOWING
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:

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

SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

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

NYS DIVISION OF HOMELAND SECURITY, ATT: SHELLY WAHLICH
1220 WASHINGTON AVE., BLDG 7A
ALBANY, NY 12242

AMOUNT/RATE SCHEDULE/FEES:

$ 150,000.00

TERM 9/1/2018 THRU 8/31/2021

SCOPE OF SERVICES FUNDS TO COVER TRAINING, EQUIPMENT ACQUISITION, AND EQUIPMENT CALIBRATION FOR THE HAZMAT TEAMS.

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 _______ NO X

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: 

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL ________________________________

STATE 100% ________________________________

COUNTY ________________________________

TERM/LENGTH OF FUNDING ________________________________

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 17-492

DATE OF ADOPTION: 12/4/2017

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

FUNDS WILL BE USED FOR SUSTAINMENT OF HAZMAT IDENTIFICATION EQUIPMENT AND TRAINING FOR LOCAL RESPONDERS FOR HAZARDOUS MATERIAL HANDLING.

A TOTAL GRANT APPLICATION OF $150,000.00 WITH NO MATCH FUNDING.

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.) SEE ATTACHMENTS

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
April 3, 2019

Honorable Andrew Joyce  
Legislative Clerk’s Office  
112 State Street, Room 710  
Albany, New York 12207

Dear Mr. Joyce:

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

Legislative approval is required in order to allow Albany County to apply for grant funding from the State of New York, Division of Homeland Security and Emergency Services, 2018 Explosive Detection Canine Team Grant program.

The grant application for the Albany County Sheriff’s Office is a maximum of $50,000.00, with no match. These grant funds, if awarded, will be utilized for the purchase of an Explosive Detection Canine ready vehicle equipped with an environmental monitoring system.

The performance period for this grant is from the date of contract execution to 08/31/21.

There are no matching funds required.

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

Sincerely,

Craig D. Apple Sr.  
Sheriff

cc: Hon. Daniel P. McCoy, County Executive  
Hon. Paul Miller, Public Safety Chairman  
Hon. Dr. Charles Dawson, Audit & Finance Committee  
Kevin Cannizzaro, Esq., Majority Counsel  
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: APRIL 3, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

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

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) X
APPLICATION TO NYS DIVISION OF HOMELAND SECURITY FOR FY2018 EXPLOSIVE DETECTION CANINE TEAM GRANT PROGRAM

CONCERNING BUDGET AMENDMENTS
STATE, THE FOLLOWING
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:

TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT: NEW X
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):
NYS DIVISION OF HOMELAND SECURITY, ATT: SHELLEY WAHLRICH
1220 WASHINGTON AVE., STATE CAMPUS BUILDING 7A
ALBANY, NY 12242

AMOUNT/RATE SCHEDULE/ FEE:
UP TO $50,000.00 (NO MATCH)
TERM: 9/1/2019 THRU 8/31/2021

SCOPE OF SERVICES: THESE FUNDS WILL BE USED FOR THE PURCHASE OF AN EXPLOSIVE DETECTION CANINE READY VEHICLE EQUIPPED WITH AN ENVIRONMENTAL MONITORING SYSTEM

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET:  YES  NO  X
FUNDING SOURCE:  NYS DIVISION OF HOMELAND SECURITY

COUNTY BUDGET ACCOUNTS:
REVENUE:
A33310.03306

APPROPRIATION:
A93110.22400 (VEHICLE)
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  100%
COUNTY
TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER:  18-304
DATE OF ADOPTION:  7/9/2018

JUSTIFICATION:  (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
FUNDS WILL BE USED TO SUSTAIN AND ENHANCE CAPABILITIES FOR A PREVIOUSLY DEVELOPED EXPLOSIVE DETECTION CANINE TEAM.

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
Dear Homeland Security Stakeholder,

The NYS Division of Homeland Security and Emergency Services (DHSES) is pleased to announce the release of the “Grant Guidance and Application Materials” for the **FY2018 Explosive Detection Canine Team Grant Program**. Explosive Detection Canine Teams provide a visible, proactive police presence in areas of mass gathering, transportation centers and critical infrastructure sites. In addition to this deterrence presence they provide a mobile response capability for detection and identification of potential explosive device type incidents. DHSES recognizes the integral role explosive detection canine teams play in counter-IED operations and as such, has devoted funding through this program to support this community.

Only local, county and tribal law enforcement agencies with an active road patrol component to their law enforcement operations and who currently and/or previously managed a DCJS or NYSP certified explosive detection canine team within the last five (5) years, are eligible to apply for funds under this grant program. Funding will be allocated competitively. The Request for Applications (RFA) and associated materials are available at the following link: [http://www.dhses.ny.gov/grants/targeted.cfm](http://www.dhses.ny.gov/grants/targeted.cfm)

Applications are due to DHSES by **May 29, 2019 by 5:00pm**. Late applications will not be accepted and no extensions will be granted.

If you have any questions regarding this targeted grant opportunity, please email grant.info@dhses.ny.gov. Please check the DHSES website [http://www.dhses.ny.gov/grants/targeted.cfm](http://www.dhses.ny.gov/grants/targeted.cfm) frequently for updates.

Thank you in advance for your interest in this targeted grant initiative.

Sincerely,

Shelley Wahrlich  
Director of Grants Program Administration

NYS Division of Homeland Security & Emergency Services  
1220 Washington Avenue, State Campus Building 7a  
Albany, New York 12242  
(518) 402-2123 (secretary Christine Houck) | shelley.wahrlich@dhses.ny.gov  
www.dhses.ny.gov
March 28, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the members of the Public Safety Committee of the Albany County Legislature.

Legislative approval is requested authorizing a budget amendment moving $26,404.50 deposited into our general funds to our vehicle budget line. The funds are the insurance proceeds from a Sheriff’s Office vehicle that was totaled in a property damage auto accident. Once the funds are moved to the vehicle line, they will be used to purchase patrol vehicle to replace the totaled vehicle.

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

Sincerely,

Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel P. McCoy, County Executive
    Hon. Paul Miller, Public Safety Chairman
    Hon. Dr. Charles Dawson, Audit & Finance Committee
    Kevin Cannizzaro, Esq., Majority Counsel
    Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: MARCH 28, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 487-5440

PURPOSE OF REQUEST:

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

THE SHERIFF'S OFFICE IS REQUESTING A BUDGET AMENDMENT FOR 2019 IN ORDER TO MOVE FUNDS FROM THE UNCLASSIFIED REVENUE LINE INTO OUR AUTOMOBILE LINE. THESE FUNDS ARE INSURANCE PROCEEDS.

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING:

INCREASE ACCOUNT/LINE NO. A93110.2.2400
SOURCE OF FUNDS: INSURANCE PROCEEDS
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):

AMOUNT/RATE SCHEDULE/FEES:

TERM:
SCOPE OF SERVICES:

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _______ NO ______
FUNDING SOURCE: ____________________________
COUNTY BUDGET ACCOUNTS: _________________________
REVENUE: ____________________________
APPROPRIATION: _________________________
BOND (RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _______ NO _______ X _______(X = REQUIRED)
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: 18-053
DATE OF ADOPTION: 2/12/2018

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

TO TRANSFER INSURANCE RECOVERY FUNDS- DEPOSITED 3/26/2019, $264,044.50
FROM UNCLASSIFIED REVENUE LINE INTO OUR AUTOMOBILE LINE (A93110.2.2400)

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
<table>
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<tr>
<th>Resolution No.</th>
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<th>Resolution Description</th>
<th>Account No.</th>
<th>Appropriations</th>
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<td>AUTOMOBILES</td>
<td>10000</td>
<td>2400</td>
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<td>2400</td>
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**2019 Budget Amendment**
TO: FINANCE DEPT, ATTN: JENNIFER DAVIS, CASH RECEIPTS, 112 STATE ST, ROOM 800  
(PHONE: 447-7070  FAX: 447-5516)

FROM (DEPT.): SHERIFF'S  
ADDRESS: COURT HOUSE  

TOTAL AMOUNT OF CHECKS: $ 26,404.50  
TOTAL NUMBER OF CHECKS: 1  
TOTAL CASH: $ -  
TOTAL DEPOSIT: $ 26,404.50

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<td>ACCIDENT PROCEEDS</td>
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<table>
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<tr>
<th>FROM:</th>
</tr>
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<tbody>
<tr>
<td>COUNTY OF ALBANY</td>
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<table>
<thead>
<tr>
<th>AMOUNT</th>
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<tr>
<td>$ 26,404.50</td>
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VERIFIED BY: JOHN COX 487-5887  
TITLE: BUDGET ANALYST  
3/26/2019

CONTACT: (IF PROBLEM WITH THE DEPOSIT)  
J COX -  
TELE: 487-5887

FINANCE DEPARTMENT ACKNOWLEDGMENT

RECEIVED BY: S. F  
(INITIAL)  
MAR 26 2019  
Albany Co. Dept. of Management & Budget  
Division of Finance
April 1, 2019

Honorable Andrew L. Joyce  
Legislative Clerk’s Office  
112 State Street, Room 710  
Albany, New York 12207  

Re: Request for Legislative Action  
Amend Inmate Phone/Communication System

Dear Mr. Joyce:

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

Briefly, this request is to amend Resolution #563 of 2018 adopted December 3, 2018 to include the appropriation line (A93150.22750 Security Equipment) for the one-time technology grant under agreement with Securus Technologies, Inc. in the amount of ($115,000) One hundred and Fifteen Thousand Dollars.

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. Paul Miller, Public Safety Chairman  
Hon. Dr. Charles Dawson, Audit & Finance Committee  
Kevin Cannizzaro, Esq., Majority Counsel  
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: April 1, 2019
DEPARTMENT: Albany County Sheriff's Office / Correctional Facility
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 X
 Approval/Adoption of Plan/Procedure
 Bond Approval
 Budget Amendment (See below)
 Contract Authorization (See below)
 Environmental Impact
 Home Rule Request
 Property Conveyance
 Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
 Increase Account/Line No: See Attached
 Source of Funds:
 Title Change:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
 Change Order/Contract Amendment
 Purchase (Equipment / Supplies)
 Lease (Equipment / Supplies)
 Requirements
 Professional Services X
 Educational / Training
 Grant:
 New
 Renewal
 Submission Deadline Date

Settlement of a Claim
 Release of Liability
 Other: (State briefly)
CONCERNING CONTRACT AUTHORIZATION (Cont’d)

STATE THE FOLLOWING:

Contract Terms/Conditions:
Party (Name/Address):
Securus Technologies, Inc.
4000 International Parkway
Carrollton, TX 75007

Amount/Rate Schedule/Fee:
$115,000 One-Time Technology Grant

Term: 11/01/18-10/31/21
Scope of Services: Accept One-Time Technology Grant at the Albany County Correctional Facility.

Contract Funding:
Anticipated in Current Budget: Yes X No _____
Funding Source: 
County Budget Accounts: 
Revenue: See Attached
Appropriation: 
Bond (Res. No. & Date of Adoption) 

CONCERNING ALL REQUESTS:
Mandated Program / Service: Yes X No _____
If Mandated Cite: Authority
Anticipated in Current Adopted Budget: Yes X No _____
If yes, indicate Revenue/Appropriation Accounts: 

Fiscal Impact - Funding: (Dollars or Percentages)
Federal
State
County 100%
Term/Length of Funding

Previous Requests For Identical or Similar Action:
Resolution/Law Number: #563
Date of Adoption: 12/03/18
Justification: (State briefly why legislative action is requested)
To amend resolution to include appropriation line for one-time technology grant at the Correctional Facility.

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
<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
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<th>UNIT COST</th>
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**TOTAL APPROPRIATIONS**

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<th>INCREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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<tbody>
<tr>
<td>115,000.00</td>
<td>0.00</td>
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**TOTAL ESTIMATED REVENUES**

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<tbody>
<tr>
<td>115,000.00</td>
<td>0.00</td>
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</table>
RESOLUTION NO. 563

RESCINDING RESOLUTION 475 FOR 2018 AND AUTHORIZING AN AGREEMENT WITH SECURUS TECHNOLOGIES INC. REGARDING TELEPHONE SERVICES AT THE CORRECTIONAL FACILITY

Introduced: 12/3/18
By Public Safety Committee:

WHEREAS, On October 9, 2018, this Honorable Body unanimously adopted Resolution 475 for 2018 authorizing a license agreement with Securus Technologies, Inc. regarding telephone services for inmates at the Albany County correctional Facility, and

WHEREAS, Given the unique nature of the license agreement, it was determined that the relevant phone service provider could be chosen without having to comply with the traditional RFP process that is applicable to the purchase of goods or services by Albany County under New York State Law and/or the Albany County procurement policy, and

WHEREAS, The Albany County Executive was forwarded a certified copy of Resolution 475 for 2018 in compliance with Article 3 of the Albany County Charter, and after the statutory period of ten days the resolution was enacted, and

WHEREAS, Thereafter, the County Executive’s Office and the Albany County Attorney’s Office requested that the Albany County Sheriff submit a RFP and consider the corresponding bids from several service providers in compliance with the county procurement process, and

WHEREAS, The Sheriff has subsequently has gone through the RFP process and has solicited bids from three (3) phone service providers, and has scored those bids accordingly, and

WHEREAS, The Albany County Sheriff hereby requests that the Albany County Legislature rescind Resolution 475 for 2018 and requests authorization to enter into a three-year agreement with Securus Technologies, Inc. regarding telephone services, internet services, and video conferencing services for inmates at the Albany County Correctional Facility, and

WHEREAS, Securus Technologies, Inc. was selected as lowest responsive bidder from the several proposals which were submitted through the RFP process and after analysis and scoring by the Sheriff’s Department, and

WHEREAS, Securus Technologies, Inc. has agreed to pay the County $1,200,000 at the beginning of the first year of the contract for both local and long
distance inmate calls, video-conferencing services, internet services, and provide all equipment including voice recognition software, and service, at no cost to the County, and

WHEREAS, Securus Technologies, Inc. has agreed to pay the County $600,000 in both the second and third years of the contract for both local and long distance inmate calls, video-conferencing services, internet services, and

WHEREAS, Securus Technologies, Inc. has agreed to pay the County $115,000 as a one-time technology grant, 20% commissions on video visitation, 10% commissions on paid entertainment services, and 20% commissions on E-messaging services through SecureView tablets, and

WHEREAS, Securus Technologies, Inc. has agreed to accept a predetermined rate based on inmate usage of the above referenced services as payment for the three-year term of the contract, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution 475 for 2018 is hereby rescinded, and, be it further,

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three-year agreement with Securus Technologies, Inc. regarding telephone services for inmates at the Albany County Correctional Facility in accordance with the aforementioned terms for the term commencing November 1, 2018 and ending October 31, 2021, and, be it further

RESOLVED, That the Albany 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 – 12/3/18