

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE MEETING
DISTRICT ATTORNEY AGENDA
November 20, 2023

COMMITTEE MEMBERS: Supervisors GERACI, Magawon, Smith, Conover, McDevitt, Driscoll, and Leggett.

- Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board.

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the Floor and public comment
- IV. Action Agenda/New Business Items:
 1. Request: Seek Permission to enter into an MOU with New York State Division of Criminal Justice (DCJS).
Rationale: To access additional resources for investigation and prosecution of crimes.
 2. Request: Modify Resolution 145 of 2019
Rationale: To adjust the maximum annual cap on special prosecutor.
- V. Discussion Items:
- VI. Referrals/Pending Items: None.
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

-
- Attachments:
1. Resolution Request Form No. 20
 2. Agreement Number Thirty-One to the Capital Region Crime Analysis Center MOU
 3. Resolution Request Form No. 20
 4. Resolution No. 145 of 2019

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: District Attorney

DATE: November 20, 2023

- (a) Purpose of Request: **Request to enter into a Memorandum of Understanding with New York State Division of Criminal Justice Services (DCJS).**
- (b) Details: **Agreement Number Thirty-One Capital Region Crime Analysis Center. The Capital Region Crime Analysis Center is seeking to expand services into Warren County to produce a comprehensive picture of crime incidents through in-depth crime analysis, pattern identification, incident mapping and emerging crime trend recognition.**
- (c) Previous Resolution Number: **N/A**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **N/A**

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

AGREEMENT NUMBER THIRTY-EIGHT

to the
CAPITAL REGION CRIME ANALYSIS CENTER
MEMORANDUM OF UNDERSTANDING

This Agreement, entitled "Agreement Number Thirty-Eight" to the Capital Region Crime Analysis Center (CRCAC) Memorandum of Understanding (MOU), is being executed by the **New York State Division of Criminal Justice Services (DCJS)**, an Executive agency of the State of New York, with offices at the Alfred E. Smith Office Building, 80 South Swan Street, Albany, New York 12210, on behalf of all signatory law enforcement agencies to the original Capital Region Crime Analysis Center MOU, with the **Warren County District Attorney's Office**, located at 1340 State Route 9, Lake George, New York 12845. The foregoing are together and collectively all of the parties to this Agreement and are hereinafter referred to as the "Parties."

WHEREAS, DCJS has sponsored Crime Analysis Centers (CACs) with participants throughout the state of New York, that include law enforcement agencies in counties, cities, and towns as well as certain other agencies in local jurisdictions; and

WHEREAS, on March 10, 2009, a Memorandum of Understanding for the development and operation of a regional crime analysis center was executed and referred to as the Albany Crime Analysis Center (ACAC); and

WHEREAS, in October 2017, Amendment Number 3 changed the name from the Albany Crime Analysis Center (ACAC) to the Capital Region Crime Analysis Center (CRCAC); and

WHEREAS, the CRCAC has contributed to research, analysis, and development of a comprehensive picture of crime incidents through performing in-depth crime analysis, pattern identification, incident mapping and emerging crime trend recognition; and

WHEREAS, the CRCAC has proven to be an invaluable resource by providing and disseminating important crime analysis information to every participating law enforcement entity; and

WHEREAS, in accordance with Amendment 4 to the CRCAC MOU, the Board of Directors has authorized the Commissioner of DCJS to enter into agreements with other law enforcement agencies interested in participating in the CRCAC; and

WHEREAS, the Warren County District Attorney's Office has expressed interest in participating in the CRCAC and becoming a party to the CRCAC MOU.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to as follows:

1. The original CRCAC MOU and Amendments 3 and 4 are attached hereto as Appendix A and Appendix B, respectively, of this Agreement Number Thirty-Eight and incorporated herein. DCJS and the Warren County District Attorney's Office agree to all the current terms and conditions contained in the original Capital Region CAC MOU and Amendment 4 with respect provisions governing Board of Directors, Location and Funding, Staffing, Information Sharing, Analyses and Reports.
2. This Agreement Number Thirty-Eight shall take effect upon full execution by both Parties.
3. By signing this Agreement Number Thirty-Eight, you affirm that you have authority to act on behalf of the signatory agency.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement Number Thirty-Eight to be executed as of the date(s) indicated below:

**NEW YORK STATE DIVISION
OF CRIMINAL JUSTICE SERVICES**

**WARREN COUNTY DISTRICT
ATTORNEY'S OFFICE**

Signature: _____

By: Mark A. Heller
Title: Deputy Commissioner,
Office of Crime Analysis &
Strategic Partnerships

Date: _____

Signature: _____

By: Jason M. Carusone
Title: District Attorney

Date: _____

APPENDIX A

MEMORANDUM OF UNDERSTANDING
between the
DIVISION OF CRIMINAL JUSTICE SERVICES
and

the CITY OF ALBANY POLICE DEPARTMENT, the CITY OF ALBANY, the ALBANY COUNTY DISTRICT ATTORNEY, the ALBANY COUNTY PROBATION DEPARTMENT, the ALBANY COUNTY SHERIFF, ALBANY COUNTY and the NEW YORK STATE DIVISION OF STATE POLICE

This is a Memorandum of Understanding (hereinafter "MOU") by and between the **New York State Division of Criminal Justice Services** (hereinafter "DCJS") with offices at 4 Tower Place, Albany, New York and the **City of Albany Police Department, the City of Albany, the Albany County District Attorney, the Albany County Probation Department, the Albany County Sheriff, Albany County and the State of New York Division of State Police** (collectively hereinafter "law enforcement agencies" or "parties") for the development and operation of a Regional Crime Analysis Center in the County of Albany, hereafter to be known as the "Albany Crime Analysis Center".

WHEREAS, DCJS is seeking to partner with regional law enforcement agencies and the Division of State Police to produce a comprehensive picture of crime incidents through in-depth crime analysis, pattern identification, incident mapping and emerging crime trend recognition; and

WHEREAS, the City of Albany Police Department, the City of Albany, the Albany County District Attorney, the Albany County Probation Department, the Albany County Sheriff, Albany County and the Commanding Officer of Troop G of the New York State Police have met with the DCJS to discuss the implementation of the Albany Crime Analysis Center; and

WHEREAS, the mission of the Albany Crime Analysis Center will be to analyze crime data provided to it by the parties and make reports for the purpose of conducting crime analyses including tactical, strategic and administrative analyses, distribution of which reports will be determined by the Board of Directors ("the Board") of the Albany Crime Analysis Center the members of which are established herein;

WHEREAS, the parties agree that information sharing is a priority of the Albany Crime Analysis Center and appropriate reports as deemed by the Board should be shared with all Albany County agencies and these reports should also be shared with the New York State Intelligence Center (NYSIC) to allow for broad analysis of relevant information against reports received from other law enforcement agencies statewide, and that distribution of NYSIC analytical reports back to the Albany Crime Analysis Center should be provided to assist in crime reduction;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do agree as follows:

A. Board of Directors:

1. The Board of Directors of the Albany Crime Analysis Center shall consist of the Commissioner of the Division of Criminal Justice Services, the Chief of the City of Albany Police Department, the Albany County District Attorney, the Albany County Sheriff and the Commanding Officer, Troop G of the New York State Police. Board Members may identify a designee to act for them and vote on their behalf.

2. The Board shall meet at least once per quarter and at any other time if at least three of the members shall request.

3. A Member of the Board may bring a matter before the Board for deliberation and determination. Decisions of the Board shall be approved by majority vote of at least three of the five members of the Board.

4. The Board shall identify the functions to be performed by the Albany Crime Analysis Center.

5. The Board shall determine whether criminal justice agencies who are not a party to this agreement shall be authorized to participate in the activities of the Albany Crime Analysis Center.

B. Location:

1. The Albany Crime Analysis Center shall be located at the Albany Police Department South Station, 126 Arch Street, Albany, New York 12202 or a future location to be determined by the Board of Directors.

2. DCJS will provide the necessary office furnishings and technology, including data systems, software and hardware, for the effective operation of the Albany Crime Analysis Center. All furnishings and technology provided by DCJS shall remain the property of DCJS. All data remains the property of the originating agency as does the responsibility associated with use and dissemination, and sealing and purging of such data. Dissemination of information to the press and media shall be by participating agencies and not by the Center.

3. The City of Albany, or, in the event that the Albany Crime Analysis Center is relocated in the future, whichever governmental entity possesses the new site, shall provide the necessary space for the Albany Crime Analysis Center including any rent, utilities, and cleaning services. DCJS shall not pay any part of the maintenance or upkeep of the Albany Crime Analysis Center.

4. DCJS hereby commits to provide funding to the City of Albany according to the terms hereof which funding shall be used by the City of Albany for the purpose of making improvements to the Albany Police South Station Building located at 126 Arch Street, Albany, New York 12202.

5. The amount of funding provided by DCJS to the City of Albany shall not exceed forty five thousand dollars and no cents (\$45,000.00) as a one time payment to be made within 90 days of final execution of this Memorandum of Understanding by all of the parties.

6. DCJS shall additionally make available to the City of Albany upon its written request an amount not to exceed ten percent of the fixed amount in paragraph 5 above in the event that anticipated costs exceed the expectations of the City of Albany.

7. The City of Albany represents and agrees that all funds received from DCJS pursuant to this Memorandum of Understanding shall be used for the purpose of making improvements and repairs to the Albany Police South Station Building at 126 Arch Street, Albany, NY 12202 in connection with establishing the Albany Crime Analysis Center at the South Station location, and that in the event that funds received from DCJS exceed the cost of the improvements and repairs, that the City of Albany will return the unspent balance to DCJS.

8. The parties agree that no party shall be liable to any other party for any incidental, consequential, nominal, compensatory, punitive, or any damages of any kind arising out of or in the course of performance in connection with this agreement. Contracting and labor to repair the Public Safety Building is procured, contracted, scheduled and managed by the City and DCJS shall not be responsible for any claims by employees or contractors of the City of Albany.

9. DCJS shall make funds available under this agreement for a period not to exceed one year from the date on which all parties have executed the agreement.

10. The City of Albany agrees to provide DCJS with copies of contracts and disbursements in connection with this Memorandum of Understanding to show that funds were spent as intended in the event that DCJS so requests.

11. This Memorandum of Understanding does not grant DCJS any claim to any right, title or interest in the Albany Police South Station Building located at 126 Arch Street, Albany, New York 12202.

C. Staffing:

1. The Parties agree, subject to potential future funding limitations, to provide appropriate staff necessary to effectively operate the Albany Crime Analysis Center for a minimum period of three years from the date this Memorandum of Understanding has been executed by all of the parties. Staffing will include Sworn and Non Sworn Law Enforcement and Civilian personnel as follows:

a. The City of Albany Police Department agrees to provide six staff consisting of

<u>Designation</u>	<u>Quantity</u>
Sworn Law Enforcement Supervisor	one
Sworn Crime Analysts	two
Crime Analysts	three

b. The Albany County District Attorney agrees to provide one half time Crime Analyst and one half time Criminal Investigator.

c. The Albany County Probation Department agrees to provide one half time Crime Analyst.

d. The Albany County Sheriff agrees to provide one part time Field Intelligence Officer.

e. The New York State Police agrees to provide one full time Crime Analyst

f. DCJS agrees to provide three full time Crime Analysts.

All personnel provided by the parties remain employees of the agency which is providing them and their salary and benefits will continue to be paid by the providing agency.

2. DCJS agrees to provide the Albany Crime Analysis Center with a Project Director who shall be an employee of DCJS. The Director shall serve at the sole discretion of DCJS and be subject to the terms and conditions of employment determined by DCJS. DCJS has sole authority to discipline and/or terminate the Director in accordance with DCJS policies and New York State law. The duties, responsibilities and authority of the Director are to be determined by the Board of Directors. While the Board establishes the overarching policy, mission, direction and objectives for the Albany Crime Analysis Center, the parties agree that it is the Director who is responsible for carrying out the day to day operations of the Center so that the policy, mission, direction and objectives established by the Board are achieved.

3. The parties agree that personnel assigned to the Center will have their work location established as the Center and that they are to report to the Center on a full time basis with the exception of the personnel commitments noted in paragraph one above.

4. The Parties acknowledge that certain personnel assigned to the Albany Crime Analysis Center may be sworn Field Intelligence Officers. Any party contributing sworn staff retains the right to deploy its staff away from their assignment at the Center to another temporary assignment, although such deployment is not normally expected in the normal course of operation. The parties agree to cooperate with each other and with the Albany Crime Analysis Center Director, the Board and uniformed operational leadership to minimize the impact of such deployments so that the Albany Crime Analysis Center operation is not adversely impacted by such deployment.

5. DCJS, the Board and participating law enforcement agencies agree that the purpose of the Albany Crime Analysis Center is to prepare and produce crime analysis on a daily basis. In no event shall non sworn personnel including but not limited to the Albany County Crime Analysis Center Director, non sworn personnel assigned to the Albany Crime Analysis Center, DCJS or any employee of DCJS participate in tactical or operational decision making in connection with any law enforcement agency activity. In the event that Sworn Law enforcement personnel assigned to the Center are redeployed from their assignment at the Center, the parties agree that in no event shall the Albany Crime Analysis Center Director, non sworn personnel assigned to the Albany Crime Analysis Center, DCJS or any employee of DCJS be liable in connection with any tactical or operational decision making activities of sworn personnel when they are redeployed.

6. DCJS agrees to provide technical support to the Albany Crime Analysis Center by providing the services of a Technical Director who shall ensure the technological efficiency and maintenance of the Albany Crime Analysis Center. The Technical Director will support all the regional crime analysis centers and will not be assigned exclusively to the Albany Crime Analysis Center. The Technical Director shall report directly to the DCJS Chief Information Officer and shall not be under the direction of the Board. The Technical Director shall serve at the sole discretion of DCJS and shall be subject to the terms and conditions of employment determined by DCJS. The DCJS has sole authority to discipline and/or terminate the Technical Director in accordance with DCJS policies and New York State law.

7. Notwithstanding the authority given to the Director by the Board, each law enforcement agency has the sole authority to discipline personnel it assigns to the Albany Crime Analysis Center and to require personnel it assigns to adhere to its policy and procedures if those policies and procedures are in conflict with the Albany Crime Analysis Center's policies and procedures.

D. Analyses and Reports:

1. DCJS and the Law Enforcement Agencies agree to conduct crime analyses

including tactical, strategic and administrative analyses and to compile such reports as are required by the Board.

2. The Albany Crime Analysis Center Board of Directors will determine the production and manner of distribution for sharing completed reports with all Albany County law enforcement agencies and the New York State Intelligence Center. The Division of State Police Crime Analyst assigned to the Albany Crime Analysis Center will perform this reporting function in addition to their regular duties within the Albany Crime Analysis Center.

E. Expiration of MOU:

Except of the provisions respecting liability which shall survive the termination or expiration of this Memorandum of Understanding, if not sooner renewed by the parties, this Memorandum of Understanding shall expire three years from the date on which it has been executed by all of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the date indicated below.

**NEW YORK STATE DIVISION
OF CRIMINAL JUSTICE SERVICES**

By: _____

Title: _____

Date: _____

**CITY OF ALBANY POLICE
DEPARTMENT**

By: _____

Title: _____

Date: _____

**ALBANY COUNTY DISTRICT
ATTORNEY**

By: [Signature]

Title: District Attorney

Date: 3/10/09

**ALBANY COUNTY DIRECTOR
OF PROBATION**

By: [Signature]

Title: Probation Director III

Date: 3/10/2009

**NEW YORK STATE
DIVISION OF STATE POLICE**

By: _____

Title: _____

Date: _____

ALBANY COUNTY SHERIFF

By: James L. Campbell

Title: SHERIFF

Date: 3/5/09

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the date indicated below.

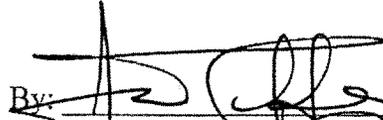
**NEW YORK STATE DIVISION
OF CRIMINAL JUSTICE SERVICES**

By: _____

Title: _____

Date: _____

**CITY OF ALBANY POLICE
DEPARTMENT**

By:  _____

Title: *Chief of Police* _____

Date: *12/24/05* _____

**ALBANY COUNTY DISTRICT
ATTORNEY**

By: _____

Title: _____

Date: _____

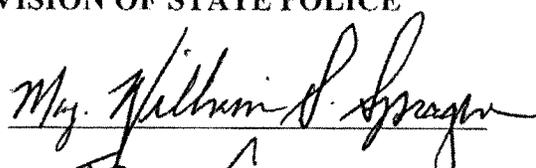
**ALBANY COUNTY DIRECTOR
OF PROBATION**

By: _____

Title: _____

Date: _____

**NEW YORK STATE
DIVISION OF STATE POLICE**

By:  _____

Title: *TROOP COMMANDER* _____

Date: *11-06-08* _____

ALBANY COUNTY SHERIFF

By: _____

Title: _____

Date: _____

ALBANY COUNTY:

By: Michael Perrin
Title: Deputy County Exec.
Date: 3/12/09

APPROVED AS TO FORM:

By: [Signature]
Title: County Attorney
Date: 3/12/09

CITY OF ALBANY:

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Title: _____
Date: _____

APPENDIX B

AMENDMENT NUMBER THREE/CAPITAL REGION
CRIME ANALYSIS CENTER
MEMORANDUM OF UNDERSTANDING

This Amendment entitled "Amendment Number Three/Capital Region Crime Analysis Center Memorandum of Understanding" or "Amendment Number Three/Capital Region CAC MOU" is entered into by and between the New York State Division of Criminal Justice Services (hereinafter "DCJS") with offices at Alfred E. Smith Office Building, 80 South Swan Street, Albany, New York and the City of Albany Police Department, the Albany County District Attorney, and the Albany County Sheriff's Office, the Albany County Department of Probation, and the New York State Division of State Police (collectively hereinafter "law enforcement agencies" or "Parties").

WHEREAS, on March 10, 2009, all Parties entered into the Albany Crime Analysis Center Memorandum of Understanding (Albany CAC MOU) for the development and operation of the Regional Crime Analysis Center in the County of Albany; and

WHEREAS, most recently Amendment Number Two was fully executed on October 27, 2015 by all Parties; and

WHEREAS, in light of the Albany Crime Analysis Center supporting law enforcement partners in Albany, Rensselaer, Saratoga and Schenectady Counties and those agencies actively participating in activities at the Albany CAC, all Parties to the Albany CAC MOU are interested in changing the name of said Regional Crime Analysis Center.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do agree as follows:

1. Changing the name of the Albany Crime Analysis Center to hereafter be known as the "Capital Region Crime Analysis Center" or "Capital Region CAC."
2. Changing the name of the Albany CAC MOU to hereafter be known as the "Capital Region Crime Analysis Center MOU" or "Capital Region CAC MOU."
3. All other remaining provisions of the Albany CAC MOU and its Amendment Number Two, not otherwise inconsistent with this Amendment, shall remain the same.

4. This Amendment Number Three/Capital Region CAC MOU shall take effect upon full execution of all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Number Three / Capital Region CAC MOU to be executed as of the date(s) indicated below:

NEW YORK STATE DIVISION
CRIMINAL JUSTICE SERVICES
By: [Signature]
Title: DEPUTY COMMISSIONER
Date: 10/18/17

CITY OF ALBANY POLICE
DEPARTMENT
By: [Signature] 1991
Title: Acting Chief of Police
Date: 9-13-17

ALBANY COUNTY DISTRICT ATTORNEY
By: [Signature]
Title: District Attorney
Date: 9/14/17

ALBANY COUNTY SHERIFF
By: [Signature]
Title: SHERIFF
Date: 9-19-2017

ALBANY COUNTY PROBATION DEPARTMENT
By: [Signature]
Title: Probation Director
Date: 9/21/2017

NEW YORK STATE DIVISION OF
STATE POLICE
By: [Signature]
Title: MASON ROBERT PARNANOS
Date: 9/13/17

ALBANY COUNTY
By: [Signature]
Title: Co. Exc.
Date: 9/20/17

CITY OF ALBANY
By: [Signature]
Title: Mayer
Date: 10/3/17

AMENDMENT NUMBER FOUR/CAPITAL REGION

CRIME ANALYSIS CENTER

MEMORANDUM OF UNDERSTANDING

This Amendment entitled "Amendment Number Four/Capital Region Crime Analysis Center Memorandum of Understanding" or Amendment Number Four/Capital Region CAC MOU" is entered into by and between the New York State Division of Criminal Justice Services (hereinafter "DCJS") with offices at Alfred E. Smith Office Building, 80 S. Swan St., Albany, New York and the City of Albany Police Department, the Albany County District Attorney, the Albany County Sheriff's Office, the Albany County Department of Probation and the New York State Division of State Police (collectively hereinafter "law enforcement agencies" or "Parties").

WHEREAS, on March 10, 2009 all Parties entered into the Albany Crime Analysis Center Memorandum of Understanding for the development and operation of the Regional Crime Analysis Center in the County of Albany; and

WHEREAS, most recently Amendment Number Three was fully executed on October 10, 2017 by all Parties changing the name of the Albany Crime Analysis Center to the Capital Region Crime Analysis Center; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to modify or amend the original Agreement as follows:

1. Section A. Board of Directors: is amended to add number 6:

The Board may vote to authorize the Commissioner of DCJS to enter into agreement(s) with other law enforcement agencies interested in participating in the Capital Region Crime Analysis Center

2. All other remaining provisions of the Albany Crime Analysis Center MOU now known as the Capital Region CAC MOU and amendments number One, Two and Three not inconsistent with Amendment Four shall remain the same.
3. This Amendment Number Four shall take effect upon full execution of all Parties.
4. The term of this Agreement shall continue in effect until modified or terminated by all Parties.
5. Any party to this Agreement may withdraw from this Agreement by providing written notice to all other Parties to the Agreement.

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: District Attorney

DATE: November 20, 2023

- (a) Purpose of Request: **Request to modify Resolution 145 of 2019, to increase the amount not to exceed from \$10,000.00 to \$20,000.00.**
- (b) Details: **Agreement with Special Prosecutor to handle the prosecution of low level conflict cases for the District Attorney's Office.**
- (c) Previous Resolution Number: **Reso 145 of 2019**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **A.1165 440 Legal/Transcript Fees**

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 145 OF 2019

RESOLUTION INTRODUCED BY SUPERVISORS LEGGETT, GERAGHTY, SIMPSON, WILD, MAGOWAN, SOKOL, HOGAN, BRAYMER, DRISCOLL, MERLINO AND VACANT

AUTHORIZING AGREEMENT WITH SPECIAL PROSECUTOR TO HANDLE THE PROSECUTION OF LOW LEVEL CONFLICT CASES FOR THE DISTRICT ATTORNEY'S OFFICE

RESOLVED, that Warren County enter into an agreement with a Special Prosecutor to handle the prosecution of low level conflict cases for the District Attorney's Office, for a term commencing April 22, 2019 and terminating upon thirty (30) days written notice by either party, in an amount not to exceed Ten Thousand Dollars (\$10,000) annually, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement with a Special Prosecutor, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.1165 440 District Attorney, Legal/Transcript Fees.