

NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL
CIVIL RIGHTS BUREAU AND
LAW ENFORCEMENT MISCONDUCT INVESTIGATIVE OFFICE

In the Matter of the

Assurance No. 25-073

Investigation by LETITIA JAMES, Attorney General of the State of New York,
of

THE CITY OF SARATOGA SPRINGS,

Respondent.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (OAG) commenced an investigation under New York Executive Law §§ 63(1) and 75(3) concerning allegations that the Saratoga Springs Police Department (“SSPD”) made unlawful arrests in retaliation for activity protected by the First Amendment. This Assurance of discontinuance (“Assurance”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and the Respondent, City of Saratoga Springs, whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries (collectively, “Parties”).

OAG’S FACTUAL FINDINGS

1. The OAG initiated this investigation following multiple public complaints about unlawful arrests of Black Lives Matter protesters by the SSPD in September 2021. The OAG hereby incorporates by reference the findings published in the Attorney General’s February 2024 Report on the Saratoga Springs Police Department’s Response to Protests in 2021.
2. The factual findings herein are based on OAG’s review of records provided by the

City of Saratoga Springs, former Saratoga Springs Commissioner of Public Safety Robin Dalton, and former Saratoga Springs Mayor Meg Kelly, interviews with individuals arrested or otherwise affected by the alleged misconduct, and oral examinations of Saratoga Springs and SSPD officials.

3. Beginning in 2020, BLM protesters held a series of social justice protests on the streets of Saratoga Springs.

4. Beginning in March 2021, Commissioner of Public Safety Robin Dalton placed direct and indirect pressure on Police Chief Shane Crooks and other officials to arrest protesters.

5. Commissioner Dalton was the highest civilian policymaker for the SSPD and had responsibility for hiring, firing, and disciplining officers, including the chief of police. She had no training or expertise on when to make an arrest or how to police demonstrations while respecting the First Amendment rights of protesters.

6. Chief Crooks was the highest uniformed policymaker for the SSPD and had responsibility for supervising and disciplining officers under his command. At a June 26, 2021 press conference, SSPD Assistant Chief John Catone threatened BLM protesters that he would “pull out every single connection my family has made over the last 130 years, and I will stop your narrative.” Commissioner Dalton sat next to Catone during the press conference but did not interrupt him.

7. Catone’s speech violated three different written SSPD policies on public communications by officers. Dalton later testified that Catone’s speech included a “racist dog whistle” and that it was so inappropriate that dismissal was the only acceptable sanction.

8. Catone never received any discipline from Dalton or any other Saratoga Springs official.

9. On July 14, 2021, BLM protesters organized a rally in downtown Saratoga Springs to protest Catone's speech. A few dozen protesters marched from Congress Park to Broadway, as BLM protesters had done many times since the summer of 2020. SSPD officers responded with horse-mounted officers and police in riot gear.

10. During the July 14 protest, protesters briefly stopped traffic on Broadway. The SSPD responded to the traffic stop by initiating the first tier of the tiered-response framework. When police asked protesters to let traffic through, they complied.

11. Dalton, Mayor Meg Kelly, and Crooks wanted the July 14 protest to end in arrests. They explicitly discussed their plans to arrest protesters throughout the protest.

12. For example, Dalton texted Crooks, "Arrest all those motherfuckers I don't care I will take the heat. Arrest Chandler [Hickenbottom] and Elz [Lexis Figuereo] [two BLM leaders] and I'll throw you a ticker tape parade." Crooks responded, "They are on my list," and Dalton replied, "They are on my list too."

13. Shortly after that text exchange, Crooks ordered the SSPD field commander to make arrests. He wrote, "If you can identify anybody who failed to comply you can arrest them. Elz and Chandler," referring to Figuereo and Hickenbottom.

14. SSPD officers rushed the crowd and arrested five protesters. Hickenbottom and Figuereo were not among them.

15. That night, after learning of the arrests, Dalton texted Crooks, "Rock on. I still have bloodlust, but great job."

16. Following the arrests, Kelly texted Crooks, "I hate these people good job tonight" and asked whether Figuereo and BLM leader Jamaica Miles had been arrested. Crooks responded, "Warrants."

17. During the July 14 protest, a “surveillance group” of SSPD officers observed the protest to identify “persons of interest” for future protests. Narcotics investigators Matthew Miller and John Guzek were among the surveillance group.

18. As the protest unfolded, Miller and Guzek began following a tall, Black protester they spotted at the outskirts of the protest. The protester carried a brown paper shopping bag and did not get involved as the protesters blocked traffic.

19. As the protest ended, Miller and Guzek called a supervisor to authorize a car stop of the protester. The supervisor approved the stop, and Guzek contacted patrolmen, who stopped the protester’s car. The officers searched the protester’s shopping bag and found two facemasks, a bottle of water, a rain jacket, and a pair of goggles, but no weapons or contraband.

20. When asked about the basis for the stop, Miller and Guzek gave contradictory answers.

21. On August 5, 2021, Kelly texted Crooks that Molly Dunn, a BLM protest leader “crossed my line,” and Crooks responded that he had a plan “in the works” to arrest Dunn early in the next week. Crooks had repeatedly told other officials that he had a plan to get warrants to arrest protesters.

22. On August 9, 2021, Crooks assigned Sergeant Timothy Sicko to identify the protesters who stopped the vehicle. Sicko testified that he took the case himself, instead of assigning it to a junior investigator, for fear that the investigation would trigger a civil rights lawsuit.

23. On August 31, Sicko submitted 12 complaints against BLM protesters for their alleged conduct on July 14. The complaints charged all 12 with disorderly conduct and six with unlawful imprisonment for stopping the vehicle.

24. The charging documents included false statements of fact. In an accompanying affidavit, the vehicle passenger who had called 911 claimed that he felt threatened by protesters carrying “pillowcases” possibly containing weapons. He also claimed that “a young African American kid” came towards him “in a fighting manner.” Police surveillance photographs and a video taken by the passenger himself do not show any protesters carrying a pillowcase or anyone, of any race, approaching the passenger in a threatening way.

25. Sicko did not inform the prosecutor or the criminal court that the affidavits included false statements.

26. SSPD arrested 12 individuals based on those charging documents.

27. Kelly instructed Crooks to “call CPS [Child Protective Services] to make sure [Figuereo’s] kids are being cared for correctly.” Crooks and Dalton both admitted that instructing the Chief of Police to call CPS on a protester was a shocking abuse of Kelly’s authority.

28. In September 2021, consistent with Kelly’s instructions, an SSPD supervisor instructed an SSPD investigator to report the mother of Figuereo’s children to Child Protective Services.

29. In testimony, police reports, and a recorded call to Child Protective Services, the investigator gave contradictory descriptions of what the woman had done to endanger her child. Video of the incident does not support any of her versions of events.

30. During the next two weeks, police arrested eight other protesters on Sicko’s complaint alleging criminal conduct during the July 14 protest.

31. On September 21, 2021, as BLM protesters were being arraigned, SSPD officers closed the courtroom to protesters.

32. When questioned by the OAG, Crooks admitted that his investigation into this incident had overlooked contradictions in the evidence.

OAG'S LEGAL CONCLUSIONS

33. OAG finds that Respondent violated First Amendment rights of Saratoga Springs BLM protesters by implementing a municipal policy to retaliate against protected speech. First Amendment retaliation caused by a municipal policy is a violation of rights that can be remedied under 42 U.S.C. § 1983. *See Lozman v. City of Riviera Beach*, 585 U.S. 87, 99 (2018).

34. OAG further finds that Respondent stopped two BLM protesters without reasonable suspicion and in retaliation for protected speech. Such misconduct violates the First and Fourth Amendments and New York law and can be remedied under 42 U.S.C. § 1983. *See, e.g. Lozman*, 585 U.S. at 99; *Vasquez v. Maloney*, 990 F.3d 232, 239–40 (2d Cir. 2021); *People v. Brannon*, 16 N.Y.3d 596, 602 (2011).

35. OAG further finds that Respondent referred the mother of the children of a BLM leader to Child Protective Services without cause based on a municipal policy of retaliation against BLM. Such misconduct violates the First Amendment and the Due Process Clause of the Fifth and Fourteenth Amendments and can be remedied under 42 U.S.C. § 1983. *See, e.g., Lozman*, 585 U.S. at 99.

36. OAG further finds that Respondent failed to adequately investigate, correct, and discipline officer misconduct related to retaliation against BLM protesters. The SSPD failed to follow its own procedures and implement its own required discipline against officer misconduct.

37. Respondent neither admits nor denies the OAG's findings in ¶¶ 1–36. Respondents and the OAG agree that neither the signing of this Assurance nor the subsequent actions taken by Respondent pursuant to its terms shall be deemed or construed as an admission

by Respondent of wrongdoing or of the OAG's findings in ¶¶ 1–36 or used against Respondent in any way except as required for an enforcement proceeding under ¶¶ 76 and 77 of this Assurance.

38. The OAG finds the relief and agreements contained in this Assurance to be appropriate and in the public interest.

THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a proceeding under its parens patriae authority for violations of the First, Fourth, Fifth, and Fourteenth Amendments to the U.S. Constitution and violations of the N.Y. Constitution, based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

General Injunction

39. Respondent shall not engage, or attempt to engage, in conduct in violation of any applicable laws with respect to First Amendment protected activity, including but not limited to the First, Fourth, or Fourteenth Amendments to the U.S. Constitution, and any applicable state law or constitutional provision, and expressly agrees and acknowledges that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence a civil action or proceeding in addition to any other appropriate investigation, action, or proceeding.

Programmatic Relief

40. For the purposes of this Assurance, “First Amendment activity” shall refer to any protest or demonstration with the primary purpose of expressing speech protected by the First Amendment to the United States Constitution and Article I, Section 8 of the New York State Constitution. For the purposes of this Assurance, “First Amendment activity” will not include

speech or participation in city council meetings or other public function where city business is being conducted.

41. For the purposes of this Assurance, “demonstration” shall mean a First Amendment activity.

42. For the purposes of this Assurance, “protest liaison” shall mean an officer specifically trained to communicate with protestors during a demonstration involving 25 or more people. The training will consist of communication skills, emotional intelligence, and de-escalation techniques. The City of Saratoga Springs hereby agrees to fund such training for one or more officers. Such training shall be reviewed and approved by OAG at its sole discretion.

43. Respondent shall adopt policies and provide training to SSPD personnel on policing protests and other First Amendment activity. Such policies and training shall reflect the following:

- a. Local governments and police departments have a constitutional obligation to protect the First Amendment rights of protesters and to refrain from retaliating against individuals for protected speech. *Lozman v. City of Riviera Beach*, 585 U.S. 87, 99 (2018).
- b. The SSPD has an obligation to protect and facilitate the First Amendment rights of protesters while also ensuring public safety. This requires SSPD officers to de-escalate conflicts with protesters and avoid adversarial confrontations when no reasonable threat exists to the safety of any person or persons.
- c. The OAG and the Respondent agree that the Saratoga Springs Police Department has an obligation to fairly and consistently enforce the laws of the State of New York as described in Article I, Section 11 of the Constitution of the State of New

York; and to respond to violations of law consistent with the faithful discharge of their duties as provided in Article XIII, Section 1 of the Constitution of the State of New York.

- d. The SSPD shall implement a policing approach that exercises its discretion in the use of force and arrests in a way that facilitates expressive activity.
- e. The SSPD shall not police First Amendment activity differently based on the message of the First Amendment activity, or the race or ethnicity of the participants.
- f. The SSPD shall allow people to speak and express themselves freely within the bounds of the First Amendment, including by using criticism, insults, profanity, name-calling, or obscene gestures directed at law enforcement.
- g. Respondent and SSPD shall not place prior restraints or conditions on First Amendment expression except those consistent with reasonable time, place and manner restrictions established by existing law.
- h. The SSPD shall respect the right under New York Civil Rights Law § 79-p to observe and record officers in the public discharge of their duties in public spaces, including sidewalks, parks, and locations of First Amendment activity.

Restrictions on Elected Officials

44. Respondent shall prohibit the elected leaders of Saratoga Springs, their staff, and their agents from unlawfully ordering, instructing, or improperly influencing uniformed SSPD staff to violate the First Amendment. Such policies shall include:

- a. Saratoga Springs elected officials, their staff, and their agents shall be prohibited from ordering, instructing, or improperly influencing SSPD officers to investigate

or arrest any person for expressive activity at a protest, city council meeting, other public function, demonstration, or any other First Amendment activity.

- b. During demonstrations, the SSPD chief of police, or his/her designee, shall have the ultimate authority to deploy police, use police force, or authorize arrests.
- c. The elected officials of Saratoga Springs and their staff shall be prohibited from ordering, instructing, or improperly influencing the SSPD police chief or any other police officer to deploy police, use police force, or make arrests during any demonstration or other First Amendment activity.
- d. Saratoga Springs elected officials, their staff, and other agents shall be prohibited from ordering, instructing, or improperly influencing SSPD officers to conduct prohibited surveillance as described in ¶ 53.
- e. Saratoga Springs elected officials, their staff, and their agents shall be prohibited from ordering, instructing, or improperly influencing SSPD officers to report any individual to Child Protective Services. Such prohibition shall not limit or interfere with duties related to NYS Social Services Law, Article 6, Title 6 § 413.

Tiered Approach to Policing Demonstrations

45. The City of Saratoga Springs is permitted to place reasonable time, place, and manner restrictions on demonstrations, including requiring the organizer of a demonstration to file a demonstration declaration, as described in Chapter 98 of the City Code, and including requiring a parade permit, as described in Chapter 151 of the City Code.

46. The City of Saratoga Springs hereby agrees to amend the City Code to remove any criminal penalty, including any penalty of incarceration, for failing to file such a

demonstration declaration or obtain such a parade permit. Reasonable civil fines for violations of Chapter 98 and Chapter 151 shall continue to be permitted.

47. The City of Saratoga Springs agrees to amend Chapters 98 and 151 of the City Code, concerning Demonstration Declarations and Parades, to allow an exception to the permitting requirements for spontaneous demonstrations, as required by the First Amendment. The exception for Spontaneous Demonstrations shall allow demonstrations of no less than 25 people who are demonstrating in response to news or events coming into public knowledge less than 48 hours prior to the demonstration. Nothing in this paragraph should be read to prohibit spontaneous demonstrations of fewer than 25 people not occurring on public roads.

48. **Demonstrations involving fewer than 25 participants:** To protect the First Amendment rights of demonstration participants, Respondent shall develop policies and procedures for all demonstrations involving fewer than 25 participants. Those policies must be consistent with the procedures described in ¶ 49, except that demonstrations involving fewer than 25 people shall not require SSPD to deploy a protest liaison or require SSPD to presumptively facilitate protesters' movement on public roads. Wherever feasible, SSPD may use its discretion to allow demonstration participants to use public roadways.

49. **Demonstrations involving 25 or more participants:** To protect the First Amendment rights of demonstration participants, Respondent shall develop policies and procedures consistent with the tiered-response framework described below to be incorporated into the SSPD's policy manual. The tiered-response framework shall be implemented for all demonstrations involving not less than 25 participants, regardless of whether the demonstration's organizer(s) filed the demonstration declaration described in ¶ 45. The SSPD may advance from one tier to another solely with the permission of the Police Chief or his/her designee. The Police

Chief or his/her designee must clearly document the factual basis for moving from one tier to the next.

Tier 1:

In Tier 1, SSPD shall deploy only a protest liaison or liaisons and those officers required to close streets and manage traffic control. These officers shall be deployed in direct proportion to the size of the protest and traffic control needs. The goal of officers deployed shall be to facilitate the movement of the event participants and the expression of First Amendment activity while also ensuring public safety. For demonstrations, a protest liaison shall continue to coordinate communications between SSPD and demonstration participants throughout the demonstration and shall be used as practicable for other First Amendment activity.

For demonstrations taking place on city streets, SSPD shall presumptively facilitate participants' First Amendment activity by allowing participants to march on public roads pursuant to a Parade Permit or as part of a Spontaneous Demonstration as described in ¶ 47. Should participants' use of a public road pursuant to a Parade Permit or as part of a Spontaneous Demonstration become unsafe, however, officers may reroute demonstration participants to sidewalks or other roadways. Such emergency action is justified only when one of the following conditions are met:

- a. The demonstration has created an actual disruption of city traffic, defined as stopping vehicles for fifteen minutes or longer;
- b. The demonstration is actually impeding emergency services, including ambulance or firefighter services; OR

- c. The demonstration interferes with other city events, including permitted parades or special events requiring the use of the public roadway occupied by the demonstration.

Tier 1 presumptively applies to all First Amendment activity unless the threshold for proceeding to another tier has been met. SSPD will work to facilitate the First Amendment rights of such individuals within its discretion consistent with this Assurance, SSPD Policy 300, Use of Force, and SSPD Policy 431, First Amendment Assemblies.

Tier 2:

SSPD should advance to Tier 2 only when events or information warrant additional resources to ensure public safety as well as the continued facilitation of the First Amendment activity. This includes, but is not limited to:

- a) A request by the organizer for police presence at the event.
- b) Credible and specific information that counter-protesters may arrive to the event.
- c) Credible and specific information that demonstrators intend to commit violence against persons or property.

SSPD may deploy officers to respond to the area of a First Amendment activity at Tier 2 for the purposes of observing actions of participants, engaging in traffic control, de-escalation, and other similar actions.

Tier 3:

SSPD may advance to Tier 3 when activity in violation of the New York Penal Law is occurring. At Tier 3, SSPD should continue to facilitate First Amendment

activity but may make targeted arrests of individuals based on probable cause that they are engaged in violations of the laws of the State of New York, except that arrests for Penal Law violations, including disorderly conduct (Penal Law § 240.20), second degree harassment (Penal Law § 240.26), and violations of the Vehicle and Traffic Law, shall be made only after three warnings have been read, as described below. Each arrest may be made only with the prior authorization of the Police Chief or his/her designee. SSPD shall make all efforts to allow protesters to continue their activity consistent with public safety. If necessary to prevent further widespread and ongoing criminal conduct, SSPD may reroute participants away from an area. If rerouting participants and other efforts at de-escalation have not prevented widespread and ongoing criminal conduct, SSPD may issue lawful orders to disperse. Such dispersal orders must be read three times, with five-minute intervals between each warning, must be clear and audible to all demonstration participants, must advise what law enforcement actions will take place if illegal behavior continues, and must identify routes for egress.

If an emergency requires the immediate dispersal of the demonstration, SSPD may instruct the demonstration to disperse immediately, using only one verbal warning. Such an emergency shall include only immediate threats to the safety of demonstrators or third parties. Any emergency order to disperse must inform demonstrators of what law enforcement actions will take place if illegal behavior continues and must identify routes for egress. SSPD shall facilitate the resumption of the demonstration after such an emergency has passed. Such emergency orders may only be issued with the permission of the Police Chief or the Police Chief's designee,

and the nature of the emergency must be clearly documented in the after-action report described in ¶ 60.

If an immediate threat of physical harm to an officer or civilian or intentional property damage requires an arrest, SSPD shall be permitted to make such an arrest without prior authorization of the Police Chief or his/her designee provided that: (1) the arresting officer informs the Police Chief or his/her designee as soon as practicable that the arrest occurred, including the circumstances justifying the arrest; and (2) the arresting officer fully documents the immediate threat of harm justifying the arrest in the post-event written report, including all alternatives to arrest considered.

Tier 4:

SSPD should only advance to Tier 4 when demonstration participants have refused to comply with the dispersal orders issued at Tier 3. At Tier 4, SSPD officers may arrest individuals based on probable cause for the arrest of that individual. Tier 4 should be implemented only when no feasible means exists to continue facilitating the demonstration, criminal activity is occurring, and probable cause for arrest exists. Tier 4 should not be implemented while members of the demonstration are complying with dispersal orders. Where an arrest is authorized under this or any other Tier, officers may use force to effect that arrest in accordance with SSPD Policy 300, Use of Force, and SSPD Policy 431, First Amendment Assemblies.

50. **Post-event investigations:** In recognition of its obligations to facilitate First Amendment activity, following the day on which of First Amendment activity concludes, the SSPD will only investigate or seek charges based on conduct coincident to First-Amendment

activity that could otherwise result in charges for low-level offenses, including traffic violations, disorderly conduct, interference with governmental administration, or similar violations of law, if approved by an Independent Oversight Official approved by the OAG. The SSPD will retain discretion to investigate and seek charges without consulting the Independent Oversight Official for deliberate or attempted acts of violence, including assault, criminal possession of a weapon or firearm, and intentional damage to property. The SSPD may also investigate misconduct occurring in the vicinity of First Amendment activity but unrelated to the event. After the conclusion of any First Amendment activity, any arrest or summons issued to a participant of a demonstration based on conduct that occurred at the demonstration must be authorized by the Police Chief.

51. Respondent shall be required to appropriate funds for and provide mandatory training on the tiered-response framework on an annual basis to all SSPD officers whose duty involves responding to demonstrations. Such training shall be provided by October 6, 2026. In addition, basic training must be given to all incoming members of SSPD on policing demonstrations and the tiered-response framework. No SSPD officer shall be detailed to police a demonstration after October 6, 2026, without having received the tiered-response training at least once within the preceding two years. Exceptions to this requirement may be made where an officer is responding to a Spontaneous Demonstration or where staffing levels require detailing an officer that has not yet had the opportunity to take such training, provided that such officer has received SSPD's basic training on policing demonstrations and the tiered-response framework.

52. Respondent shall also appropriate funds for and conduct regular training with SSPD personnel related to the following:

- a. de-escalation;
- b. bias-prevention; and
- c. community policing.

53. Respondent shall provide the policies and training described in ¶¶ 42, 43, 51, and 52 to the OAG within 90 days of the effective date of this Assurance. OAG shall have 30 days to review those policies and training. Within that 30-day period, OAG shall have the right to object to the proposed policies and training, and the parties hereby agree to meet and confer within 30 days of any such objection to resolve any disagreement.

Prohibitions and Limitations on Particular Police Activities

54. Respondent shall be prohibited from denying any person entry to any public court proceeding. The Office of Court Administration shall have sole discretion to limit entry to a public court proceeding.

55. Respondent shall be prohibited from reporting any individual to Child Protective Services without cause, however, such prohibition shall not limit or interfere with duties related to NYS Social Services Law, Article 6, Title 6 § 413.

56. Horse-mounted police shall be permitted at First Amendment assemblies only in positions at the back ranks of any police presence and shall be permitted to engage only in surveillance. Horses and horse-mounted police shall not be used in crowd control except in an emergency where needed to ensure the safety of police officers, participants in the demonstration or the public, and consistent with a written policy.

57. Respondent shall be prohibited from conducting surveillance upon or compiling information about individuals based solely on their engagement in First Amendment activity. Except consistent with the exceptions included in the following paragraph, Respondent shall not:

- a. record or photograph any individual or group of individuals based solely on their engagement in First Amendment activity;
- b. stop and question any individual or group of individuals based solely on their engagement in First Amendment activity;
- c. engage any confidential informants or undercover police officers to report on the activities of any individual or group of individuals based solely on their engagement in First Amendment activity;
- d. gain access or attempt to gain access to any private social media, group text or chat, or any other electronic communications system of any individual or group of individuals engaged in demonstrations without the written consent of such individual or individuals given with full knowledge of that the individual obtaining such consent is an agent or officer of Saratoga Springs or the SSPD or pursuant to a lawful warrant, except in connection with investigations into conduct prohibited by New York State Penal Law unrelated to lawful First Amendment activity; or
- e. obtain or request a wiretap for any phone used by individuals based on their engagement in demonstration(s).

58. The prohibitions in ¶ 57 shall not apply to photographing or recording evidence of violence or significant property damage during a demonstration. They shall also not apply to any investigation of a crime unrelated or coincident to the First Amendment activity of any individual or group of individuals. Nor shall they apply to investigations of alleged police misconduct during a demonstration or to evaluate the SSPD's compliance with this Assurance. The SSPD may only use surveillance material, as described in ¶ 57, for any purpose permitted by

this paragraph with the written permission of the Chief of Police or designee. A request for such permission must be accompanied by a written, particularized description of the proposed use of the surveillance material, including a description of the individualized basis for reasonable suspicion of criminal activity, if applicable.

59. The prohibitions in ¶ 57 shall not supersede the requirement that SSPD officers activate their body-worn cameras (BWC) during all interactions with the public, nor shall it apply to street cameras and license plate readers in constant operation. BWC footage taken during a demonstration(s) shall not be used to identify any individual or group of individuals or any vehicle except as permitted by ¶ 58. All such BWC footage must be preserved for three (3) years and made available upon request to the OAG for a period not to exceed three (3) years.

Reporting Obligations

60. The Police Chief or designee shall create an after-action report after every demonstration in which SSPD officers are deployed in anticipation for use as crowd management or crowd control. This includes demonstrations where no police action is taken as well as those where force is used or arrests are made. For any demonstration that does not result in arrest or use of force, Respondent shall forward the after-action report to OAG within 14 days after the conclusion of the protest or assembly. The report shall include the names of all officers deployed during the demonstration and a description of all action taken by police.

- a. For any demonstration, or First Amendment activity, that results in arrest or use of force, Respondent shall forward the after-action report to OAG within 30 days after the conclusion of the demonstration. The report shall include the names of all officers deployed during the demonstration and a description of all action

taken by police. The report will also include all other materials covered under NYS Criminal Procedure Law Article 245.

- b. Any arrest made with the approval of the Independent Oversight Official described in ¶ 50.
- c. The involvement of any horse in crowd control or arrests during or following a First Amendment activity.
- d. The Respondent shall make such reports and associated materials available to OAG through a file sharing platform such as Evidence.com or another mutually agreeable format.
- e. The obligation to affirmatively forward reports to OAG as provided in this paragraph will remain in effect for a period of three (3) years from the date of this Assurance.

City Council and Other Public Meetings

61. The City of Saratoga Springs is committed to facilitating public participation at city council meetings and other public functions where city business is being conducted. The parties agree that maintaining order at such meetings is a necessary means to facilitate public participation.

62. Consistent with the Charter of the City of Saratoga Springs and the Public Officers Law, the City of Saratoga Springs will continue to allow a public comment period during city council meetings. Such public comment period may come after the conclusion of all other business at each meeting.

63. Each member of the public will be permitted to speak for three minutes during such public comment period. Time will be maintained by the Presiding Officer and will be

counted down on a clock made visible to the speaker and all other members of the public. More time may be allotted to a speaker by motion of the city council.

64. At the conclusion of the speaker's three minutes, or at the conclusion of the additional time provided by city council, the microphone shall be cut off until the next speaker takes the podium.

65. If a speaker refuses to leave the podium after the conclusion of their three minutes or other allotted time, or if a member of the public acts in a way that disrupts the orderly business of the meeting, the Presiding Officer may direct the individual to sit down and cease their disruptive activity. If such an individual does not comply, the Presiding Officer may warn that further disruption will result in an adjournment of the meeting. Should the disruption continue, the Presiding Officer may adjourn the meeting.

66. The SSPD may staff City Council and other public meetings with a community liaison, who will act as the point of contact between the police and the public. At the direction of the Presiding Officer, the community liaison may take steps to de-escalate confrontations and calm disruptive individuals.

67. If an individual continues to disrupt a public meeting after each step described in §§ 61–66 has been taken, and probable cause of a violation of the New York Penal Law exists, the community liaison officer may warn such an individual that they may be subject to arrest or detention. If, after receiving such a warning, the individual continues to disrupt a public meeting, and probable cause for arrests exists, the SSPD may arrest the individual.

68. If there is probable cause to believe an individual has become a threat to self or others or has committed or threatened to commit property damage, the community liaison may detain or arrest such individual.

69. The community liaison may call for the assistance of other SSPD officers as necessary to effectuate such detention or arrest or as necessary to prevent further threats or damage to persons or property.

70. Except as described above, the SSPD shall not investigate, issue summons, make arrests, or pursue charges against individuals based on expressive conduct during City Council or other public functions where city business is being conducted.

71. Respondent shall clearly communicate the rules and policies described in §§ 61–70 to the public and shall enforce these rules and policies impartially and without regard to any speaker’s viewpoint.

Internal Affairs Policies

72. Respondent shall develop policies and trainings consistent with its obligation to investigate, correct, and discipline police officer misconduct. Such policies and trainings must reinforce the principle that police investigations should be undertaken with the same thoroughness as any criminal investigation.

73. Respondent shall appoint one or more officers of the rank of Captain or higher, as a designated internal affairs investigator. Such officer or officers shall be responsible for conducting all internal affairs investigations in the department under the supervision of the Chief of Police. To qualify for this position, the officer must:

- a. have 5 or more years’ experience investigating major crimes, including felonies;
- b. take, on an annual basis, at least one training or continuing education class on best practices in internal affairs investigations;
- c. not have received any negative performance review, including but not limited to any performance review with a grade of “needs improvement” or “below

standard,” or have been subject to any disciplinary action within the last 5 years;
and

- d. demonstrate the skills and integrity necessary to ensure thorough, impartial, and accurate investigations of all allegations of officer misconduct.

Document Control Protocols

74. Respondent shall furnish to the OAG upon request any reports prepared concerning First Amendment Activity.

75. Respondent shall implement technology sufficient to archive and preserve all communications, including text messages, instant messages, and emails, sent or received by SSPD and elected officials in the course of their official duties.

76. Respondent shall adopt document control protocols and technologies sufficient to meet its obligations under state and federal law—including its criminal discovery obligations and FOIL obligations.

77. Respondent shall prohibit all elected officials and employees from conducting official business on personal devices, including all communications such as text messages, instant messages, and emails, unless Respondent can verify that all such communications can be preserved for disclosure in accordance with criminal discovery law, FOIL, or subpoenas and requests for information made by OAG.

78. Respondent shall prohibit all elected officials and employees from intentionally deleting any communication, including text messages, instant messages, or emails, sent or received in the course of official business.

79. Such policies and technology must be implemented by April 6, 2026. Thirty days before implementation, Respondent shall present its policies and technology plan to OAG for review.

General Provisions

80. The policies and procedures set forth in paragraphs 39 through 79 of this AOD have been approved by both the OAG and Respondent. By executing this AOD, the OAG is not signifying its approval of any policies of Respondent not specifically mentioned in paragraphs 39 through 74 of this AOD, and the Respondent shall make no representation to the contrary.

81. Because of Respondent's full and continuing cooperation with the general injunction and programmatic relief specified above, the State of New York will not pursue a statutory penalty. If noncompliance is demonstrated in the Respondent's performance of duties under this Assurance, the State is free to pursue penalties for each and every default in the performance of any obligation under this paragraph occurring after the effective date of the Assurance.

Additional Reporting Obligations

82. Respondent shall provide the OAG with a report detailing its compliance with the requirements set forth in this Assurance, to be submitted to the OAG by May 6, 2026. Thereafter, a report of compliance shall be submitted to the OAG on an annual basis for three (3) additional years. The annual report shall include:

- a. the policies adopted, including any subsequent modifications or additions, concerning police response to First Amendment activity;

- b. the number of trainings offered concerning police response to First Amendment activity, including attendance records bearing employee signatures and dates, and the number and positions of individuals provided such training per annum;
- c. the names, titles, and qualifications of the individuals who presented the abovementioned trainings; and
- d. all materials used in the above-mentioned trainings, including slides or written materials, training curricula, web- or video-based presentations.

83. Respondent shall provide the OAG with a certification affirming its compliance with the Programmatic Relief requirements set forth in this Assurance, to be submitted to the OAG by May 6, 2026. This certification shall be in writing and be signed by the Respondent. Thereafter, a certification of compliance shall be submitted to the OAG on an annual basis for three (3) additional years.

84. Default: Respondent expressly agrees and acknowledges that a default in the performance of any obligation under this Section is a violation of the Assurance, and that the OAG thereafter may commence a civil action or proceeding in addition to any other appropriate investigation, action, or proceeding, and that evidence that this Assurance has been violated shall satisfy Executive Law § 63(15).

MISCELLANEOUS

I. Subsequent Proceedings

85. Respondent expressly agrees and acknowledges that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by the Respondent prior to or after the effective date of this Assurance;
- c. any civil action or proceeding must be adjudicated in Albany County Supreme Court, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue; and

86. If a court of competent jurisdiction determines that the Respondent has violated the Assurance, the Respondent shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

II. Effects of Assurance

87. This Assurance is not intended for use by any third party in any other proceeding.

88. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

89. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

90. Any failure by the OAG to insist upon the strict performance by Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondent.

III. Communications

91. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 25-073, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

For the OAG:

Rick Sawyer
Kyle Rapiñan
New York State Office of the Attorney General
Civil Rights Bureau/LEMIO
28 Liberty Street
New York, NY 10005
Richard.sawyer@ag.ny.gov

Or in his absence the persons holding the titles of Chief of the Civil Rights Bureau and the Chief of the Law Enforcement Misconduct Investigative Office, currently Sandra Park and Tyler Nims.

For the Respondent:

Tim Coll
Commissioner of Public Safety
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866
tim.coll@saratoga-springs.org

Or in his absence the person holding the title of Commissioner of Public Safety.

With a copy to:

David A. Harper
City Attorney
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

Or in his absence the person holding the title of City Attorney.

IV. Representations and Warranties

92. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondent in agreeing to this Assurance. The Respondent represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved.

V. General Principles

93. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondent's obligations under this Assurance shall expire three (3) years from the date of this Assurance. Nothing in this Assurance shall relieve Respondent of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

94. Respondent shall not in any manner discriminate or retaliate against any of its employees, including but not limited to employees who cooperated or are perceived to have cooperated with the investigation of this matter or any future investigation related to enforcing this Assurance. This provision, however, does not prevent Respondent from taking any disciplinary action for staff it has found to have acted out of compliance with its policies and procedures or in contravention to the requirements of this Assurance.

95. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondent violates the Assurance after its effective date.

96. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

97. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or

unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

98. Respondent acknowledges that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

99. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

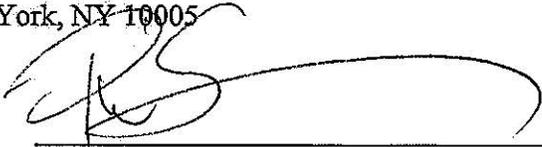
100. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

101. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

102. The effective date of this Assurance shall be January 6, 2026.

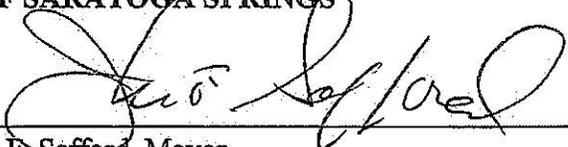
LETITIA JAMES

Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By: 

Rick Sawyer, Section Chief
Kyle Rapiñan, Assistant Attorney General
Sandra Parks, Chief
Civil Rights Bureau
Tyler Nims, Chief
Law Enforcement Misconduct Investigative Office
New York State Office of the Attorney General
28 Liberty St., New York, NY 10005

CITY OF SARATOGA SPRINGS

By: 

John F. Safford, Mayor.

PER COUNCIL APPROVAL 1/6/26