

**Public Safety Committee  
Sheriff's Committee Agenda  
October 24, 2017**

**Committee Members: Montesi, Geraghty, Girard, Brock, Seeber, Simpson, Vanselow, Braymer and MacDonald**

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda
  - A. Request Resolution to amend budget to reflect revenues to be received from NYS DHSES 2016 Statewide Interoperable Communications Grant in the amount of \$523,375.00
  - B. Request Resolution to amend budget to reflect revenues to be received from NYS DHSES 2017 SLETPP in the amount of \$19,994.00.
  - C. Request Resolution to amend budget to reflect revenue from Six Flags Great Escape for Law Enforcement Services in the amount of \$45,499.85.
  - D. Request Resolution for a New Contract with Tyler Technologies for a CAD NCIC Interface.
  - E. Request Resolution for a New Contract with Tyler Technologies for software interface for Powerphone Total Response Protocol System.
  - F. Request Resolution for a New Contract with Tyler Technologies for software maintenance for CAD and LERMS software.
  - G. Request Resolution for a New Contract with Black Creek Integrated Systems Corporation for maintenance of Correctional Facility software.
  - H. Resolution Request for Transfer of Funds.
- IV. Referral / Pending Items
- V. Topics for Discussion
  - A. We currently have (1) vacancy for Correction Officer and (2) vacancies for Correction Sergeant. We have hired (1) Correction Officer since September.
  - B. Corrections Overtime expenses as of 10/20/2017, we have expended \$534,463.
- VI. Motion to adjourn

Attachments:

- #1. Resolution Request Form #7, 16 SICG
- #2. Resolution Request Form #7, 17 SLETPP
- #3. Resolution Request Form #7, Six Flags Revenue
- #4. Resolution Request Form #3, Tyler Tech, NCIC Interface
- #5. Resolution Request Form #3, Tyler Tech, Powerphone Interface
- #6. Resolution Request Form #3, Tyler Tech, Software Maintenance CAD and LERMS
- #7. Resolution Request Form #3, Black Creek
- #8. Resolution Request Form #10, Transfer of Funds

# **RESOLUTION REQUEST FORM NO. 7**

## ***Request to Amend County Budget\****

***\*If this is the result of a grant award, also complete and submit Form No. 5 or 6***

**DEPARTMENT NAME: Sheriff**

**DATE: October 20, 2017**

- (a) **Purpose of Amendment:** Amend the County Budget to increase revenue to reflect monies to be received from 2016 Statewide Interoperability Grant.
- (b) **Appropriation Code, Object Code, Full Title and Amount:**
- |                 |                                      |              |
|-----------------|--------------------------------------|--------------|
| A.3020.4034 470 | Sheriff's 911 Center Contracts       | \$69,750.00  |
| A.3020.4034 260 | Sheriff's 911 Center Other Equipment | \$453,625.00 |
- (c) **Revenue Code (with title), and Amount:**
- |                  |                               |              |
|------------------|-------------------------------|--------------|
| A.3020.4034 4380 | 2016 Interoperable Comm Grant | \$523,375.00 |
|------------------|-------------------------------|--------------|

\*Please note all amount must be in whole dollars – no cents.

|   |  |
|---|--|
| <b>STATE AGENCY</b><br>New York State Division of Homeland Security and Emergency Services<br>1220 Washington Avenue<br>Building 7A Suite 710<br>Albany, NY 12242   | <b>NYS COMPTROLLER'S NUMBER: C198676</b><br>(Contract Number)<br><br><b>ORIGINATING AGENCY CODE: 01077</b>   |
| <b>GRANTEE/CONTRACTOR:(Name &amp; Address)</b><br>Warren County<br>1340 State Route 9<br>Lake George NY 12845   | <b>TYPE OF PROGRAMS: SI2016</b><br><b>CFDA NUMBER:</b><br><b>DHSES NUMBERS: WM16198676</b>   |
| <b>FEDERAL TAX IDENTIFICATION NO: 14-6002576</b><br><b>MUNICIPALITY NO: (if applicable) 520100000 000</b><br><b>SFS VENDER NO: 1000002438</b><br><b>DUN &amp; BRADSTREET NO: 098334733</b>  | <b>INITIAL CONTRACT PERIOD:</b><br>FROM 01/01/2017 TO 12/31/2018<br><b>FUNDING AMOUNT FOR INITIAL PERIOD: \$523,375.00</b>   |
| <b>STATUS:</b><br>Contractor is not a sectarian entry.<br>Contractor is not a not-for-profit organization.  | <b>MULTI-YEAR TERM: (if applicable)</b>  |
| <b>CHARITIES REGISTRATION NUMBER:</b><br><input type="text"/><br>(Enter number or Exempt)<br>if Exempt is entered above, reason for exemption.<br><br>Contractor has <input type="checkbox"/> has not <input type="checkbox"/> timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.   | <b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b><br><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts<br><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses<br><input checked="" type="checkbox"/> APPENDIX B Budget<br><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule<br><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions<br><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)<br><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request<br><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion<br>_____<br>_____ |
| <b>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</b>   |  |
| NYS Division of Homeland Security and Emergency Services<br>BY: Michele Wahrlich , Director of Grants Program Administration Date: 06/29/2017<br>State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.<br><b>GRANTEE:</b><br>BY: Ronald Conover Chairman Date: 06/27/2017 |  |
| <b>ATTORNEY GENERAL'S SIGNATURE</b><br>_____<br>Title: _____<br>Date: _____   | <b>COMPTROLLER'S SIGNATURE</b><br>_____<br>Title: _____<br>Date: _____   |

Award Contract

Statewide Interoperable Communications Grant

Project No.

Grantee Name

SI16-1063-D00

Warren County

06/29/2017

Appendix B - Project BudgetBudget Summary by Participant

## Warren County - Version 1

| #     | Consultant Services                                   | Number | Unit Cost   | Total Cost  | Grant Funds | Matching Funds |
|-------|---|--------|-------------|-------------|-------------|----------------|
| 1     | Consulting for Engineering and Simulcast Optimization | 1      | \$69,750.00 | \$69,750.00 | \$69,750.00 | \$0.00         |
| Total |   |        |             | \$69,750.00 | \$69,750.00 | \$0.00         |

| #     | Equipment   | AEL          | Number | Unit Cost    | Total Cost   | Grant Funds  | Matching Funds |
|-------|---|--------------|--------|--------------|--------------|--------------|----------------|
| 1     | Base Stations   | 06CP-01-BASE | 1      | \$177,000.00 | \$177,000.00 | \$177,000.00 | \$0.00         |
| 2     | Complete Antenna Systems                              | 06CP-03-TOWR | 1      | \$128,000.00 | \$128,000.00 | \$128,000.00 | \$0.00         |
| 3     | 48v Power Supply                                      | 10PE-00-PCDS | 1      | \$24,862.00  | \$24,862.00  | \$24,862.00  | \$0.00         |
| 4     | 12v Power Supply for Voters                           | 10GE-00-GENR | 1      | \$4,718.00   | \$4,718.00   | \$4,718.00   | \$0.00         |
| 5     | 48v Batteries   | 10BC-00-BATT | 1      | \$5,100.00   | \$5,100.00   | \$5,100.00   | \$0.00         |
| 6     | HVAC upgrade  | n/a          | 1      | \$6,350.00   | \$6,350.00   | \$6,350.00   | \$0.00         |
| 7     | Synchronization system for land mobile radios         | 06CP-02-BRDG | 1      | \$62,200.00  | \$62,200.00  | \$62,200.00  | \$0.00         |
| 8     | CCTV cameras and recorder                             | 04MD-01-VCAM | 1      | \$7,400.00   | \$7,400.00   | \$7,400.00   | \$0.00         |
| 9     | Modules and adapters.                                 | 06CP-04-WADN | 1      | \$14,500.00  | \$14,500.00  | \$14,500.00  | \$0.00         |
| 10    | Signal/Frequency Strength Monitoring System/Equipment | 06CP-VOTR    | 1      | \$10,675.00  | \$10,675.00  | \$10,675.00  | \$0.00         |
| 11    | Uninterrupted Power Supply for Network Equipment      | 10PE-00-UPS  | 1      | \$3,550.00   | \$3,550.00   | \$3,550.00   | \$0.00         |
| Total |   |              |        | \$444,355.00 | \$444,355.00 | \$0.00       |                |

| #     | All Other Expenses                  | Number | Unit Cost  | Total Cost | Grant Funds | Matching Funds |
|-------|-------------------------------------|--------|------------|------------|-------------|----------------|
| 1     | Tower assessment, repairs, painting | 1      | \$9,270.00 | \$9,270.00 | \$9,270.00  | \$0.00         |
| Total |                                     |        |            | \$9,270.00 | \$9,270.00  | \$0.00         |

| Warren County Total Project Costs | Total Cost   | Grant Funds  | Matching Funds |
|-----------------------------------|--------------|--------------|----------------|
|                                   | \$523,375.00 | \$523,375.00 | \$0.00         |

Warren County Office of Emergency Services

| Total Project Costs | Total Cost   | Grant Funds  | Matching Funds |
|---------------------|--------------|--------------|----------------|
|                     | \$523,375.00 | \$523,375.00 | \$0.00         |

# ***RESOLUTION REQUEST FORM NO. 7***

## ***Request to Amend County Budget\****

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

**DEPARTMENT NAME:** Sheriff

**DATE:** October 20, 2017

- (a) **Purpose of Amendment:** Amend the County Budget to increase revenue to reflect monies to be received from 2017 SLETPP grant.
- (b) **Appropriation Code, Object Code, Full Title and Amount:**  
A.3110.4035 455 Law Enforcement Safety Equipment \$19,994.00
- (c) **Revenue Code (with title), and Amount:**  
A.3110.4035 4381 FY17 - SLETPP \$19,994.00

\*Please note all amount must be in whole dollars – no cents.

|   |  |
|---|--|
| <b>STATE AGENCY</b><br>New York State Division of Homeland Security and Emergency Services<br>1220 Washington Avenue<br>Building 7A Suite 710<br>Albany, NY 12242   | <b>NYS COMPTROLLER'S NUMBER:</b> T974272<br>(Contract Number)<br><br><b>ORIGINATING AGENCY CODE:</b> 01077   |
| <b>GRANTEE/CONTRACTOR:(Name &amp; Address)</b><br>Warren County<br>1340 State Route 9<br>Lake George NY 12845   | <b>TYPE OF PROGRAMS:</b> WM2017 SLETPP<br><b>CFDA NUMBER:</b> 97.067<br><b>DHSES NUMBERS:</b> WM17974272   |
| <b>FEDERAL TAX IDENTIFICATION NO:</b> 14-6002576<br><b>MUNICIPALITY NO:</b> (if applicable) 520100000 000<br><b>SFS VENDER NO:</b> 1000002438<br><b>DUN &amp; BRADSTREET NO:</b> 098334733  | <b>INITIAL CONTRACT PERIOD:</b><br>FROM 09/01/2017 TO 08/31/2020<br><b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$19,994.00  |
| <b>STATUS:</b><br>Contractor is not a sectarian entry.<br>Contractor is not a not-for-profit organization.  | <b>MULTI-YEAR TERM:</b> (if applicable)  |
| <b>CHARITIES REGISTRATION NUMBER:</b><br><input type="text"/><br><br>(Enter number or Exempt)<br>if Exempt is entered above, reason for exemption.<br><br>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.   | <b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b><br>APPENDIX A Standard Clauses required by the Attorney General for all State contracts<br><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses<br><input checked="" type="checkbox"/> APPENDIX B Budget<br><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule<br><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions<br>___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)<br>___ DHSES-55 Budget Amendment/Grant Extension Request<br>___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion<br><br>_____<br>_____ |
| <b>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</b>   |  |
| NYS Division of Homeland Security and Emergency Services<br>BY: Michele Wahrlich , Director of Grants Program Administration Date: 08/01/2017<br>State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.<br><b>GRANTEE:</b><br>BY: Ronald Conover Chairman Date: 07/28/2017 |  |
| <b>ATTORNEY GENERAL'S SIGNATURE</b><br>_____<br>Title: _____<br>Date: _____   | <b>COMPTROLLER'S SIGNATURE</b><br>_____<br>Title: _____<br>Date: _____   |

Award Contract  
 Project No. LE17-1034-D00  
 Grantee Name Warren County

LETPP/SLETPP

08/01/2017

Appendix B - Project Budget

Budget Summary by Participant

Warren CountyWarren County Sheriff's Office - Version 1

| #            | Equipment   | AEL          | Number | Unit Cost   | Total Cost         | Grant Funds        | Matching Funds |
|--------------|---|--------------|--------|-------------|--------------------|--------------------|----------------|
| 1            | Personal Protective Equipment (Tactical Body Armor Vests) | 01LE-01-ARMR | 1      | \$19,994.00 | \$19,994.00        | \$19,994.00        | \$0.00         |
| <b>Total</b> |   |              |        |             | <b>\$19,994.00</b> | <b>\$19,994.00</b> | <b>\$0.00</b>  |

| Warren County Sheriff's Office Total Project Costs | Total Cost  | Grant Funds | Matching Funds |
|--|-------------|-------------|----------------|
|  | \$19,994.00 | \$19,994.00 | \$0.00         |

| Total Project Costs | Total Cost  | Grant Funds | Matching Funds |
|---------------------|-------------|-------------|----------------|
|                     | \$19,994.00 | \$19,994.00 | \$0.00         |

# ***RESOLUTION REQUEST FORM NO. 7***

## ***Request to Amend County Budget\****

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

**DEPARTMENT NAME:** Sheriff

**DATE:** October 20, 2017

- (a) **Purpose of Amendment:** Amend the County Budget to increase revenue to reflect monies to be received from Six Flags Great Escape.
  
- (b) **Appropriation Code, Object Code, Full Title and Amount:**  
A.3110.120 Sheriff's Law Enforcement Overtime \$45,499.85
  
- (c) **Revenue Code (with title), and Amount:**  
A.3110.2263 Sheriff's Law Enforcement Public Safety Private Entities \$45,499.85

\*Please note all amount must be in whole dollars – no cents.

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME:** Sheriff's Office

**DATE:**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Tyler Technologies to provide interface for NCIC.**
- (c) Name of Contractor: **Tyler Technologies, Inc.**
- (d) Address of Contractor: **840 West Long Lake Road, Troy Michigan, 48098**
- (e) Contractor's Contact Person and Telephone Number: **Tricia Hurt (248) 269-1000 Ext. 1188**
- (f) Has or will the Contract be provided, if so, please attach: **County Attorney has Contract**
- (g) Commencement Date of Contract: **Upon execution by both parties**
- (h) Termination Date of Contract: **Upon completion of work.**
- (i) Payment Provisions:
  - i) lump sum amount **\$13,600.00**
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$13,600.00**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.3020 4033 250 Technical Equipment****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

WARREN COUNTY SHERIFF, NY

Investment Summary

October 20, 2017

| A. PROFESSIONAL SERVICES             |   |                 |
|--------------------------------------|---|-----------------|
| ITEM                                 | DESCRIPTION   | INVESTMENT      |
| PROFESSIONAL SERVICES                |   |                 |
| 1.                                   | Systems Assurance and Software Installation                             | 6,960           |
|                                      | Message Switch Staging to include:                                      |                 |
|                                      | - Install and configure message switch software                         | 2,320           |
|                                      | - Configure system variables (i.e., operating system, interfaces, etc.) |                 |
|                                      | Message Switch Installation Support to include:                         |                 |
|                                      | - configure system variables (i.e., operating system, interfaces, etc.) | 4,640           |
| 2.                                   | Fixed Installation Service Fees:  | 4,640           |
|                                      | - Miscellaneous Services  | 2,000           |
|                                      | - NCIC Parsing (CAD)  | 2,640           |
| <b>TOTAL IMPLEMENTATION SERVICES</b> |   | <b>\$11,600</b> |

| B. TRAVEL AND LIVING EXPENSES (Estimate) |                                       |                 |
|--|---------------------------------------|-----------------|
| ITEM                                     | DESCRIPTION                           | INVESTMENT      |
| 1.                                       | TRAVEL AND LIVING EXPENSES (Estimate) |                 |
|  | Estimated 1 trip at \$2,000 per trip. | \$2,000         |
| <b>TOTAL ONE TIME COST</b>               |                                       | <b>\$13,600</b> |

**PRICING VALID THROUGH DECEMBER 31, 2017.**

**Pricing Assumptions**

*Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).*

*New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.*

*New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*

*Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.*

*Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.*

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME:** Sheriff's Office

**DATE:**

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **Tyler Technologies to provide interface for Powerphone.**
- (c) Name of Contractor: **Tyler Technologies, Inc.**
- (d) Address of Contractor: **840 West Long Lake Road, Troy Michigan, 48098**
- (e) Contractor's Contact Person and Telephone Number: **Tricia Hurt (248) 269-1000 Ext. 1188**
- (f) Has or will the Contract be provided, if so, please attach: **County Attorney has Contract**
- (g) Commencement Date of Contract: **Upon execution by both parties**
- (h) Termination Date of Contract: **Upon completion of work.**
- (i) Payment Provisions:
  - i) lump sum amount **\$11,160.00**
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$11,160.00**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.3020 4033 250 Technical Equipment****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

Investment Summary

WARREN COUNTY SHERIFF, NY

September 20, 2017

| A. LICENSE FEES                       |  |                |
|---------------------------------------|--|----------------|
| ITEM                                  | DESCRIPTION  | INVESTMENT     |
| CAD                                   |  |                |
| 1.                                    | New World Enterprise Third Party Interface Software<br>- Pre-Arrival Questionnaire Interface (1 questionnaire(s) - EMD)<br><i>Supports ProQA for Fire, EMD, Police; ProQA Paramount for Fire, EMD, Police; APCO Meds &amp; Advisor, PowerPhone</i> | 8,000          |
| TOTAL TYLER SOFTWARE LICENSE FEES DUE |  | <u>\$8,000</u> |

| B. PROFESSIONAL SERVICES      |                                       |                |
|-------------------------------|---------------------------------------|----------------|
| ITEM                          | DESCRIPTION                           | INVESTMENT     |
| PROFESSIONAL SERVICES         |                                       |                |
| 1.                            | Fixed Installation Service Fees:      | 1,160          |
|                               | - Pre-Arrival Questionnaire Interface | 1,160          |
| TOTAL IMPLEMENTATION SERVICES |                                       | <u>\$1,160</u> |

| C. TRAVEL AND LIVING EXPENSES (Estimate) |  |                 |
|--|--|-----------------|
| ITEM                                     | DESCRIPTION  | INVESTMENT      |
| 1.                                       | TRAVEL AND LIVING EXPENSES (Estimate)<br>Estimated 1 trip at \$2,000 per trip. | \$2,000         |
| TOTAL ONE TIME COST                      |  | <u>\$11,160</u> |

| D. MAINTENANCE AND SUPPORT FEES |   |            |
|---------------------------------|---|------------|
| ITEM                            | DESCRIPTION   | INVESTMENT |
| 1.                              | MAINTENANCE AND SUPPORT AGREEMENT (Year 1 Cost):<br>Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. |            |
|                                 | Year 1 Maintenance:   | \$1,680    |

The software, services, and hardware, as applicable, that are itemized above, are hereby added to your existing Agreement with us. These fees will be invoiced to you in full upon receipt of your signed quote. Travel expenses shall be invoiced, as applicable. The terms and conditions of your Agreement will otherwise control.

Authorized Client Signatory:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PRICING VALID THROUGH DECEMBER 31, 2017.

Warren County Sheriff, NY Investment Summary  
NEW WORLD PUBLIC SAFETY SOFTWARE

### Pricing Assumptions

*Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).*

*New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.*

*New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*

*Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.*

*Does not include any required 3rd party hardware or software.*

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME:** Sheriff's Office

**DATE:**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Tyler Technologies to provide maintenance for CAD and LERMS.**
- (c) Name of Contractor: **Tyler Technologies, Inc.**
- (d) Address of Contractor: **840 West Long Lake Road, Troy Michigan, 48098**
- (e) Contractor's Contact Person and Telephone Number: **Tim Hale (248) 269-1000  
Ext. 1690**
- (f) Has or will the Contract be provided, if so, please attach: **County Attorney has  
Contract**
- (g) Commencement Date of Contract: **January 1, 2018**
- (h) Termination Date of Contract: **December 31, 2018.**
- (i) Payment Provisions:
  - i) lump sum amount **\$57,863.34**
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$57,863.34**
  - iv) how will payments be made (i.e. monthly, quarterly,  
upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.3020 470 Sheriff's 911 Center Contracts****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

**From:** Hale, Tim [<mailto:Tim.Hale@tylertech.com>]  
**Sent:** Wednesday, October 18, 2017 9:42 AM  
**To:** Lamouree, C. Shawn <[Shawn.Lamouree@WarrenCountySheriffNY.us](mailto:Shawn.Lamouree@WarrenCountySheriffNY.us)>  
**Subject:** RE: Question

Undersheriff Lamouree,

Attached is your maintenance invoice from this year. For 2018, your annual Maintenance will be this amount plus 3% (\$57,863.34).

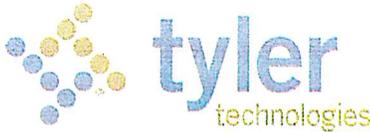
Please let me know if you have any questions.

Thanks,

Tim

**Tim Hale**  
Client Executive  
P: 248.269.1000 ext. 1690  
C: 603.566.4406

[www.tylertech.com](http://www.tylertech.com)



## **Exhibit 1**

### **Maintenance and Support Agreement**

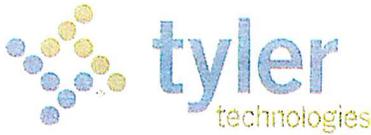
Tyler (“we”) will provide Client (“you”) with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the applicable invoice. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 a) provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)  
  
b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
  7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



## **Exhibit 1 Schedule A Support Call Process**

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at [www.tylertech.com/client-support](http://www.tylertech.com/client-support) for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Agreement.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Agreement.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

Client: Warren Co., NY Sheriff's Department

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Greg Sebastian

Name: \_\_\_\_\_

Title: President, Public Safety Division

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME:** Sheriff's Office

**DATE:**

- (a) Is this a Result of a Bid or Request for Proposal? **Yes**
- (b) Purpose of Contract: **Provide Correctional Facility software**
- (c) Name of Contractor: **Black Creek**
- (d) Address of Contractor: **PO Box 101747, Irondale, Alabama 35210**
- (e) Contractor's Contact Person and Telephone Number: **Chris Lian (607) 259-5342**
- (f) Has or will the Contract be provided, if so, please attach: **County Attorney has Contract**
- (g) Commencement Date of Contract: **January 1, 2018**
- (h) Termination Date of Contract: **December 31, 2020**
- (i) Payment Provisions:
  - i) lump sum amount **(2018) \$22,311.50, (2019) \$23,092.25, (2020) \$23,900.50**
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$69,304.25**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.3150 4033 Sheriff's Corrections Contracts****

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

\*as listed in budget and LOGOS



Black Creek Integrated Systems Corporation  
 P. O. Box 101747  
 Irondale, AL 35210  
 Ph.: (205) 949-9900  
 Fax.: (205) 949-9910

**QUOTATION**

| Date      | Number     | Revision |
|-----------|------------|----------|
| 7/10/2017 | SP05009.18 |          |

| Terms                  | Ship Via | Freight | F.O.B. | Delivery |
|------------------------|----------|---------|--------|----------|
| Due On Invoice Receipt | n/a      | n/a     | n/a    | n/a      |

**To:**

Capt. Mike Gates  
 Warren County Sheriff's Department  
 1400 State Route 9  
 Lake George NY 12845

| Description   | Amount      |             |             |             |              |             |             |             |      |      |      |      |      |            |             |             |             |             |             |              |  |
|---|-------------|-------------|-------------|-------------|--------------|-------------|-------------|-------------|------|------|------|------|------|------------|-------------|-------------|-------------|-------------|-------------|--------------|--|
| <p><b>SallyPort NY Unlimited Support Plan</b><br/>           For Period 1/1/2018 Through 12/31/2018<br/>           See attached for plan description</p> <p>Quotation is based on number of software licenses at the time of quotation.<br/>           Invoice will be based on number of software licenses at the time of renewal.</p> <p>2018 Pricing reflects 5% increase over 2017 Pricing</p> <p><b><u>One Year Software Support Pricing Option</u></b><br/>           (15) SallyPort User License<br/>           Vine NY Interface<br/>           GTL ICM P.I.N. Interface</p> <p><b><u>Multi-year Support Pricing Options</u></b></p> <table border="1"> <caption>Three Year Support Plan-reflects 3.5% increase per yr</caption> <thead> <tr> <th>2018</th> <th>2019</th> <th>2020</th> <th>3 Yr Total</th> </tr> </thead> <tbody> <tr> <td>\$22,311.50</td> <td>\$23,092.25</td> <td>\$23,900.50</td> <td>\$69,304.25</td> </tr> </tbody> </table> <table border="1"> <caption>Five Year Support Plan-reflects 2.0% increase per yr</caption> <thead> <tr> <th>2018</th> <th>2019</th> <th>2020</th> <th>2021</th> <th>2022</th> <th>5 Yr Total</th> </tr> </thead> <tbody> <tr> <td>\$21,988.25</td> <td>\$22,428.00</td> <td>\$22,876.75</td> <td>\$23,334.25</td> <td>\$23,800.75</td> <td>\$114,428.00</td> </tr> </tbody> </table> <p>In order to take advantage of multi-year plan pricing, all plans must be paid for in full, in advance. Billings will go out at the end of November requiring payment to be <u>received</u> on or before January 1<sup>st</sup> when the plan year begins. In the event additional software is purchased during any plan year, the actual support plan cost will be based on the installed software as of 12/31 less any multi-year discount contracted for.</p> | 2018        | 2019        | 2020        | 3 Yr Total  | \$22,311.50  | \$23,092.25 | \$23,900.50 | \$69,304.25 | 2018 | 2019 | 2020 | 2021 | 2022 | 5 Yr Total | \$21,988.25 | \$22,428.00 | \$22,876.75 | \$23,334.25 | \$23,800.75 | \$114,428.00 | <p style="text-align: right;"><b>2018 Pricing</b></p> <p>\$ 21,055.00<br/>           \$ 755.75<br/>           \$ 827.50<br/> <b>Total One Year Quotation Amount \$ 22,638.25</b></p> |
| 2018  | 2019        | 2020        | 3 Yr Total  |             |              |             |             |             |      |      |      |      |      |            |             |             |             |             |             |              |  |
| \$22,311.50   | \$23,092.25 | \$23,900.50 | \$69,304.25 |             |              |             |             |             |      |      |      |      |      |            |             |             |             |             |             |              |  |
| 2018  | 2019        | 2020        | 2021        | 2022        | 5 Yr Total   |             |             |             |      |      |      |      |      |            |             |             |             |             |             |              |  |
| \$21,988.25   | \$22,428.00 | \$22,876.75 | \$23,334.25 | \$23,800.75 | \$114,428.00 |             |             |             |      |      |      |      |      |            |             |             |             |             |             |              |  |

# RESOLUTION REQUEST FORM NO. 10

## Request for Transfer of Funds

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Sheriff's Office

SIGNED:

DATE: 10-20-2017

| <u>FROM CODE</u> | <u>TITLE</u>                     | <u>TO CODE</u> | <u>TITLE</u>                       | <u>AMOUNT</u> |
|------------------|----------------------------------|----------------|------------------------------------|---------------|
| A.3110 110       | Law Enforcement Salaries Regular | A.3110 120     | Law Enforcement Salaries Overtime  | \$50,000.00   |
| A.3110 110       | Law Enforcement Salaries Regular | A.3110 130     | Law Enforcement Part-time Salaries | \$30,000.00   |

Please state reason for transfers requested:

### CONTINGENT FUND TRANSFER REQUESTS

| <u>FROM CODE</u> | <u>TITLE</u>  | <u>TO CODE</u> | <u>TITLE</u> | <u>AMOUNT</u> |
|------------------|---|----------------|--------------|---------------|
| A.1990 469       | Contingent Account-<br>Other Payments/Contributions |                |              |               |

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.