<u>Criminal Justice Committee</u>
<u>District Attorney Office</u>
<u>AGENDA</u>
February 24, 2020

Committee Members: SEEBER, Leggett, Beaty, Diamond, Driscoll, McDevitt and Shepler

I.   Committee meeting called to order by Chairman

II.   Motion to approve minutes of prior Committee meeting

III.   Action Agenda/New Business

1.   Request to amend resolution 374 of 2019
        Rationale: to reflect the memorandum of understanding between the New York
        Prosecutors Training Institute, Inc., and the Warren County District Attorney's Office,
        for use of the prosecutors case management system and the digital evidence
        management system.

IV.   Referral/Pending Items

V.   Information for Discussion/Review

1. Request to update the committee on criminal justice reform.

2. Request to speak to the committee about the Crime Victim's Rights Breakfast as well as
    the impact that the new criminal justice reform laws have on the Crime Victims
    Assistance Program.

(List here budget reports, annual reports, project reports, business activity, updates, photos of
projects, etc. - whatever you normally report on to Committee)

VI.   Privilege of the Floor to discuss any additional items to come before the Committee

VI.   Motion to adjourn

Attachments
        1. Resolution Request Form No. 4, amend resolution
        2. Memorandum of Understanding NYPTI PCMS/DEMS
        3. Resolution 374 of 2019
        4. NYPTI Invoice

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: District Attorney's Office

DATE: February , 2020

(a) Purpose of Contract Change: **Amend the resolution to reflect the memorandum of understanding's language pertaining to usage, for the digital evidence management system. The annual cost may vary depending on digital content.**

(b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **374 of 2019**

(c) Name of Contractor: **New York Prosecutors Training Institute, Inc.**

(d) Address of Contractor: **107 Columbia Street, Albany, NY 12210**

(e) Contractor's Contact Person and Telephone Number: **Susan Valle 518-432-1100**

(f) Commencement Date of Extension: **N/A**

(g) Termination Date of Extension: **N/A**

(h) Payment Provisions: i) lump sum amount
                                      ii) hourly rate amount
                                      iii) total amount not to exceed
                                      iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.

(i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount: **A.1165 470 Contract**

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

MEMORANDUM OF UNDERSTANDING:

LICENSE, COOPERATION, CONFIDENTIALITY,
SERVICE-LEVEL AGREEMENT, AND TERMS OF USE FOR PCMS/DEMS

This memorandum of understanding (MOU), of the New York Prosecutors Training Institute, Inc. (NYPTI), and the Warren County District Attorney's Office (DA), is effective when signed by both parties.

I. BACKGROUND AND GENERAL TERMS OF THE MOU:

This MOU defines the terms, conditions and scope of the agreement between the parties as to the DA's use of NYPTI's Prosecutors Case Management System (PCMS) and NYPTI's Digital Evidence Management System (DEMS) and supersedes any prior agreements or understandings. This MOU may be amended only in writing if both parties agree and shall continue in effect until superseded or terminated. This MOU does not give the DA any rights to use PCMS/DEMS beyond that set forth in · this MOU.

Nondisclosure and Confidentiality
Except as may be required by law, both parties agree that any confidential information learned by either party, their officers, agents, employees, and subcontractors, including information contained within PCMS/DEMS, will not be disclosed to third parties.

The DA's agents, employees, and subcontractors are not permitted to share NYPTI's trade secrets, PCMS/DEMS screen shots, or any information concerning NYPTI's operation, procedures, policies, and systems with any third party.

DA Owns ALL Data and Content

The DA controls and owns all right, title, and interest in and access to DA Data and Content. NYPTI obtains no interest in or possession of DA Content and DA Content are not NYPTI business records. DA is solely responsible for the uploading, sharing, withdrawal, managing, editing, archiving and deleting DA Content. NYPTI will have limited access to DA content solely to provide supporting· PCMS/DEMS services to the DA. The DA represents that the DA owns all DA Content and that none of the DA's Content or DA users' use of DA Content or NYPTI Services will violate this Agreement or applicable laws.

Governing Law
Any claim arising under this MOU shall be governed by the laws of the State of New York without regard to conflict of law provisions.

Term of MOU
This MOU remains in effect while the DA uses PCMS/DEMS, until superseded by another agreement, or until one party gives the other written notice that the MOU shall be terminated on a specific date that will be at least 30 days after the notice date.

II. LICENSING, TECHNICAL SUPPORT, DATA, AND TRAINING

NYPTI will:

A. Provide a license for DA to use PCMS/DEMS.

B. Provide the DA with PCMS/DEMS technical support and up to two days of training by telephone, email, in person, or by remote assistance, as deemed appropriate by the parties.

C. Notify the DA of any improvements and enhancements made to PCMS/DEMS and provide appropriate technical support and web-based training regarding the changes, if the DA requests.

D. Occasionally perform planned and unplanned maintenance on PCMS/DEMS. NYPTI will provide notice to the DA if maintenance is expected to cause an interruption in PCMS/DEMS service. Notice will typically be by a post on the PCMS/DEMS login screen or by e-mail.

E. Make all reasonable efforts to ensure that PCMS/DEMS is operational during normal business hours.

F. Invoice the DA yearly for base storage with quarterly invoices for increased data storage amounts according to the schedule in Section V.

DA will:

A. Provide NYPTI with regular feedback and information about PCMS/DEMS and any customization(s) of PCMS/DEMS the DA creates.

B. Enter all relevant data and ensure that DA staff enters data properly to maximize the DA's use of PCMS/DEMS. The DA understands that accurate and complete data is required to maximize PCMS/DEMS features and reports. Regarding this data:

    i. The DA data entered in or uploaded to PCMS/DEMS remains the DA's data. The DA is solely responsible for the quality and integrity of the data input in PCMS/DEMS.

    ii. The DA is responsible for supplying relevant information that may be in PCMS to meet discovery obligations and other legal requirements.

    iii. The DA may use the report generation tools of PCMS/DEMS or arrange with NYPTI to receive a copy of their data to use with other reporting tools. Special data requests may result in increased cost to the DA.

C. Send appropriate DA staff to regular PCMS/DEMS training sessions to help DA get the most out of PCMS/DEMS and to provide NYPTI with useful feedback.

D. Be able to use but not rely exclusively on document templates provided by NYPTI in PCMS/DEMS and not consider these templates as substitutes for the DA's own independent review, research and thoughtful consideration.

III. SECURITY AND INTEGRITY

NYPTI and the DA agree to make all reasonable efforts to maintain the security and integrity of PCMS/DEMS. The parties further agree that any confidential information concerning the PCMS/DEMS program learned by either party will remain confidential and not be shared with anyone outside NYPTI and the DA. To help ensure system security:

A. NYPTI will employ 256-bit encryption (on cloud-based applications), two-factor authentication, and take all reasonable steps to authenticate PMCS users and secure PCMS/DEMS from unwanted users.

B. Implement detailed server logging to detect intrusions, identify application updates, and help NYPTI identify issues.

C. NYPTI has made reasonable efforts to secure its premises (including 24/7 video surveillance and alarm systems) to secure all NYPTI servers and computers. NYPTI hosts applications on cloud servers outside NYPTI.

D. DA will take all reasonable efforts to secure its premises and devices that access PCMS/DEMS.

E. DA agrees to maintain the confidentiality of all information concerning NYPTI's operation, procedures, policies, and systems.

F. NYPTI and the DA will work together to train users on best practices for maintaining security.

G. NYPTI and the DA will each regularly update their own computer systems to ensure the latest security patches are in place.

H. The DA is responsible for supporting any and all questions from police/non-DA users who access DEMS and knows NYPTI will not support or answer PCMS/DEMS questions from police and non-DA users.

NYPTI uses Amazon Web Services to host PCMS and DEMS in the cloud. For questions about uptimes/durability of data see: https://aws.amazon.com/eks/sla/ and https://aws.amazon.com/legal/service-level-agreements/ and

V. USAGE CHARGES

Data Storage

NYPTI has instituted the following two-tiered cost structure for data storage. In addition to data storage, NYPTI's pricing also includes the costs related to system administration, data processing, e-discovery tools, data security, and future enhancements.

For jurisdictions with populations under 500,000, NYPTI will charge $110.00 per month for each terabyte (TB) of data stored in DEMS (see below for sample pricing tiers). NYPTI is working toward a lower cost storage solution that may lower the DA costs for content stored in DEMS for more than a year. Archiving content will be DA's responsibility.

Minimum Data	Maximum Data	Monthly Cost
0 GB	999.99GB	$110
1.0 TB	1.99 TB	$220
2.0 TB	2.99 TB	$330

NYPTI anticipates that storage and application processing costs for counties with populations of 500,000 or more will be higher because of additional server and processing requirements but currently lacks sufficient data to determine pricing for these counties.

Automated Computer Transcription:

Automated computer transcription is an optional service in DEMS. Accuracy of computerized transcription depends on the quality of the files and clarity of the speakers. Generally, if you can't understand the speaker in a recording neither will the computer. The accuracy of computerized transcription is typically about 50% and should be used only as a starting point of a full and accurate transcription. It can be used to search for key words in a recording.

Multi-media transcription services are priced in one-hour increments. DA must pre-pay at a rate of $500 for 150 hours of transcription. Transcriptions services will be suspended when a DA has 5 hours remaining of their pre-paid transcription.

VI. PAYMENT FOR USAGE

NYPTI will invoice the DA on a yearly basis for DEMS services under this MOU, beginning September 1, 2019 based on the current amount of storage being used in DEMS and the DA shall, within 40 business days, pay NYPTI the invoiced amount. NYPTI will also bill quarterly when DA's storage exceeds initial allotment and the DA must pay these invoices within 40 days.

NYPTI reserves the right to turn off access to the DA's cloud storage for lack of payment.

If the DA chooses to terminate DEMS services, or requires additional copies of their data, the DA will pay NYPTI the additional costs of bulk downloading, which NYPTI does not currently know but expects to cost about $250 per TB.

VII. WARRANTY, LIABILITY, AND TERMINATION

Warranty

NYPTI provides PCMS/DEMS on an "as is" basis, and the DA uses PCMS/DEMS at its own risk. NYPTI makes no warranties, expressed or implied, and disclaims and negates all other warranties. Further, NYPTI does not warrant that PCMS/DEMS will be error free. NYPTI is not responsible for the contents of any sites linked from PCMS/DEMS and the DA uses these sites at his or her own risk. Including a link in PCMS/DEMS does not imply NYPTI endorses that site.
**Liability**

Neither party will be liable under any contract, tort, negligence, strict liability, or other theory for any incidental, consequential, indirect, exemplary, punitive, or special damages of any nature, in each case

whether or not such losses were foreseeable by such party. NYPTI shall not be liable for any damages (including, without limitation, damages for loss of data, or due to business interruption,) stemming from using or the inability to use PCMS/DEMS, even if NYPTI is notified of the possibility of such damage.

The DA agrees to defend, indemnify and hold NYPTI, its directors, officers, members, employees, and contractors harmless from any and all third-party claims, liabilities, losses, damages, expenses, or causes of action, including, without limitation, reasonable legal fees and expenses arising from or in connection with the DA's use of PCMS/DEMS.
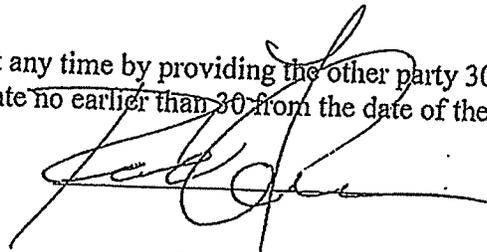
Termination

This MOU may be terminated by either party at any time by providing the other party 30-days written notice of intent to terminate with an effective date no earlier than 30 from the date of the notice.
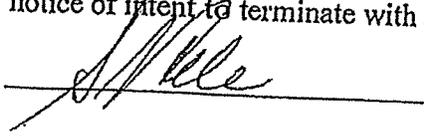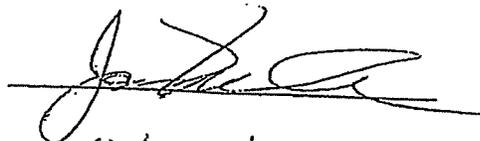
Date: September 10, 2019

Susan Valle
NYPTI Executive Director

Date: 1-29-19

Ronald F. Conover
Chairman, Warren County Board of Supervisors

Date: 9/06/19

Jason Carusone
District Attorney

Approved as to Form:

Warren County Attorney

DRAFT
Warren County Board of Supervisors

RESOLUTION NO. 374 OF 2019

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

AUTHORIZING AGREEMENT WITH THE NEW YORK STATE PROSECUTORS TRAINING INSTITUTE TO PROVIDE DIGITAL STORAGE FOR FILES IN THE PROSECUTOR CASES MANAGEMENT SYSTEM AND RATIFYING THE ACTIONS OF THE CHAIRMAN OF THE BOARD IN EXECUTING SAME

WHEREAS, the District Attorney has requested that the County enter into an agreement with the New York State Prosecutors Training Institute to provide digital storage for files in the Prosecutor Cases Management System, in an amount not to exceed One Thousand Three Hundred Twenty Dollars ($1,320), for a term commencing September 1, 2019 and terminating upon thirty (30) days written notice by either party, and

WHEREAS, the District Attorney has advised the Chairman of the Board signed said agreement with the New York State Prosecutors Training Institute before the September 20, 2019 Board of Supervisors meeting and has asked that the actions of the Chairman be ratified regarding same, now, therefore, be it

RESOLVED, that the Board of Supervisors hereby authorizes an agreement with the New York State Prosecutors Training Institute, 107 Columbia Street, Albany, New York 12210, to provide digital storage for files in the Prosecutor Cases Management System, in an amount not to exceed One Thousand Three Hundred Twenty Dollars ($1,320), for a term commencing September 1, 2019 and terminating upon thirty (30) days written notice by either party, in the form approved by the County Attorney, and does ratify the actions of the Chairman of the Board in signing for said agreement before the resolution was approved, and be it further

RESOLVED, that said funds shall be expended from Budget Code A.1165 470 District Attorney, Contract.

www.NYPTI.org

Fed ID#: 11-3289827

INVOICE

December 1, 2019

Hon. Jason Carusone
Warren County District Attorney
1340 State Route 9
Lake George, NY 12845

As per our MOU with the Warren County District Attorney's Office executed on 9/10/2019 we are requesting payment for your county's utilization of NYPTI's Digital Evidence Management System (DEMS). The annual usage charge billed is based on the amount of storage utilized by your county on November 30, 2019.

Annual Cost per Terabyte (TB) of Storage ($110/month)	$1,320
Number of TB's used at 11/31/2019	
	x 2
Total Annual Usage Charge	**$2640**
☐ Add Optional 150 Hours of Transcription	500
Total Including Transcription Service	**$ 3140**

Please submit payment to: New York Prosecutors Training Institute, Inc.
107 Columbia Street
Albany, NY 12210
Attn: Laura Peletier

From:	Sean Smith <sean.smith@nypti.org>
Sent:	Monday, February 24, 2020 9:36 AM
To:	Carusone, Jason
Cc:	McDonald, Paulette
Subject:	RE: Digital Evidence Management System

District Attorney:

Your understanding is correct. Your office's feedback throughout 2018 and 2019 as NYPTI developed DEMS was instrumental to creating the vital tool counties have today. Thank you!

If NYPTI can ever be of assistance please feel free to contact us.

Thank you again,

Sean Smith
Deputy Director
New York Prosecutors Training Institute
107 Columbia Street
Albany, NY 12210
Phone: (518) 432-1100 x207
sean.smith@nypti.org
www.nypti.org

From: Carusone, Jason <carusonej@warrencountyny.gov>
Sent: Monday, February 24, 2020 9:25 AM
To: Sean Smith <sean.smith@nypti.org>
Cc: McDonald, Paulette <mcdonaldp@warrencountyny.gov>
Subject: Digital Evidence Management System

Sean,

Thanks again for all the assistance you have provided to our office in response to the criminal justice reforms.

I am writing to confirm our conversation about Digital Evidence Management System (hereinafter DEMS).
It is my understanding that Warren County, who has been a Beta site for PCMS / DEMS, will be billed for a period starting January 1st of each year and ending December 31st of each year. An unbilled portion of 2019 will be waived by NYPTI. Billing will be consistent with the memorandum of understanding VI. PAYMENT FOR USAGE. Initial billing will be based on current terabyte usage and adjusted quarterly if and when storage enters a higher tier.

I really appreciate everything you have done to assist prosecutors with these new demands. Thank you,

Jason

Jason M. Carusone
District Attorney
Warren County

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