

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE
SHERIFF AGENDA
FEBRUARY 22, 2023

COMMITTEE MEMBERS: Supervisors Geraci, Conover, McDevitt, Driscoll, Magowan, Leggett, Vacant and Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 - 1. Request: Amend Resolution No. 113 of 2019 to authorize payment to Tyler Technologies for maintenance and support of Sheriff's Office computer aided dispatch (CAD) and law enforcement records management system (LERMS) software.
Rationale: Resolution No. 113 of 2019 authorizes payment for the service in an amount not to exceed \$62,584.62 which was the fee in 2020. It is necessary to update the amount not to exceed \$71,759.77 for 2023 and add a provision authorizing the Sheriff's Office to continue with the agreement and complete annual payments to Tyler Technologies, so long as the fee does not increase by more than 10% annually.
 - 2. Request: Amend the Queensbury Union Free School District school resource officer agreement.
Rationale: An amendment is necessary to provide for additional funding from the Queensbury Union Free School District as the school has requested the Sheriff's Office provide additional services (*more hours daily*).
- IV. Discussion Items:
- V. Referrals/Pending Items:
- VI. Privilege of the floor and public comment
- VII. Motion to adjourn

-
- Attachments: 1. Resolution Request Form No. 20 - Miscellaneous (Tyler Technologies)
2. Resolution Request Form No. 4 - Request to Amend Existing Contract (Qby SRO)

RESOLUTION REQUEST FORM NO. 20

Miscellaneous

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

DEPARTMENT NAME: Sheriff

DATE: February 22, 2023

- (a) **Purpose of Request:** Amend Resolution No. 113 of 2019 to authorize payment to Tyler Technologies for maintenance and support of Sheriff's Office computer aided dispatch (CAD) and law enforcement records management system (LERMS) software.
- (b) **Details:** Resolution No. 113 of 2019 authorizes payment for the service in an amount not to exceed \$62,584.62 which was the fee in 2020. It is necessary to update the amount not to exceed \$71,759.77 for 2023 and add a provision authorizing the Sheriff's Office to continue with the agreement and complete annual payments to Tyler Technologies, so long as the fee does not increase by more than 10% annually.
- (c) **Previous Resolution Number:** Resolution No. 113 of 2019
- (d) **Where are Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:** N/A

* as listed in budget and LOGOS

LaFarr, Jim

From: Curren, Carla <currenc@warrencountyny.gov>
Sent: Tuesday, January 31, 2023 2:39 PM
To: LaFarr, Jim
Cc: Comeau, Terry; Patry, Megan M; Turcotte, Amy; Jeremy Scrim
Subject: RE: Tyler Technologies
Attachments: Tyler 305-A-192a.pdf

Jim,

It's very confusing. As I look at this again I think that this payment is based on contract #305-A-192a, resolution 2019/113 (I wrote the wrong info on the invoice I sent back). That contract states that by paying the invoice at their then current rates you agree to renew the contract (page 2 paragraph 1 of Exhibit 1) however the resolution only authorizes one renewal agreement for 2020 with a not to exceed amount of \$62,584.62. I believe you just need a new resolution authorizing the current amount and I would suggest it have language that states no further resolution is required to pay future invoices as long as they don't increase more than 10%. It looks like the last couple years increased by 5%, but if you have a larger buffer it would lessen the need to get further resolutions in the future. Someone familiar with the service should verify that I am correct before you go to committee.

Carla Curren, CIA
Warren County Auditor
1340 State Route 9
Lake George, NY 12845
518-761-6413
currenc@warrencountyny.gov

From: LaFarr, Jim <Jim.LaFarr@WarrenCountySheriffNY.us>
Sent: Tuesday, January 31, 2023 2:04 PM
To: Curren, Carla <currenc@warrencountyny.gov>
Cc: Comeau, Terry <Terry.Comeau@warrencountysheriffny.us>; Patry, Megan (Sheriff) <Megan.Patry@WarrenCountySheriffNY.us>; Turcotte, Amy <TurcotteA@warrencountyny.gov>; Scrim, Jeremy <scrimj@warrencountyny.gov>
Subject: Tyler Technologies

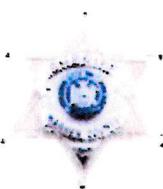
Carla,

Good afternoon. I am hoping you may be able to offer guidance on an invoice we received from Tyler and a revision that is required that will allow us to complete payment. Prior to her retirement Monica shared the attached invoice with Megan and stated that it could not be paid without an amendment to a resolution. There's a note on the invoice that references two different resolutions. This may be something that should be obvious for me, but I can't figure it out.

When I searched WCEAS there are six agreements with Tyler Technologies and the Sheriff's Office. Three of the agreements; 305-A-192, 305-A-192a, and 305-A-170 have terms that state the agreements remain in full force and effect unless amended or until terminated. These three agreements reference two resolutions; No. 400 of 2017 and No. 433 of 2017. I struggle with WCEAS trying to decipher which contracts are current with so many expired contracts listed.

I am hopeful you can provide guidance on which agreement/resolution needs to be updated and, if you are aware, how the update should read? I appreciate any assistance you could offer.

Thank you,
Jim



Sheriff Jim LaFarr
Warren County Sheriff's Office
1400 State Route 9
Lake George NY 12845
(518) 743-2518

This electronic message contains information that may be legally confidential and/or privileged. The information contained herein is intended solely for the individual or entity named above and access by others is unauthorized. If you are not the intended recipient, any disclosure, distribution, copying or use of contents is prohibited and may be unlawful. If you have received this transmission in error please reply to the sender immediately and delete the message.



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-133201	01/01/2023	1 of 2

See Note Field for Invoices Without Required Purchase Order Memo

Questions:
Tyler Technologies- Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com



Bill To: WARREN COUNTY, NY SHERIFFS DEPARTMENT
1400 STATE ROUTE 9
LAKE GEORGE, NY 12845-3434

Ship To: WARREN COUNTY, NY SHERIFFS DEPARTMENT
1400 STATE ROUTE 9
LAKE GEORGE, NY 12845-3434

*305-A-192
2018/311 2017/400*

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50278 - 200 - 200	22896		USD	NET30	01/31/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Warren County, NY				
	New World Enterprise Combined LE/Fire/EMS CAD Standard Maintenance Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	6	3,662.20	21,973.20
	New World Enterprise Third Party Interface Standard Maintenance - E-911 Interface Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	2,253.42	2,253.42
	New World Enterprise Third Party Interface Standard Maintenance - On-Line CAD Interface to State/NCIC Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	1,972.36	1,972.36
	New World Enterprise Third Party Interface Standard Maintenance Pre-Arrival Questionnaire Interface Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	2,080.06	2,080.06
	Additional New World Enterprise Standard Maintenance for CAD - Service Vehicle Rotation Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	2,253.42	2,253.42
	New World Records MSP View/Inquiry Standard Maintenance Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	30	130.33	3,909.90
	Additional New World Software for LE Records Standard Maintenance - Case Management Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	1,563.78	1,563.78
	Additional New World MSP for CAD Standard Maintenance - Data Analysis/Crime Mapping/Mgmt Reporting Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	3,910.03	3,910.03
	Additional New World Software for LE Records Standard Maintenance - Gun Permits and Registrations Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	1,563.78	1,563.78
	Additional New World Software for LE Records Standard Maintenance - Index Cards Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	1,563.78	1,563.78
	New World Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	3,128.76	3,128.76
	New World Enterprise Multi-Jurisdiction Law Enforcement CAD Standard Maintenance Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	18	718.12	12,926.16
	Additional New World Software for LE Records Standard Maintenance - Property Room Bar Coding Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	1,563.78	1,563.78
	New World Enterprise Third Party Interface Standard Maintenance - New World State/NCIC Interface Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	2,867.54	2,867.54
	New World Imaging Standard Maintenance - LE Public Safety Lineups/Mug Shots Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	4,692.53	4,692.53
	New World Decision Support Base Datamart Standard Maintenance Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	1	0.00	0.00



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-133201	01/01/2023	2 of 2

Questions:
Tyler Technologies- Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: WARREN COUNTY, NY SHERIFFS DEPARTMENT
1400 STATE ROUTE 9
LAKE GEORGE, NY 12845-3434

Ship To: WARREN COUNTY, NY SHERIFFS DEPARTMENT
1400 STATE ROUTE 9
LAKE GEORGE, NY 12845-3434

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50278 - 200 - 200	22896		USD	NET30	01/31/2023

Date	Description	Units	Rate	Extended Price
	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users Maintenance Start: 01/Jan/2023, End: 31/Dec/2023	2	986.17	1,972.34
Contract No.: Warren County, NY				
	New World Third Party Maintenance - ArcGIS Advanced Enterprise Server Integration Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	1,303.75	1,303.75
	New World Third Party Maintenance - ArcGIS Runtime CAD Desktop Workstations Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	6	43.53	261.18
	Performance Dashboard Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	0.00	0.00

****ATTENTION****
Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	71,759.77
Sales Tax	0.00
Invoice Total	71,759.77

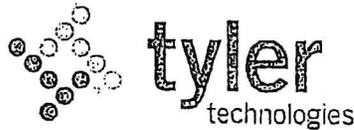


Exhibit C
Maintenance and Support Agreement

We will provide 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 Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date (unless another date is listed in the Investment Summary), 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, unless the parties mutually agree to some other notice period. 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 Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. 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.
 - 2.1 Your annual Maintenance and Support Fees may be further increased by agreement of both parties with respect to (a) maintenance and support of specific custom enhancements requested by you. You will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fees without affecting your entitlement to receive the remainder of any Version Release in which such enhancement is offered.
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 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 provide telephone support during our established support hours;



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced upon the day we make the Tyler Software available for you to download.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for six months from the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services. Implementation and other professional services (including training) are billed and invoiced on a fixed fee basis in accordance with the following milestones, at the rates set forth in the Investment Summary.

Site visit	10%
Software installation	10%
Delivery of training database	40%
Training completed	30%
Use of Tyler Software in live production	10%

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.



Exhibit C Maintenance and Support Agreement

We will provide 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 Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date (unless another date is listed in the Investment Summary), 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, unless the parties mutually agree to some other notice period. 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 Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. 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.
 - 2.1 Your annual Maintenance and Support Fees may be further increased by agreement of both parties with respect to (a) maintenance and support of specific custom enhancements requested by you. You will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fees without affecting your entitlement to receive the remainder of any Version Release in which such enhancement is offered.
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 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 provide telephone support during our established support hours;



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

- 1.1 *License Fees:* License fees are invoiced upon the day we make the Tyler Software available for you to download.
- 1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for six months from the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services. Implementation and other professional services (including training) are billed and invoiced on a fixed fee basis in accordance with the following milestones, at the rates set forth in the Investment Summary.

Site visit	10%
Software installation	10%
Delivery of training database	40%
Training completed	30%
Use of Tyler Software in live production	10%

3. Third Party Products.

- 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

RESOLUTION REQUEST FORM NO. 4***Request for Extending, Rescinding or Amending Existing Contract*****DEPARTMENT NAME:** Sheriff**DATE:** February 22, 2023

- (a) **Purpose of Contract Change:** Increase the contract amount with Queensbury Union Free School District from \$130,000 to \$135,000. The school district requested additional services, more hours daily, and the amendment is necessary to provide the funding to support their request.
- (b) **Resolution Number, or Numbers if Amended, which Authorized the Original Contract:** TBD
- (c) **Name of Contractor:** Queensbury Union Free School District
- (d) **Address of Contractor:** 425 Aviation Road, Queensbury NY 12804
- (e) **Contractor's Contact Person and Telephone Number:** Kyle Gannon
Superintendent
(518) 824-5600
- (f) **Commencement Date of Extension:** 08/29/2022
- (g) **Termination Date of Extension:** 06/30/2023
- (h) **Payment Provisions:** i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed \$135,000
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.3120.1002 2260 School Resource Officers - Queensbury School District
Public Safety - Other Govt
- Sample: A.3110 470 General Sheriff's Law Enforcement - Contract \$ xx.xx
Capital Project No. H289.9550 480 - Old Jail Renovations \$xx.xx

* as listed in budget and LOGOS