



|         |      |  |
|---------|------|--|
|         |      | Notes:   |
| J/B/R   | G/17 | RESOLUTION AUTHORIZING THE PURCHASE OF SPIKE/STAB RESISTANT VEST OUTER COVERS - OFFICE OF THE RENSSELAER COUNTY SHERIFF<br><br>Motion Made By:<br>Seconded By:<br>Moved:<br><br>Notes: |
| C/J/B/R | G/18 | RESOLUTION AUTHORIZING A LICENSE AND SERVICE AGREEMENT WITH TYLER TECHNOLOGIES - BUREAU OF PUBLIC SAFETY<br><br>Motion Made By:<br>Seconded By:<br>Moved:<br><br>Notes:                |
|         |      |  |
|         |      |  |
|         |      |  |

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Wysocki, Patire, Zalewski

Sent To: Personnel

Committee

Date October 10, 2023

Resolution No. G/1

**RESOLUTION AUTHORIZING TENTATIVE SETTLEMENT AGREEMENT BETWEEN THE COUNTY OF  
RENSSELAER AND RENSSELAER COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT  
ASSOCIATION - BUREAU OF HUMAN RESOURCES**

**WHEREAS**, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS**, The County of Rensselaer and the Rensselaer County Deputy Sheriff's Police Benevolent Association, referred to hereafter as "PBA" or "the union", have been engaged in negotiations to arrive at a successor agreement to the collective bargaining agreement between the parties that expires December 31, 2023; and

**WHEREAS**, The parties reached a tentative settlement agreement dated September 13, 2023 ("TSA"), which is subject to ratification by the membership of the union local and approval by this Legislature; and

**WHEREAS**, The County Executive has recommended approval of such agreement and has requested the authority to execute on behalf of the County, a collective bargaining agreement with the union for the period January 1, 2024 through December 31, 2027, which incorporates by reference, the terms and conditions of the aforesaid TSA; now, therefore, be it

**RESOLVED**, That the Rensselaer County Executive, or his designee, shall be and is hereby authorized to execute the above-referenced collective bargaining agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

**Ayes:**

**Nays:**

**Abstain:**

**October 10, 2023**

Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

Clerk of the Legislature



Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

County Executive

**Deputy Sheriff**

|               | Effective<br>1/1/23<br>(+2.0%) | Effective<br>1/1/24<br>(+ base inc.) | Effective<br>1/1/25<br>(+3%) | Effective<br>1/1/26<br>(+3%) | Effective<br>1/1/27<br>(+3%) | Increase<br>from '23<br>to '24 | Increase<br>from '24<br>to '25 | Increase<br>from '25<br>to '26 | Increase<br>from '26<br>to '27 |
|---------------|--------------------------------|--------------------------------------|------------------------------|------------------------------|------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Start         | \$55,165                       | \$60,165                             | \$61,970                     | \$63,829                     | \$65,744                     | 9%                             | 3%                             | 3%                             | 3%                             |
| After 1 year  | \$57,847                       | \$62,847                             | \$64,732                     | \$66,674                     | \$68,675                     | 9%                             | 3%                             | 3%                             | 3%                             |
| After 2 years | \$61,214                       | \$66,214                             | \$68,200                     | \$70,246                     | \$72,354                     | 8%                             | 3%                             | 3%                             | 3%                             |
| After 3 years | \$64,058                       | \$69,058                             | \$71,130                     | \$73,264                     | \$75,462                     | 8%                             | 3%                             | 3%                             | 3%                             |
| After 4 years | \$66,905                       | \$71,905                             | \$74,062                     | \$76,284                     | \$78,573                     | 7%                             | 3%                             | 3%                             | 3%                             |
| After 5 years | \$69,750                       | \$74,750                             | \$76,993                     | \$79,302                     | \$81,681                     | 7%                             | 3%                             | 3%                             | 3%                             |
| After 6 years | \$72,499                       | \$81,185                             | \$83,620                     | \$86,129                     | \$88,712                     | 12%                            | 3%                             | 3%                             | 3%                             |

**Deputy Sheriff Investigator**

|               | Effective<br>1/1/23<br>(+2.0%) | Effective<br>1/1/24<br>(+\$2,500 over<br>Deputy) | Effective<br>1/1/25<br>(+3%) | Effective<br>1/1/26<br>(+3%) | Effective<br>1/1/27<br>(+3%) | Increase<br>from '23<br>to '24 | Increase<br>from '24<br>to '25 | Increase<br>from '25<br>to '26 | Increase<br>from '26<br>to '27 |
|---------------|--------------------------------|--|------------------------------|------------------------------|------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Start         | N/A                            | \$62,665   | \$64,545                     | \$66,481                     | \$68,476                     | 14%                            | 3%                             | 3%                             | 3%                             |
| After 1 year  | N/A                            | \$65,347   | \$67,307                     | \$69,327                     | \$71,406                     | 13%                            | 3%                             | 3%                             | 3%                             |
| After 2 years | N/A                            | \$68,714   | \$70,775                     | \$72,899                     | \$75,086                     | 12%                            | 3%                             | 3%                             | 3%                             |
| After 3 years | N/A                            | \$71,558   | \$73,705                     | \$75,916                     | \$78,193                     | 12%                            | 3%                             | 3%                             | 3%                             |
| After 4 years | N/A                            | \$74,405   | \$76,637                     | \$78,936                     | \$81,304                     | 11%                            | 3%                             | 3%                             | 3%                             |
| After 5 years | N/A                            | \$77,250   | \$79,568                     | \$81,955                     | \$84,413                     | 11%                            | 3%                             | 3%                             | 3%                             |
| After 6 years | N/A                            | \$83,685   | \$86,195                     | \$88,781                     | \$91,444                     | 15%                            | 3%                             | 3%                             | 3%                             |

**Deputy Sheriff Sergeant**

|               | Effective<br>1/1/23<br>(+2.0%) | Effective<br>1/1/24<br>(+\$8,500 over<br>Deputy) | Effective<br>1/1/25<br>(+3%) | Effective<br>1/1/26<br>(+3%) | Effective<br>1/1/27<br>(+3%) | Increase<br>from '23<br>to '24 | Increase<br>from '24<br>to '25 | Increase<br>from '25<br>to '26 | Increase<br>from '26<br>to '27 |
|---------------|--------------------------------|--|------------------------------|------------------------------|------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Start         | \$61,715                       | \$68,665   | \$70,725                     | \$72,847                     | \$75,032                     | 11%                            | 3%                             | 3%                             | 3%                             |
| After 1 year  | \$64,394                       | \$71,347   | \$73,487                     | \$75,692                     | \$77,963                     | 11%                            | 3%                             | 3%                             | 3%                             |
| After 2 years | \$67,764                       | \$74,714   | \$76,955                     | \$79,264                     | \$81,642                     | 10%                            | 3%                             | 3%                             | 3%                             |
| After 3 years | \$70,606                       | \$77,558   | \$79,885                     | \$82,281                     | \$84,750                     | 10%                            | 3%                             | 3%                             | 3%                             |
| After 4 years | \$73,454                       | \$80,405   | \$82,817                     | \$85,302                     | \$87,861                     | 9%                             | 3%                             | 3%                             | 3%                             |
| After 5 years | \$76,299                       | \$83,250   | \$85,748                     | \$88,320                     | \$90,970                     | 9%                             | 3%                             | 3%                             | 3%                             |
| After 6 years | \$79,048                       | \$89,685   | \$92,375                     | \$95,146                     | \$98,001                     | 13%                            | 3%                             | 3%                             | 3%                             |

**Deputy Sheriff Sergeant Investigator**

|               | Effective<br>1/1/23<br>(+2.0%) | Effective<br>1/1/24<br>(+\$2,500 over<br>Sergeant) | Effective<br>1/1/25<br>(+3%) | Effective<br>1/1/26<br>(+3%) | Effective<br>1/1/27<br>(+3%) | Increase<br>from '23<br>to '24 | Increase<br>from '24<br>to '25 | Increase<br>from '25<br>to '26 | Increase<br>from '26<br>to '27 |
|---------------|--------------------------------|--|------------------------------|------------------------------|------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Start         | N/A                            | \$71,165   | \$73,300                     | \$75,499                     | \$77,764                     | 15%                            | 3%                             | 3%                             | 3%                             |
| After 1 year  | N/A                            | \$73,847   | \$76,062                     | \$78,344                     | \$80,695                     | 15%                            | 3%                             | 3%                             | 3%                             |
| After 2 years | N/A                            | \$77,214   | \$79,530                     | \$81,916                     | \$84,374                     | 14%                            | 3%                             | 3%                             | 3%                             |
| After 3 years | N/A                            | \$80,058   | \$82,460                     | \$84,934                     | \$87,482                     | 13%                            | 3%                             | 3%                             | 3%                             |
| After 4 years | N/A                            | \$82,905   | \$85,392                     | \$87,954                     | \$90,593                     | 13%                            | 3%                             | 3%                             | 3%                             |
| After 5 years | N/A                            | \$85,750   | \$88,323                     | \$90,972                     | \$93,701                     | 12%                            | 3%                             | 3%                             | 3%                             |
| After 6 years | N/A                            | \$92,185   | \$94,950                     | \$97,799                     | \$100,732                    | 17%                            | 3%                             | 3%                             | 3%                             |

Average Police Top Salaries

| 2023      | 2024      |
|-----------|-----------|
| \$ 81,681 | \$ 83,467 |

Average County Top Salaries

| 2023      | 2024      |
|-----------|-----------|
| \$ 73,078 | \$ 68,961 |
| \$ 73,178 | \$ 76,940 |

Deputy  
Sergeant

Average Police Salaries

| 2023      | 2024      |
|-----------|-----------|
| \$ 69,491 | \$ 70,976 |

Average County Salaries

| 2023      | 2024      |
|-----------|-----------|
| \$ 61,451 | \$ 59,787 |
| \$ 65,743 | \$ 71,521 |

Average between Counties and Police (Top Deputy Salary)

|      |           |      |           |
|------|-----------|------|-----------|
| 2023 | \$ 77,380 | 2024 | \$ 76,214 |
|------|-----------|------|-----------|

Rensco Counter (Longevity/Stipend)

|             |             | Diff        |     |
|-------------|-------------|-------------|-----|
| Years 7-10  | \$ 1,510.00 | \$ 755.00   | 50% |
| Years 11-14 | \$ 2,510.00 | \$ 1,255.00 | 50% |
| Years 15-18 | \$ 3,210.00 | \$ 1,605.00 | 50% |
| Years 19-24 | \$ 4,210.00 | \$ 2,105.00 | 50% |
| Years 25 +  | \$ 4,810.00 | \$ 2,405.00 | 50% |

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

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Sent To: Judiciary & Public Safety

Committee

Date October 10, 2023

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Resolution No. G/3

## RESOLUTION AUTHORIZING PURCHASE OF ONE COPIER/SCANNER/PRINTER/FAX MACHINE - PUBLIC DEFENDER

**WHEREAS**, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS**, The Rensselaer County Public Defender, the Rensselaer County Conflict Defender and the Rensselaer County Attorney received a five-year grant award totaling \$7,397,153.61 from the New York State Office of Indigent Legal Services, for the period commencing April 1, 2018 through March 31, 2023, pursuant to the authority granted by Resolution no. G/312/19; and

**WHEREAS**, Said grant contract has been extended to March 31, 2024, pursuant to the authority granted by Resolution no. G/135/23; and

**WHEREAS**, The grant award provides for funds for office upgrades, including the purchase of new and replacement office equipment, computers, related technology and software, and programming for the Public Defender; and

**WHEREAS**, The Public Defender is requesting authorization to purchase a second new copy/scanner/printer/fax machine from Northco for the sum of \$9,838.00 (including delivery and installation) to properly outfit the expanded office space for the Public Defender at 1600 Seventh Avenue, Troy, New York; and

**WHEREAS**, The purchase by the Public Defender of the aforementioned equipment will be funded with grant monies under appropriation code A.1170.02400 HH.D1Y5 (Other Equipment); and

**WHEREAS**, During calendar year 2023, the Public Defender purchased a new copy/scanner/printer/fax machine from Northco for the sum of \$9,838.00 (including delivery and installation) and now seeks authorization to purchase a second unit for the expanded office space for the Public Defender at 1600 Seventh Avenue, Troy, New York; and

**WHEREAS,** The name and address of the contracting vendor, the start and end date of the contract, the source of funding for the same, and the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, is as follows:

| <b>CONTRACT DESCRIPTION</b>         | <b>VENDOR/ADDRESS</b>                                | <b>APPROPRIATION CODE</b> | <b>AMOUNT OF CONTRACT</b> |
|-------------------------------------|--|---------------------------|---------------------------|
| Purchase of Copier and Installation | Northco Products<br>1612 NY Rte. 7<br>Troy, NY 12180 | A.1170.02400 HH.D1Y5      | \$9,838.00                |

; and

**WHEREAS,** The above purchase is being made in accordance with the policies and procedures set forth in the Rensselaer County Purchasing Guidelines; now, therefore, be it

**RESOLVED,** That the Rensselaer County Executive, or his designee, shall be and hereby is authorized to execute a purchase order for the above-referenced materials and services.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 10, 2023

\_\_\_\_\_  
Clerk of the Legislature

Sent to County Executive\_\_\_\_\_

Received from County Executive\_\_\_\_\_

\_\_\_\_\_  
Clerk of the Legislature



\_\_\_\_\_  
Executive Action

Approved\_\_\_\_\_ Date\_\_\_\_\_

Disapproved\_\_\_\_\_

Veto Message Attached and Returned to Clerk

\_\_\_\_\_  
County Executive



**Justification for SHARP MX-6051**  
**Scanner/Copier/Fax/Printer**

Please allow the purchase of a SHARP BP-70C65 Scanner/Copier/Fax/Printer with peripherals for the expanded Public Defender's office space at 1600 7<sup>th</sup> Avenue, Troy, New York. The office needs this high speed, high quality multi-function unit for the new work space. Furthermore, with the advent of Discovery Reform the Public Defender's Office is receiving dozens of discovery packets every day from the District Attorney. These files range in size from a few hundred pages to tens of thousands of pages. We must purchase this unit to allow the printing, scanning, storage, and backup of new file materials as well as closed files. Please note that this purchase has been approved by the Office of Indigent Legal Services as a legitimate use of Statewide grant funds.

**LEGISLATIVE FISCAL IMPACT  
STATEMENT**

Type of Legislation: Local Law: \_\_\_\_\_ Resolution: \_\_\_\_\_ P Resolution: \_\_\_\_\_

Title of Legislation: **Resolution Authorizing the Purchase and Installation of SHARP BP-70C65 Copier/Fax/Printer/Scanner for The Office of The Public Defender at 1600 7<sup>th</sup> Ave.**

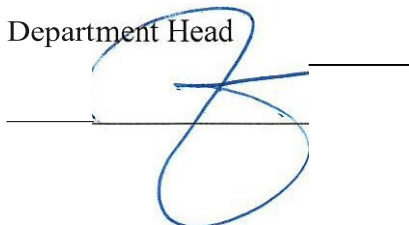
Requested by: **\_ John C. Turi, Public Defender**

Sponsor(s): \_\_\_\_\_

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: **\$9,838 current year**  
**\$ 0.00 ongoing expenses per year**
  
- 2) Method of financing - note all that apply (federal funding, state funding, bonding, tax levy, etc.):  
**Grant Money from The Office of Indigent Legal Services**
  - a) For federal funding: amount \$ \_\_\_\_\_ and length of time federal funding is available \_\_\_\_\_ Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  
  - b) For state funding: amount **\$204,554.85** and length of time state funding is available: Grant expires on **March 31, 2024.** Is it available for ongoing expenses? Yes **\_ X \_** or No \_\_\_\_\_
  
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_
  
  - d) Tax levy impact for current year: **\$ 0.00** and ongoing **\$ 0.00**
  
  - e) Other (please explain) \$ \_\_\_\_\_
  
- 3) This expense or program mandated? Yes \_\_\_\_\_ No **X**
  
- 4) Length of expense or project (one time only, ongoing, etc.): **One Time Installation**
  
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: **This project was approved by the Office of Indigent Legal Services. The project will improve ability of the Office of the Public Defender to render indigent legal services; it will improve the efficiency of the office; and, it will save the County considerable expense.**

Department Head \_\_\_\_\_





# STANDARD COPY

1612 NY Route 7 - Troy, NY 12180  
P: 518-869-6056 F: 888-281-0642  
www.northcoproducts.com

## QUOTE

### Bill To:

Rensselaer County  
B.R.I.S., 1st Floor  
99 Troy Road  
East Greenbush, NY 12061

### Ship To:

Rensselaer County  
Public Defender's Office, 2nd Floor  
80 Second Street  
Troy, NY 12180

| Quote# | Date      |
|--------|-----------|
| 2643   | 9/14/2023 |

| Item               | Description  | Qty | U/M | Rate     | Amount   |
|--------------------|--|-----|-----|----------|----------|
| 61BP-70C65         | SHARPBPP-70C65 Advanced Series Color MFP   | 1   | ea  | 7,064.00 | 7,064.00 |
| 61BP-DE15          | SHARP Stand/1 x 550 + 2,100-Sheet Split Tandem Paper Drawers                         | 1   | ea  | 822.00   | 822.00   |
| 61BP-RB10          | SHARP Paper Pass Unit  | 1   | ea  | 216.00   | 216.00   |
| 61BP-FN13          | SHARP 1K Stacking 50-Sheet Staple Finisher   | 1   | ea  | 1,252.00 | 1,252.00 |
| 61MX-PN15B         | SHARP 3-Hole Punch Unit (for MX-FN28/FN29)   | 1   | ea  | 367.00   | 367.00   |
| 61AR-D5143NT-20A   | SHARP Surge Protector 120V/20A   | 1   | ea  | 117.00   | 117.00   |
| 61BP-NT70BA        | SHARP Black Toner Cartridge (Yield: 40,000)  | 1   | ea  | 0.00     | 0.00     |
| 61BP-NT70CA        | SHARP Cyan Toner Cartridge (Yield: 24,000)   | 1   | ea  | 0.00     | 0.00     |
| 61BP-NT70MA        | SHARP Magenta Toner Cartridge (Yield: 24,000)  | 1   | ea  | 0.00     | 0.00     |
| 61BP-NT70YA        | SHARP Yellow Toner Cartridge (Yield: 24,000)   | 1   | ea  | 0.00     | 0.00     |
| DELIVERY & INST... | Delivery & Installation  |     |     | 0.00     | 0.00     |
|                    | Sourcewell<br>Multi-Function Copiers, Printers and Equipment<br>Contract# 030321-SEC |     |     |          |          |

Subtotal **\$9,800**

Your business is greatly appreciated. Thank You For Choosing Northco Products, Inc. dba Standard Copy

Sales Tax (8.0%) **\$000**

Total Quote **\$9,838.00**



# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date October 10, 2023

Resolution No. G/4

## RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF

**WHEREAS**, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS**, The Rensselaer County Sheriff's Office has received a check in the amount of \$25,000.00 as proceeds from a criminal investigation; now, therefore, be it

**RESOLVED**, That the 2023 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

### GENERAL FUND REVENUE

| <u>CODE/DESCRIPTION</u>                   | <u>PRESENT</u> | <u>CHANGE</u> | <u>REVISED</u> |
|---|----------------|---------------|----------------|
| A.3110.26251 Forfeiture of Crime Proceeds | \$0.00         | \$25,000.00   | \$25,000.00    |

### GENERAL FUND APPROPRIATIONS

| <u>CODE/DESCRIPTION</u> | <u>PRESENT</u> | <u>CHANGE</u> | <u>REVISED</u> |
|-------------------------|----------------|---------------|----------------|
| A.3110.02300 Automobile | \$586,170.00   | \$25,000.00   | \$611,170.00   |

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 10, 2023

Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

Clerk of the Legislature



Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

County Executive

# **S** **RENSELAER COUNTY** **SHERIFF**

*"Serving the Citizens of Rensselaer County Since 1791"*



4000 MAIN STREET  
TROY, NEW YORK 12180  
OFFICE: (518) 266-1903  
FAX: (518) 270-5447  
www.RenscoSheriff.com

**SHERIFF PATRICK A. RUSSO**  
**UNDERSHERIFF P. J. HIGGITT, JR.**

To: Bureau of Finance

From: Daniel Carroll

Re: Deposit

Date: 9/15/23

Please find enclosed check for Proceeds from a Criminal Investigation:

From: James Saleh  
Check#: 355295  
Amount: 25,000.00  
Acct to be credited: A.3110.26251 Forfeiture of Crime Proceeds

Thank you for your assistance. Please contact me at 266-2911 with any questions.



OFFICIAL CHECK

50-7982  
2213

CHECK No. 355295

DATE 09/08/23

PO Box 16370  
Albany, New York 12212  
(518) 382-0605 (866) SUNMARK

PAY TWENTY-FIVE THOUSAND AND 00/100 DOLLARS

\$ \*\*\*\*\*25,000.00

TO THE ORDER OF RENSSELAER COUNTY SHERIFF'S DEPT.



⑈355295⑈ ⑆221379824⑆ 91248010010000⑈



PO Box 16370  
Albany, New York 12212

No. 355295

Date: 09/08/23  
Eff: 09/08/23  
AC: 16  
Branch: 94  
XXXXXX166 SALEH/JAMES L

Time: 09:24:44  
Tlr: JJB  
Drawer: 1603  
Seq: 20607

Amount: 25,000.00  
Number: 355295  
To: RENSSELAER COUNTY SHERIFF'S DEPT.



**LEGISLATIVE FISCAL IMPACT STATEMENT**

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution:  X  P Resolution: \_\_\_\_\_

Title of Legislation:  Resolution Amending the 2023 Rensselaer County Adopted Budget

Requested by:  Capt. Pyle

Sponsor(s): \_\_\_\_\_

**FISCAL IMPACT**

- 1) Projected cost of proposed legislation, if any:  \$25,000.00  current year  
 \$ 0.00  ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): \_\_\_\_\_
  - a) For federal funding: amount \$ \_\_\_\_\_ and length of time federal funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - b) For state funding: amount \$ \_\_\_\_\_ and length of time state funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_
  - d) Tax levy impact for current year \$  0.00  and ongoing \$  0.00
  - e) Other (please explain) \$  25,000.00  (reimbursement check) \_\_\_\_\_
- 3) Is this expense or program mandated? Yes \_\_\_\_\_ No  X
- 4) Length of expense or project (one time only, ongoing, etc.):  One time only   X
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:  Use proceeds from a criminal investigation received by County to make needed purchases without increasing tax levy.

Department Head

\_\_\_\_\_

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date October 10, 2023

Resolution No. G/5

**RESOLUTION AUTHORIZING ACCEPTANCE OF AN AWARD FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY**

**WHEREAS,** This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS,** The Rensselaer County District Attorney's Office has been awarded a one (1) year renewal for the Aid to Prosecution grant from the New York State Division of Criminal Justice Services in the amount of \$457,132.00 for the period April 1, 2023 through March 31, 2024; and

**WHEREAS,** The grant award will provide sixty percent (60%) funding (\$274,336.00) in 2023, with the remaining balance of the grant (\$182,797.00) to be budgeted within the 2024 Rensselaer County Tentative Budget for a portion of salaries and fringe benefits for three (3) Assistant District Attorneys who will focus primarily on cases that involve repeat and serious felony offenders; now, therefore, be it

**RESOLVED,** That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and, be it further

**RESOLVED,** That the 2023 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

**2023 GENERAL FUND REVENUE**

| <u>ACCOUNT DESCRIPTION</u>     | <u>GL ACCOUNT</u> | <u>PROJECT CODE</u> | <u>CURRENT</u> | <u>CHANGE</u> | <u>REVISED</u> |
|--------------------------------|-------------------|---------------------|----------------|---------------|----------------|
| DISTRICT ATTORNEY              |                   |                     |                |               |                |
| DA-DCJS-ATP Aid to Prosecution | A.1165.33899      | ATP.2023            | \$0            | \$274,336     | \$274,336      |
|                                |                   | TOTAL:              | \$0            | \$274,336     | \$274,336      |



2023 GENERAL FUND APPROPRIATIONS

| <u>ACCOUNT DESCRIPTION</u>  | <u>GL ACCOUNT</u> | <u>PROJECT CODE</u> | <u>CURRENT</u> | <u>CHANGE</u>   | <u>REVISED</u>  |
|---|-------------------|---------------------|----------------|-----------------|-----------------|
| DISTRICT ATTORNEY   |                   |                     |                |                 |                 |
| Personnel Services  |                   |                     |                |                 |                 |
| Assistant District Attorney<br>(NEW-Appeals-requested in 2024 budget) | A.1165.01007      | ATP.2023            | \$0            | \$25,000        | \$25,000        |
| Assistant District Attorney<br>(Current grant funds) 4/1-12/31/23     | A.1165.01007      | ATP.2023            | \$0            | \$39,810        | \$39,810        |
| Assistant District Attorney   | A.1165.01007      | ATP.2023            | \$0            | \$16,250        | \$16,250        |
| Discovery Analyst (NEW-Major Crimes)                                  | A.1165.01007      | ATP.2023            | \$0            | \$18,000        | \$18,000        |
| Stipend   | A.1165.01007      | ATP.2023            | \$0            | \$80,913        | \$80,913        |
| Employee Benefits   | A.1165.08008      | ATP.2023            | \$0            | \$29,363        | \$29,363        |
| Automobile  | A.1165.02300      | ATP.2023            | <u>\$0</u>     | <u>\$65,000</u> | <u>\$65,000</u> |
| TOTAL:  |                   |                     | \$0            | \$274,336       | \$274,336       |

; and, be it further

**RESOLVED,** That the Rensselaer County Executive, or his designee, shall be and hereby is authorized to execute the above-referenced grant award agreement, subject to the approval as to form by the Rensselaer County Attorney.

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**Date: October 10, 2023**

Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

Clerk of the Legislature



Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

County Executive



**KATHY HOCHUL**  
Governor

**ROSSANA ROSADO**  
Commissioner

**DEAN DEFRUSCIO**  
Deputy Commissioner

## Grant Award Notice

August 24, 2023

The Division of Criminal Justice Services (DCJS) is pleased to advise you that your county will receive funding under the State’s Aid to Prosecution Program for State Fiscal Year (SFY) 2023-24.

|                      |   |                      |  |
|----------------------|---|----------------------|--|
| <b>Project Name:</b> | <b>Rensselaer County District Attorney Aid to Prosecution Program</b> | <b>Award Amount:</b> | <b>\$457,132</b>                       |
| <b>Budget:</b>       | <b>SFY 2023-24</b>  | <b>Term Dates:</b>   | <b>April 1, 2023 to March 31, 2024</b> |

### Additional Information:

We are pleased to inform you that Governor Kathy Hochul secured an additional \$40 million in the SFY 2023-2024 Budget to assist in county prosecution efforts. Your SFY 2023-24 Aid to Prosecution Program award to support your respective district attorney’s office is consistent with the appropriation amounts enacted for this purpose in the State Budget.

Please note that you will not receive a DCJS grant contract for this funding; rather, money will be automatically disbursed to the county in one payment. The county shall subsequently and promptly make this funding available to the respective district attorney’s office. Consistent with the appropriation, this funding assistance is being provided to help offset the cost of prosecutorial services that your county has and will incur for the period of April 1, 2023 to March 31, 2024.

To streamline processing and facilitate timely distribution of funds, the DCJS Office of Financial Services will disburse your planned payment directly to your county for use by the respective district attorney’s office.

If you have any questions on this award, please contact:

**Nadia Rockwell**  
DCJS Associate Budgeting Analyst  
NYS Division of Criminal Justice Services, Finance Office  
(518) 485-0091 or [nadia.rockwell@dcjs.ny.gov](mailto:nadia.rockwell@dcjs.ny.gov)

Thank you for your continued partnership to help keep New Yorkers safe and ensure a justice system that works for all.

**LEGISLATIVE FISCAL IMPACT STATEMENT**

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution: X P Resolution: \_\_\_\_\_

Title of Legislation: RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN AWARD FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2023 RENSSELAER COUNTY BUDGET – DISTRICT ATTORNEY

Requested by: District Attorney

Sponsor(s): \_\_\_\_\_

**FISCAL IMPACT**

Projected cost of proposed legislation, if any: \$457,132.00 current year  
\$0.00 ongoing expenses per year

1) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): \_\_\_\_\_

a) For federal funding: amount \$ \_\_\_\_\_ and length of time federal funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_

1. For state funding: amount \$457,132.00 and length of time state funding is available 04/01/2023-03/31/2024. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_

b) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_

c) Tax levy impact for current year \$0 and ongoing \$ 0

d) Other (please explain) \$ No additional tax levy

2) Is this expense or program mandated? Yes \_\_\_\_\_ No \_\_\_\_\_

3) Length of expense or project (one time only, ongoing, etc.): \_\_\_\_\_ Ongoing Service \_\_\_\_\_

4) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This grant supplements the cost of three ADA positions by paying partial salary and fringe for (3) Assistant District Attorneys in order to help support the enhanced prosecution of violent & serious felony offenders by maintaining increased levels of experience prosecution personnel.

Department Head

Mary Pat Donnelly

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date October 10, 2023

Resolution No. G/17

## RESOLUTION AUTHORIZING THE PURCHASE OF SPIKE/STAB RESISTANT VEST OUTER COVERS - OFFICE OF THE RENSSELAER COUNTY SHERIFF

**WHEREAS**, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS**, Resolution no. G/387/22 authorized the Rensselaer County Sheriff's Office to purchase safety vests that are spike and stab resistant for corrections officers; and

**WHEREAS**, The Rensselaer County Office of the Sheriff is requesting authorization to purchase outer covers for those safety vests for the Rensselaer County Sheriff's Office; and

**WHEREAS**, The outer vests are necessary to address many issues with the current stab vests, i.e. quick release or application for response; medical issues, including excess sweating, rash, infection, compression on the spine and chest causing breathing issues, and reduce the added expense of having to order new uniforms for officers whose stab vests do not fit under existing uniforms; and

**WHEREAS**, The equipment is being purchased to protect corrections officers of the Rensselaer County Jail and allow them to operate effectively and safely while conducting their duties; and

**WHEREAS**, The name and address of the contracting vendor, the start and end date of the contract, the source of funding for the same, and the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, is as follows:

| <u>CONTRACT</u><br><u>DESCRIPTION</u> | <u>VENDOR/ADDRESS</u>  | <u>APPROPRIATION</u><br><u>CODE</u>      | <u>AMOUNT</u> |
|---------------------------------------|--|--|---------------|
| Purchase of safety vests              | Federal Eastern International<br>1523 Chaffee Road S, Unit 12<br>Jacksonville, Florida 32221<br>(NYS Contract No. PC69427) | A.3150.04570<br>(Uniforms/<br>Equipment) | \$27,251.90   |

now, therefore, be it

**RESOLVED,** That the Rensselaer County Executive, or his designee, as the case may be, shall be and hereby is authorized and empowered to execute a purchase order for the above-referenced safety vests.

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**October 10, 2023**

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Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

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Clerk of the Legislature



---

Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

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County Executive

**LEGISLATIVE FISCAL IMPACT STATEMENT**

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution: X P Resolution: \_\_\_\_\_

Title of Legislation: Purchase of Spike/Stab Resistant Vests

Requested by: Sheriff's Department

Sponsor(s): Capt. Roy

**FISCAL IMPACT**

- 1) Projected cost of proposed legislation, if any: \$27,251.90 current year  
\$0.00 - ongoing expenses per year
  
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS Office of Homeland Security Grant
  - a) For federal funding: amount \$ \_\_\_\_\_ and length of time federal funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  
  - b) For state funding: amount \$ \_\_\_\_\_ and length of time state funding is available through \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_ or No \_\_\_
  
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_
  
  - d) Tax levy impact for current year \$ 27,251.90 and ongoing \$0
  
  - e) Other (please explain) \$ \_\_\_\_\_
  
- 3) Is this expense or program mandated? Yes \_\_\_\_\_ No X
  
- 4) Length of expense or project (one time only, ongoing, etc.): One time
  
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Safety and protection of corrections officers.

Department Head

\_\_\_\_\_



FEDERAL EASTERN INTERNATIONAL  
 1523 CHAFFEE RD S, UNIT 12  
 JACKSONVILLE, FL 32221  
 WWW.FEDEASTINTL.COM

# QUOTE 558078

**BILL TO:** RENSSELAER COUNTY SO - NY  
 4000 MAIN ST  
 TROY NY 12180

**SHIP TO:** RENSSELAER COUNTY SHERIFF'S OF  
 4000 MAIN STREET  
 ATTN: SGT. DAVID GALUSKI  
 TROY NY 12180

| SALES REP       | SALES EMAIL           | SALES PHONE  |
|-----------------|-----------------------|--------------|
| RICH KOSAKOWSKI | RICHK@FEDEASTINTL.COM | 518-586-4024 |

| DATE     | QUOTE  | ACCT | CUSTOMER PO    | TERMS  | REP ID | OPERATOR | SHIP VIA   |
|----------|--------|------|----------------|--------|--------|----------|------------|
| 09/06/23 | 558078 | 1841 | JAIL OUTER CAR | NET 30 | 116    | KOS      | UPS GROUND |

| UNITS  | U/M | DESCRIPTION   | DISC | UNIT PRICE | AMOUNT    |
|--|-----|---|------|------------|-----------|
| 130  | EA  | <b>NYO3EM00BV0J</b><br>ENDEAVOR CARRIER<br>BLACK<br>WHITE SHERIFF F/B WHITE TEXT<br>COLOR : BLACK<br>PLACARD: SHERIFF FRONT AND BACK<br>NOTE-1 : WHITE LETTERS<br>NOTE-2 : 1ST. INITIAL/LAST WHITE TEXT<br>NOTE-3 : GATOR VELCRO CLOSURE<br><br>1ST INITIAL/LAST NAME<br><br>WHITE TEXT |      | 209.63     | 27,251.90 |
|  |     | <b>SUBTOTAL</b>   |      |            | 27,251.90 |
|  |     | <b>QUOTE TOTAL</b>  |      |            | 27,251.90 |
| <b>TERMS:</b><br>PRICES ARE EFFECTIVE FOR 30 DAYS FROM THE DATE OF THIS QUOTE UNLESS OTHERWISE NOTED.<br><br>ITEMS LISTED ON THIS DOCUMENT MAY REQUIRE A UNITED STATES GOVERNMENT LICENSE FOR EXPORT. EXPORTING CONTROLLED ITEMS WITHOUT A LICENSE IS PROHIBITED BY LAW. |     |   |      |            |           |

# ENDEAVOR MOLLE

## OPTIONAL SYSTEM FEATURES:



SPEED Plates



Hard Armor



Pouches



## STANDARD FEATURES:

- Self Suspending Ballistic System (SSBS) helps prevent rolling and sagging of the ballistic panels inside carrier
- Tuck-in shoulders for low profile and professional appearance
- Left and right shoulder Mic/PTT attachment points
- Loop areas for ID panels, name and badge
- Center Mic/PTT attachment point
- Chest pockets for notebook and phone (up to 4"x6")
- Optional pocket zipper closure - removable adaptors to convert chest pockets to zipper style closure
- Internal trauma plate pocket fits 5"x8" plates
- Full-size top loading front and back rifle plate pockets for all day rifle threat protection
- Ballistic shapes available: Male, MX4 contoured female, and Trufit unisex shape



MC Shape



MX4 Shape



Trufit Shape

- Nylon MOLLE Webbing on front and back
- Fully adjustable side close customization options:
  - o Hook/Loop Side Closure (standard)
  - o KWIQ Clip Side Closure (upgrade option)
  - o Zipper Side Closure (upgrade option)
- Rear, external officer rescue strap
- Rear, internal officer rescue strap
- Modular liner options sold separately:
  - o 1/4" spacer mesh (standard)
  - o 1/8" anti-microbial, moisture wicking spacer mesh
  - o 1/8" anti-microbial moisture wicking spacer mesh liner with EURUS™ Ventilation Panels
- Removable internal cummerbund
- Optional Thorshield® material protection against electroshock

**COLORS:** Midnight Navy, Black, OD Green, Ranger Green, Wolf Grey, Coyote (Other Colors Available Upon Request)



# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date October 10, 2023

Resolution No. G/18

## RESOLUTION AUTHORIZING A LICENSE AND SERVICE AGREEMENT WITH TYLER TECHNOLOGIES - BUREAU OF PUBLIC SAFETY

**WHEREAS,** This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS,** The Bureau of Public Safety seeks Legislative authorization to enter into a license and service agreement for the Computer Aided Dispatch (CAD)/Mobility/ Records Management Systems (RMS); and

**WHEREAS,** The Bureau of Public Safety has conducted an evaluation of the current CAD/Mobility/RMS system and determined that an upgrade to a cloud based public safety system is the best option; and

**WHEREAS,** The Project will be funded with Capital funds available in Public Safety Radios Project H.3097.02500.H.1211 that will close out and fund H.3097.02500.H1219 CAD Project whereas the budget is amended as follows:

### CAPITAL PROJECTS FUND REVENUE

| <u>APPROPRIATION<br/>CODE/DESCRIPTION</u>              | <u>PRESENT</u> | <u>CHANGE</u> | <u>REVISED</u> |
|--|----------------|---------------|----------------|
| Public Safety<br>Radio Equipment<br>H.3097.50311.H1211 | \$1,500,000    | (\$1,056,724) | \$443,276      |
| Public Safety CAD<br>Project<br>H.3097.50311.H1219     | \$500,000      | \$1,056,724   | \$1,556,724    |

### CAPITAL PROJECTS FUND APPROPRIATION

| <u>APPROPRIATION<br/>CODE/DESCRIPTION</u>              | <u>PRESENT</u> | <u>CHANGE</u> | <u>REVISED</u> |
|--|----------------|---------------|----------------|
| Public Safety<br>Radio Equipment<br>H.3097.02500.H1211 | \$1,500,000    | (\$1,056,724) | \$443,276      |
| Public Safety CAD<br>Project<br>H.3097.02500.H1219     | \$500,000      | \$1,056,724   | \$1,556,724    |

**WHEREAS,** The Bureau of Public Safety has selected Tyler Technologies to license the software products and perform services set forth in the investment summary; and

**WHEREAS,** The purchase is in accordance with the Rensselaer County purchasing and procedures and is funded with appropriation code H.3097.02500.H1219 and the total cost of the CAD project is \$1,555,415.00

**WHEREAS,** The Name and address of the contracting party, the source of funding and the total amount to be funded for this purchase, which shall not exceed budgeted appropriations, are as follows:

| <u>DESCRIPTION</u>  | <u>VENDOR</u>   | <u>APPROPRIATION CODE</u> | <u>AMOUNT</u>  |
|---|---|---------------------------|----------------|
| Public Safety Communications Equipment<br>NYS OGS<br>#PT68722 | Tyler Technologies Inc<br>One Tyler Drive<br>Yarmouth, ME 04096 | H.3097.02500.H1219        | \$1,555,415.00 |

; now, therefore be it

**RESOLVED,** That the Rensselaer County Executive or his designee is authorized to sign the above referenced agreement, subject to the approval as form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

**Ayes:**

**Nays:**

**Abstain:**

**Date:** October 10, 2023

\_\_\_\_\_  
Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Legislature



\_\_\_\_\_  
Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

\_\_\_\_\_  
County Executive

|                 |          |                                  |
|-----------------|----------|----------------------------------|
| Yes             | 1.       | Averill Park Fire Department     |
| Emailed         | 2.       | Berlin Fire Department           |
| Yes             | 3.       | Best Luther Fire Department      |
| Yes             | 4.       | Brunswick #1 Fire Department     |
| Yes             | 5.       | Buskirk Fire Department          |
| Yes             | 6.       | Castleton Fire Department        |
| Yes             | 7.       | Center Brunswick Fire Department |
| Yes             | 8.       | Clinton Heights Fire Department  |
| Yes             | 9.       | Defreestville Fire Department    |
| Yes             | 10.      | Eagle Mills Fire Department      |
| Yes             | 11.      | East Greenbush Fire Department   |
| Called          | 12.      | East Schodack Fire Department    |
| Yes             | 13.      | Grafton Fire Department          |
| Called          | 14.      | Hemstreet Park Fire Department   |
| Emailed/Waiting | 15.      | Hoags Corners Fire Department    |
| Yes             | 16.      | Hoosick Fire Department          |
| Yes             | 17.      | Hoosick Falls Fire Department    |
| Yes             | 18.      | Hoosic Valley Fire Department    |
| Yes             | 19.      | Johnsonville Fire Department     |
| Yes             | 20.      | Melrose Fire Department          |
| Yes             | 21.      | Mountain View Fire Department    |
| Yes             | 22.      | Nassau Fire Department           |
| Yes             | 23.      | North Hoosick Fire Department    |
| Yes             | 24.      | Petersburgh Fire Department      |
| Yes             | 25.      | Pittstown Fire Department        |
| Yes             | 26.      | Pleasantdale Fire Department     |
| Yes             | 27.      | Poestenkill Fire Department      |
| Yes             | 28.      | Raymertown Fire Department       |
| Yes             | 29.      | Rensselaer Fire Department       |
| Yes             | 30.      | Scaghticoke Fire Department      |
| Yes             | 31.      | Schodack Landing Fire Department |
| Yes             | 32.      | Schodack Valley Fire Department  |
| Yes             | 34.      | South Schodack Fire Department   |
| Yes             | 35.      | Speigletown Fire Department      |
| Yes             | 36.      | Stephentown Fire Department      |
| Yes             | 37.      | Taborton Fire Department         |
| Yes             | 38.      | Tsatsawassa Fire Department      |
| Yes             | 39.      | Troy Fire Department             |
| Yes             | 41.      | West Hoosick Fire Department     |
| Yes             | 42.      | Wynantskill Fire Department      |
| Yes             | 43.      | West Sand Lake Fire Department   |
| 37              | 8/8/2023 |                                  |

|                 |           |                              |
|-----------------|-----------|------------------------------|
| Yes             | 1.        | Castleton Ambulance          |
| Yes             | 2.        | Grafton Ambulance            |
| Yes             | 3.        | Hoags Corners Ambulance      |
| Yes             | 4.        | Hoosic Valley Ambulance      |
| Yes             | 5.        | North Greenbush Ambulance    |
| Yes             | 6.        | Petersburgh Ambulance        |
| Called          | 7.        | Pittstown Ambulance          |
| Yes             | 8.        | RPI Ambulance                |
| Yes             | 9.        | Sand Lake Ambulance          |
| Emailed/Waiting | 10.       | Taconic Valley Ambulance     |
| Yes             | 11.       | Town of Hoosick Rescue Squad |
| Yes             | 12.       | Nassau Ambulance             |
| Called/Waiting  | 13.       | Mohawk Ambulance             |
| Yes             | 14.       | WF Bruen Rescue Squad        |
| 11              | 8/10/2023 |                              |

|                 |          |                        |
|-----------------|----------|------------------------|
| Emailed/waiting | 1.       | New York State Police  |
| Yes             | 2.       | East Greenbush PD      |
| Called/Emailed  | 3.       | Hoosick Falls PD       |
| Yes             | 4.       | North Greenbush PD     |
| Called          | 5.       | Nassau Village PD      |
| Yes             | 6.       | Troy Police Department |
| Yes             | 7.       | Rensselaer City PD     |
| Yes             | 8.       | Schodack PD            |
| Yes             | 9.       | HVCC                   |
| Yes             | 10.      | RC911 CSEA             |
| 7               | 8/7/2023 |                        |

|     |                              |       |
|-----|------------------------------|-------|
| 37  | Fire Dept Support            | 37/41 |
| 11  | EMS agency support           | 10/14 |
| 7   | Law/Other support            | 7/10  |
| 55  | Total Support letters/emails |       |
| 85% | Total Support letters/emails |       |

UPDATED AS OF 8/10/2023

Elaine M. Rudzinski  
Chief of Police

**POLICE DEPARTMENT**  
**TOWN OF EAST GREENBUSH**  
225 COLUMBIA TURNPIKE  
RENSSELAER, N.Y. 12144-4104

*“to protect  
and to serve”*

August 02, 2023

John A. Mainello III  
Communications Center Supervisor  
Rensselaer County Bureau of Public Safety  
4000 Main Street  
Troy, New York 12180

Re: Computer Aided Dispatch (CAD)

Sir,

On behalf of myself and Assistant Chief Reickert, I am writing this letter in support of your efforts to upgrade the Computer Aided Dispatch (CAD) system for the entire Rensselaer County. Real-time information sharing is an essential part of Emergency Services, and the ability to do so with a standardized system throughout the county would enhance all of our abilities to provide services. We look forward to enhancing our Emergency Services through your efforts and if we may be of assistance in any way, please do not hesitate to contact myself or Assistant Chief Reickert.

Sincerely,



Elaine Rudzinski  
Chief of Police



Jonathan Reickert  
Assistant Police Chief



**EMERGENCY**  
518-479-1212

**HEADQUARTERS**  
518-479-2525

**EMAIL**  
chief@egpolice.org

**FAX**  
518-479-4527

**WEBSITE**  
www.egpolice.org



Date: 8/07/2023

To: Rensselaer County, Bureau of Public Safety

Re: CAD Letter of Support

As an Assistant Chief Officer of the Volunteer Fire Company of Center Brunswick Inc I submit this letter in support of Rensselaer County, Bureau of Public Safety purchasing a new Computer Aided Dispatch (CAD) system.

Thank you for your time in this matter. If you have any questions please feel free to contact me.

Sincerely,

*Michael J. Drinkwine Jr.*

Assistant Fire Chief

Michael J Drinkwine Jr.

Volunteer Fire Company of Center Brunswick Inc.

[mdrinkwine@centerbrunswickfire.com](mailto:mdrinkwine@centerbrunswickfire.com)

518-858-3878

**The Hoosick Fire Department is in support of Rensselaer County, Bureau of Public Safety purchasing a new Computer Aided Dispatch (CAD) system. Thank you**

**Chief/Captain:**

A handwritten signature in black ink, appearing to read "Robert A. [unclear]", written over a horizontal line.

The Hoosick Falls Fire Department is in support of Rensselaer County, Bureau of Public Safety purchasing a new Computer Aided Dispatch (CAD) system. Thank you

Chief/Captain   
Rensselaer County, NY

Good afternoon everyone,

The Bureau of Public Safety has proposed to upgrade our CAD system. Attached is a letter that explains why we feel this project is needed and how it will affect your department and your community. The current CAD system was developed in 2016 and since then there have been great strides in CAD technology that will allow us to streamline the dispatch process. This upgrade will include field provider site licenses which allows you to see your calls and units, it will give you access to mapping and reporting, and finally give us the ability to electronically enable response plans. There are more features and upgrades, but these are some examples we know are important to you and your department. Please review the attached letter and email me back with any questions, comments or concerns by Wednesday, June 28<sup>th</sup>. We encourage support of the project in written form and I will be at the Chief's meeting that night as well with a short presentation. On behalf of Director Wilson and myself, thank you.

#### Rensselaer County CAD System Upgrade Project

The Rensselaer County Bureau of Public Safety endeavors to protect and serve those who live and work in our great county. With that mission foremost, the Bureau of Public Safety has identified the need to update our CAD system.

To accomplish the update, we are seeking to partner with a proven CAD/RMS vendor that will meet the current and future needs for all fire, EMS, law enforcement agencies and dispatch centers in Rensselaer County. The goal of the system is to share information by having all agencies on one platform.

Following review of vendors and products, we recommend Tyler Technologies to build the new CAD system for the county. We believe the Tyler Technologies product will best serve our county today and into the future.

Tyler Technologies is the #1 CAD vendor in New York State and is the largest company in the U.S. solely dedicated to providing integrated software and technology services to the public sector. The Tyler system will include unlimited site licensing for mobile users, allowing access currently the field providers do not have.

FW: Rensselaer County CAD System Upgrade Project

From: Mainello, John (jmainello@rensco.com)  
To: nhfire1@aol.com  
Cc: eamidon@aol.com  
Date: Monday, August 7, 2023 at 10:13 AM EDT

Chief, here is the email without the attachment...as always thank you for your support.

John M.

---

**From:** Mainello, John  
**Sent:** Friday, July 28, 2023 3:14 PM  
**To:** North Hoosick 2 - Eric Amidon; North Hoosick-Alan Bornt;  
**Subject:** Rensselaer County CAD System Upgrade Project

**The North Hoosick Fire Department is in support of Rensselaer County, Bureau of Public Safety purchasing a new Computer Aided Dispatch (CAD) system. Thank you**

**Chief/Captain:** 

Good afternoon everyone,

The Bureau of Public Safety has proposed to upgrade our CAD system. Attached is a letter that explains why we feel this project is needed and how it will affect your department and your community. The current CAD system was developed in 2016 and since then there have been great strides in CAD technology that will allow us to streamline the dispatch process. This upgrade will include field provider site licenses which allows you to see your calls and units, it will give you access to mapping and reporting, and finally give us the ability to electronically enable response plans. There are more features and upgrades, but these are some examples we know are important to you and your department. Please review the attached letter and email me back with any questions, comments or concerns by Wednesday, June 28<sup>th</sup>. We encourage support of the project in written form and I will be at the Chief's meeting that night as well with a short presentation. On behalf of Director Wilson and myself, thank you.

**Rensselaer County CAD System Upgrade Project**

The Rensselaer County Bureau of Public Safety endeavors to protect and serve those who live and work in our great county. With that mission foremost, the Bureau of Public Safety has identified the need to update our CAD system.

To accomplish the update, we are seeking to partner with a proven CAD/RMS vendor that will meet the current and future needs for all fire, EMS, law enforcement agencies and dispatch centers in Rensselaer County. The





County Executive Honorable Steven F. McLaughlin  
County Legislators  
Bureau of Public Safety Staff

August 7, 2023

The Wynantskill Fire Department supports the proposed purchase of Enterprise CAD from Tyler Technologies for the Bureau of Public Safety.

A modern CAD software will greatly improve the services provided by the Bureau of Public Safety Dispatch Center and the Agencies in the field. Information is key to any mission's success. I'm sure the BPS Staff have explained the features from their point of view but I would like to discuss them from my position as a Fire Chief.

One of the many tasks of the Fire Chief is to make decisions. These decisions are made in a split second after reviewing what information is available. The proposed CAD will give the many decision makers in the field the ability to see the real-time information from the Call takers and Dispatchers. This will cutdown on unnecessary radio traffic and provide a means of communication that will not be streamed to the public. WFD has been implementing Apple iPads in our Apparatus for the last few years and this tool will enhance those device's productivity.

Staffing is an issue in our County. We no longer benefit from having an abundance of volunteers willing to sacrifice their time for their neighbors. This means WFD is called to more mutual aid responses in areas that we aren't always familiar. One such example is our recent responses to the Town of Nassau to aid with manpower during structure fires. Quite simply, we had no idea where we were going, but we had to get there. This modern CAD, combined with our iPads will give our responders a map that can be used to determine the best routes and key features, like dry hydrants, underrated bridges and unimproved roads.

Responses may require a few hands and one Apparatus or it may require many hands and every Apparatus to achieve the goal. The proposed CAD will simplify the old method of Box Alarms. Time is key and for our Dispatchers to read, interpret and act on the antiquated Box Alarm system is no longer acceptable. WFD for example has fifteen box alarms that only change slightly depending on location. We operate in a field where time is critical, whether it be a ten-minute timer for fires or the "Golden Hour" of extrication.

Significant weather events have become more of an issue in recent years. The dispatch center and radio system become over whelmed depending on how bad the weather treats Rensselaer County. WFD and other agencies have manned their stations and triaged calls for service many times. The proposed CAD will aid this process by giving agencies the information they need to mitigate the situations presented. Apparatus will see the information real-time and be able to react with limited radio traffic.

CAD systems are an investment. Their features are instrumental and always improving. Rensselaer County Public Safety and the Agencies of Rensselaer County need this software now.

Sincerely,

Adam Littlefield  
WFD Fire Chief

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# Schaghticoke Fire Department

Office of the Fire Chief

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08/07/2023

Dear Rensselaer County Legislature:

The Schaghticoke Fire Department was briefed on a potential project to update the Counties Computer Aided Dispatch (CAD) system. After hearing how outdated our system is and the benefits and capabilities of the new system, we are in support of the Rensselaer County Bureau of Public Safety purchasing this new system.

Sincerely,

Michael Carlo

Chief

Schaghticoke Fire Department



# Grafton Volunteer Ambulance



PO Box #2 \* Grafton, New York 12082 \* (518)279-1388

August 6, 2023

To Whom It May Concern:

The Grafton Rescue Squad is in support of the Rensselaer County Bureau of Public Safety upgrading their CAD System.

Thank You,

The Grafton Rescue Squad

## Mainello, John

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**From:** GRAFTON AMBULANCE <graftonambulance@gmail.com>  
**Sent:** Sunday, August 06, 2023 3:37 PM  
**To:** Mainello, John  
**Subject:** CAD Support Letter  
**Attachments:** CCF\_000023.pdf

Hello.

Please find the improved copy of the CAD support letter from the Grafton Rescue Squad.

Thank You

## Mainello, John

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**From:** Jacob Steingart <jsteingart@rpiambulance.com>  
**Sent:** Wednesday, August 09, 2023 5:16 PM  
**To:** Mainello, John  
**Cc:** Officers; Bradbury, James Roger; Kazmierczak, Jen  
**Subject:** RPI Ambulance Support for CAD Purchase

Good afternoon John,

I'm reaching out on behalf of RPI Ambulance to offer our support for the Rensselaer County Bureau of Public Safety to purchase a new and updated CAD system. We look forward to hopefully interacting with it in the near future.

Regards,  
Jacob Steingart

--

*Jacob Steingart*, EMT-B  
**Captain**  
RPI Ambulance  
(845) 499-9640



**President**  
*Mark Rossetti*

**Castleton Fire Department**  
**11 Green Ave**  
**Castleton NY 12033**  
**Station 732-4342**



**Chief**  
*Matthew Metzger*

7/29/2023

John Mainello  
Communications Center Supervisor  
Rensselaer County BPS  
4000 Main Street Troy NY 12180

To CCS Mainello,

The Castleton Fire Department Fully supports the Upgrade to the Tyler CAD System, We believe this new CAD system will be a Valuable benefit to the Emergency Services of Rensselaer County, enhancing the quality of service the Emergency Services offer the residents of our village and protection district.

As a Communications Officer in the Bureau, having first hand knowledge of the current CAD system as I use it 5 days a week, I feel this new system will enable the Bureau to better serve the Residents of Rensselaer County.

  
Matthew J Metzger

Chief  
Castleton Fire Department

## Mainello, John

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**From:** pmccooley2@verizon.net  
**Sent:** Saturday, July 01, 2023 7:43 AM  
**To:** Mainello, John  
**Subject:** Re: Rensselaer County CAD System Upgrade Project

Good morning John

The Averill Park Fire Department fully supports the proposed CAD project.

If you need something more formal than this email, please advise and I will draft something up.

Pam McCooey  
Chief  
Averill Park Fire Department  
[Pmccooley2@verizon.net](mailto:Pmccooley2@verizon.net)  
518-669-9811

Sent from the all new AOL app for iOS

On Thursday, June 22, 2023, 1:09 PM, Mainello, John <[JMainello@rensko.com](mailto:JMainello@rensko.com)> wrote:

Good afternoon everyone,

The Bureau of Public Safety has proposed to upgrade our CAD system. Attached is a letter that explains why we feel this project is needed and how it will affect your department and your community. The current CAD system was developed in 2016 and since then there have been great strides in CAD technology that will allow us to streamline the dispatch process. This upgrade will include field provider site licenses which allows you to see your calls and units, it will give you access to mapping and reporting, and finally give us the ability to electronically enable response plans. There are more features and upgrades, but these are some examples we know are important to you and your department. Please review the attached letter and email me back with any questions, comments or concerns by Wednesday, June 28<sup>th</sup>. We encourage support of the project in written form and I will be at the Chief's meeting that night as well with a short presentation. On behalf of Director Wilson and myself, thank you.

John M.

## Mainello, John

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**From:** swilsonbfc1@aol.com  
**Sent:** Friday, June 30, 2023 8:59 PM  
**To:** Mainello, John  
**Subject:** Re: Rensselaer County CAD System Upgrade Project

To: John Mainello  
Jay Wilson

I fully support the upgrade to the new proposed CAD system. I believe it will help the dispatchers at the 911 center, with the new CAD it will be more efficient than going through a paper binder. With the present system, you have a special box alarm set up and its busy. The dispatchers sometimes skip the binder and the special box alarm not completed correctly, which misses certain Fire Companies not being despatched. I also believe the new CAD will help us in the field working a command at calls. All of our apparatus and Chiefs vehicles are now carrying I - Pads which dispatchers can send crucial information through the CAD.

Again we support this new upgrade and will help us all do our job more efficiently.

Chief Steve Willson  
Brunswick Fire Company No. 1

Sent from AOL on Android

On Thu, Jun 22, 2023 at 1:09 PM, Mainello, John  
<[JMainello@rensko.com](mailto:JMainello@rensko.com)> wrote:

Good afternoon everyone,

The Bureau of Public Safety has proposed to upgrade our CAD system. Attached is a letter that explains why we feel this project is needed and how it will affect your department and your community. The current CAD system was developed in 2016 and since then there have been great strides in CAD technology that will allow us to streamline the dispatch process. This upgrade will include field provider site licenses which allows you to see your calls and units, it will give you access to mapping and reporting, and finally give us the ability to electronically enable response plans. There are more features and upgrades, but these are some examples we know are important to you and your department. Please review the attached letter and email me back with any questions, comments or concerns by Wednesday, June 28<sup>th</sup>. We encourage support of the project in written form and I will be at the Chief's meeting that night as well with a short presentation. On behalf of Director Wilson and myself, thank you.

John M.



## Mainello, John

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**From:** Mark Lacivita <mark4209@outlook.com>  
**Sent:** Tuesday, June 27, 2023 8:05 AM  
**To:** Mainello, John  
**Cc:** FD 09 (1) Defreestville  
**Subject:** FROM CHIEF CLUTE CAD SUPPORT

**From:** [dfdcar1@ngfd.org](mailto:dfdcar1@ngfd.org) <[dfdcar1@ngfd.org](mailto:dfdcar1@ngfd.org)>  
**Sent:** Monday, June 26, 2023 9:24:13 PM  
**To:** JOHN MAINELLO <[JMainello@rensko.com](mailto:JMainello@rensko.com)>  
**Subject:** Rensselaer County CAD System Upgrade Project

John,

Looks good, You have my full support.

Thank You

Shane Clute

Chief, Defreestville Fire Dept.

350 North Greenbush Rd

Troy, NY 12180

[Dfdcar1@ngfd.org](mailto:Dfdcar1@ngfd.org)

518-339-9934

## Mainello, John

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**From:** Mark Murray <petersburghfirecar1@gmail.com>  
**Sent:** Tuesday, June 27, 2023 12:02 PM  
**To:** Mainello, John  
**Subject:** CAD system

John,

We in Petersburg support the upgraded CAD system. We feel that any improvement that would make 1st responders lives easier, and can help give us more information at our fingertips would be beneficial. Thank you for leading the charge on this initiative!

Mark Murray  
Chief  
Petersburgh Fire District No.1  
Petersburgh N.Y. 12138  
P.O. Box 280  
Cell 518-965-9629  
Station 518-658-3560

## Mainello, John

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**From:** Pittstown Fire Chief <station25car1@nycap.rr.com>  
**Sent:** Sunday, July 02, 2023 11:06 AM  
**To:** Mainello, John  
**Subject:** CAD System

This sounds like a lot better system than we currently have . If it makes everyones life easier with box alarms times and numbers than I think the county should move forward. The current system appears to be at its limits and no rom for improvement .

## Eastern Pittstown Fire Dept

Chief Mark Hubbs

134 Parker School Rd

Johnsonville, NY 12094

P. 518-663-5773

## Mainello, John

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**From:** Jason M Vandenburg <j.vandenburg@hvcc.edu>  
**Sent:** Tuesday, June 27, 2023 1:01 PM  
**To:** Mark 2; Mainello, John  
**Cc:** Fred A Aliberti  
**Subject:** Radio needs

Gentlemen,

Thank you for meeting with us.

As you know our Harris portable radios are reaching the end of service life and our Harris base radios are unreliable. The Colleges current radio system is over 10 years old and based on no longer supported technology. The current system is starting to have coverage gaps and leaves us on a radio island as none of the radios used by our law enforcement partners are backwards compatible, we are requesting whatever assistance you can provide in the terms of portable radios.

We are also very interested and support a Countywide CAD/RMS system.

Thank you,

Jason M. Vandenburg  
Public Safety Shift Supervisor/ Campus Peace Officer  
Hudson Valley Community College  
Department of Public Safety and Security  
80 Vandenburg Avenue  
Troy, NY 12180  
Dispatch 518-629-7210  
Office 518-629-7789  
Voice mail 518-629-8088 ext 60001

## Mainello, John

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**From:** Steven.Barker <steven.barker@troyny.gov>  
**Sent:** Wednesday, June 14, 2023 11:34 AM  
**To:** Mainello, John; Shane.Kiley; Stephen.Seney; Chris.Kehn; Daniel.Dewolf  
**Subject:** FW: CAD project

John, we are **fully** on-board and will support the project in any way we can.

Thanks for spearheading it.

- Steve

**Steven M. Barker**  
**Assistant Chief of Police**  
**City of Troy, NY Police Department**  
**55 State Street Troy, NY 12180**  
**Desk (518) 270-4780 // Fax (518) 270-4452**  
**Steven.Barker@troyny.gov**

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**From:** James T. Condo <jcondo@egpolice.org>  
**Sent:** Wednesday, June 14, 2023 11:20 AM  
**To:** Craig.Faby <Craig.Faby@troyny.gov>; Dan Bunney (bunney@nassaupd.com) <bunney@nassaupd.com>; Daniel.Dewolf <Daniel.Dewolf@troyny.gov>; Dave Keevern (dkeevern@northgreenbushpolice.org) <dkeevern@northgreenbushpolice.org>; DONATO, ANDREW (TROOPERS) <ANDREW.DONATO@troopers.ny.gov>; dpyle@renesco.com; DRAPEAU, WILLIAM (TROOPERS) <William.Drapeau@troopers.ny.gov>; J Martinez (jmartinez@schodackpolice.com) <jmartinez@schodackpolice.com>; j.vandenburgh@hvcc.edu; Jay Van Aken (jvanaken@renesco.com) <jvanaken@renesco.com>; Jeff Adams (rpd111@yahoo.com) <rpd111@yahoo.com>; Jeff Stehr (jstehr@northgreenbushpolice.org) <jstehr@northgreenbushpolice.org>; John Mooney (john.mooney@rensselaerpolice.org) <john.mooney@rensselaerpolice.org>; Jonathan E. Reickert <JReickert@egpolice.org>; Justin Walraed <jwalraed@renesco.com>; LOMBARDI, NICHOLAS (TROOPERS) <NICHOLAS.LOMBARDI@troopers.ny.gov>; pnatale@schodackpolice.com; Rich Eckel (reckel@schodackpolice.com) <reckel@schodackpolice.com>; Sergeant J. Deeb <jdeeb@northgreenbushpolice.org>; Shane.Kiley <Shane.Kiley@troyny.gov>; Steven.Barker <steven.barker@troyny.gov>; Tim McLaughlin <tmclaug1@nycap.rr.com>; training <training@egpolice.org>; Warren Flamiglietti (warren.famiglietti@rensselaerpolice.org) <warren.famiglietti@rensselaerpolice.org>  
**Cc:** Mark Lacivita (mark4209@outlook.com) <mark4209@outlook.com>  
**Subject:** FW: CAD project

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**From:** Mark Lacivita <mark4209@outlook.com>  
**Sent:** Wednesday, June 14, 2023 10:07 AM  
**To:** James T. Condo <jcondo@egpolice.org>  
**Subject:** Fwd: CAD project

Jim. Can you forward to group

Thx  
ML

April 18, 2023

City of Troy Police Department

55 State Street

Troy, N.Y. 12180

Dear Mr. Mainello,

Thank you for the opportunity to be involved in the process of securing a new all-inclusive CAD/RMS System.

We at the Troy Police Department put forward maximum effort to provide the public with timely, efficient emergency service, but are unfortunately frequently met with multiple system limitations that prohibit our members from meeting this goal.

It is currently necessary for our members to have to search through a multitude of systems to obtain, document and share valuable information. This can cause a delay of enforcement action and services, as well as a possible information disconnect between the divisions of the department, leaving valuable information to be potentially miscommunicated or completely unknown.

For example, to complete the simple task of completing a motor vehicle crash report, our members must first view the call in the CAD system to determine the location of the crash, the vehicles/people involved and any safety issues that may be present. Once on scene, they must then log into the NYS DCJS Portal in order to verify the validity of all vehicles and persons involved, including the potential that one of the people may be sought for a warrant or other potential concern of officer safety. Once all information has been compiled, the officer must then log into the NYS TRACS crash reporting system to document the details of the crash and issue any necessary traffic tickets. Then, if the crash involves evidence that needs to be collected, the officer must then photograph the evidence within the Axon system and then finally enter the evidence in the BEAST system of evidence control.

From a Records Management System perspective, we are met with similar challenges.

We are currently utilizing the NYS SJS Records Management System to document reported crimes, arrests, compile crime locations and trends, as well as report crime statistics to NYS and the FBI. The SJS system is an outdated system of crime reporting that NYS DCJS no longer allows to be used for the purposes of crime reporting. SJS compiles crime in an IBR format, which was once the standard for reporting crime statistics to NYS. NYS now requires crime to be reported in a format known as NIBRS. NYS DCJS temporarily allowed the Troy Police Department to report using the IBR format on a temporary basis only, knowing that an upgraded system that employs the NIBRS standard of reporting is forthcoming.

In addition to the above, it is my understanding that newer systems are all encompassing, and offer a “one stop” suite for all of the above needs, but also make it possible for users to connect to the main system via cellphone, and allow the phone to be utilized as a “passthrough” for data to be sent directly to the system and not store data on the phone, subjecting it to discovery.

I can't stress enough what a benefit it will be to have all our system needs being met within one complete system. Such a system will enable us to enhance the level of communication that we share, detect and react to crime trends as they develop, and provide an overall higher level of service to the community.

Sincerely,

Steve

**Stephen Seney**

Administrative Captain

City of Troy Police Department

55 State Street Troy, NY 12180

Office (518) 270-4478 – Main (518) 270-4421

[stephen.seney@troyny.gov](mailto:stephen.seney@troyny.gov)



## North Greenbush Police Department

133 Bloomingrove Drive, Troy NY 12180  
Tel. (518) 283-5323 ~ Fax (518) 283-2859

[www.northgreenbushpolice.org](http://www.northgreenbushpolice.org)

*Chief of Police*  
*David M. Keevern*



May 2, 2023

John Mainello  
Mark Lacivita  
Rensselaer County Bureau of Public Safety  
1000 Main St.  
Troy, NY 12180

Mr. Mainello and Mr. Lacivita,

I recently learned that Rensselaer County BPS is exploring an option to purchase a new CAD/ RMS system to replace the current system and would like to lend my agency's support in that endeavor. We have enjoyed the benefits of having such a strong partnership with your agency and I believe the data sharing that this will provide will be invaluable in our shared mission of public safety.

As you are aware, we are presently using our own CAD, which is far past its life expectancy, and SJS, which the State has indicated will no longer be hosted relatively soon. I had met with Director Jay Wilson and Deputy Director Paul Glasser on several occasions and we entered into an agreement in November, 2021 that North Greenbush PD would be provided the current CAD system at no cost to my municipality. The procurement process is taking longer than expected and we still don't have it but I would have great interest in BPS having software that is more compatible and operationally effective than the current system, as I have learned the new system would be.

While I know there are many functions available through this new platform, we would most likely only use the CAD and RMS portions at first but that would be an incredible improvement to our operations. We currently have evidence software and would not want to replace that as any changes could compromise the integrity of the chain of custody. However, we would be open to seeing how the other components could be utilized by our agency, such as the integration of Tracs and E-Justice.

I know full well what a complex process this has been so far and that there is more work to be done. However, I believe that each of our agencies need to evolve as technology does in order to remain mission-ready and this new software follows the trend of housing many functions in one, making it a great choice. I thank you all for taking the initiative to look into this big improvement and for including the local police agencies in the discussion. If there is anything I can do to assist in the process, please let me know. Thank you.

  
Chief David M. Keevern



**LEGISLATIVE FISCAL IMPACT STATEMENT**

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution:  P Resolution: \_\_\_\_\_

Title of Legislation: Resolution authorizing An Agreement with Tyler Technologies, inc for the purchase of a new CAD System

Requested by: Jay Wilson

Sponsor(s): \_\_\_\_\_

**FISCAL IMPACT**

1. Projected cost of proposed legislation, if any: \$1,555,415.00 current year
2. Method of financing -- note all that apply (federal funding, state funding, bonding, tax levy, etc.): tax levy
  - a. For federal funding: amount \$ N/A and length of time federal funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - b. For state funding: amount \$ N/A and length of time state funding is available \_\_\_\_\_ Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - c. If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
    - i. Principal \$ \_\_\_\_\_
    - ii. Total projected interest costs \$ \_\_\_\_\_
  - d. Tax levy impact for current year \$ 1,555,415.00
  - e. Other (please explain) \$ \_\_\_\_\_
3. Is this expense or program mandated? Yes \_\_\_\_\_ No
4. Length of expense or project (one time only, ongoing, etc.): One time only
5. Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Please see attached letter

 Department Head  
\_\_\_\_\_



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Affiliated Organization”** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Rensselaer County, NY.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.

- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary, as applicable and attached as Exhibit D.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to Enterprise Public Safety Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.
4. Affiliated Organizations for the Tyler Software.
  - 4.1 Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
  - 4.2 Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.
  - 4.3 Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

## **SECTION C – PROFESSIONAL SERVICES**

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services,

subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

#### **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

#### **SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party

Software, you will be required to pay such additional future fee.

- 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION G – TERMINATION**

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we

have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
3. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
4. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to

continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**



5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION I – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and

promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy  
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement  
Schedule 1: Support Call Process
- Exhibit D Implementation and Training Support Services  
Schedule 1: Data File Conversion Assistance
- Exhibit E Additional Terms for Enterprise Public Safety Hosted Components  
Schedule 1: Service Level Agreement
- Exhibit F Web Hosted Services

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Rensselaer County, NY

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

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

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Rensselaer County Bureau of Public Safety  
4000 Main St.  
Troy, NY 12180-5972  
Attention: \_\_\_\_\_





## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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## Rensselaer County, NY Named Agencies

### Police Agencies:

1. Rensselaer County Sheriff
2. New York State Police
3. East Greenbush Police Department
4. Hoosick Falls Police Department
5. North Greenbush Police Department
6. Nassau Village Police Department
7. Troy Police Department
8. Rensselaer City Police Department
9. Schodack Police Department

### Colleges:

1. Hudson Valley Community College
2. Rensselaer Polytechnic Institute
3. The College of Saint Rose

### EMS Agencies:

1. Castleton Ambulance
2. Grafton Ambulance
3. Hoags Corners Ambulance
4. Hoosic Valley Ambulance
5. North Greenbush Ambulance
6. Petersburg Ambulance
7. Pittstown Ambulance
8. RPI Ambulance
9. Sand Lake Ambulance
10. Taconic Valley Ambulance
11. Town of Hoosick Rescue Squad
12. Nassau Ambulance
13. Mohawk Ambulance
14. WF Bruen Rescue Squad

(Empire and Mohawk are private commercial EMS agencies that provide service to our county)

### Fire Agencies:

1. Averill Park Fire Department
2. Berlin Fire Department
3. Best Luther Fire Department
4. Brunswick #1 Fire Department
5. Buskirk Fire Department
6. Castleton Fire Department
7. Center Brunswick Fire Department
8. Clinton Heights Fire Department
9. Defreestville Fire Department
10. Eagle Mills Fire Department
11. East Greenbush Fire Department
12. East Schodack Fire Department
13. Grafton Fire Department
14. Hemstreet Park Fire Department
15. Hoags Corners Fire Department
16. Hoosick Fire Department
17. Hoosick Falls Fire Department
18. Hoosic Valley Fire Department
19. Johnsonville Fire Department
20. Melrose Fire Department
21. Mountain View Fire Department
22. Nassau Fire Department
23. North Hoosick Fire Department
24. Petersburg Fire Department
25. Pittstown Fire Department
26. Pleasantdale Fire Department
27. Poestenkill Fire Department
28. Raymertown Fire Department
29. Rensselaer Fire Department
30. Scaghticoke Fire Department
31. Schodack Landing Fire Department
32. Schodack Valley Fire Department
33. South Schodack Fire Department
34. Speigletown Fire Department
35. Stephentown Fire Department
36. Taborton Fire Department
37. Tsatsawassa Fire Department
38. Troy Fire Department
39. West Hoosick Fire Department
40. Wynantskill Fire Department
41. West Sand Lake Fire Department



## 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 in the amount of \$898,840 are due upon Execution Date

1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software):* Year 1 maintenance and support fees are waived one (1) year from the Effective Date. Maintenance and support fees in years 2, 3 and 4 shall be invoiced annually in advance on the anniversary of the Effective Date, for the annual amount of \$199,673 for each year. Year 5 maintenance and support fees shall be limited to no more than 3% increase from the prior year. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

### 2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as follows:

\$126,593.75 (25%) due upon project plan acceptance  
\$126,593.75 (25%) due upon completion of system build  
\$126,593.75 (25%) due upon completion of training  
\$126,593.75 (25%) due upon completion of go-live

### 3. Other Services and Fees.

3.1 *Enterprise Public Safety Hosting and Other Annual Services Fees:* Annual recurring Services fees in the amount of \$179,025 shall be due ninety (90) days from the Effective Date. Years 2 and 3 Annual Services fees in the amount of \$179,025, shall be invoiced annually in advance on the Effective Date for each year. Years 4 and 5 Annual fees shall be limited to no more than 3% increase from the prior year. Annual services will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Subsequent annual services fees, at Tyler's then-current rates, are invoiced annually in advance.

### 4. Third Party Products.



- 4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 4.2 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software)*: 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.
- 4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
5. Expenses. The service rates in the Investment Summary do include travel expenses for Tyler delivered services. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Estimated travel expenses in the amount of \$109,385 shall not increase without written prior approval from the Client. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).





**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile



Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

#### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

#### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

#### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

### 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

|                          |                  |
|--------------------------|------------------|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon  | Dinner           |

Return Day

|                                       |                             |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon              | Breakfast                   |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch         |
| Return after 7:00 p.m.*               | Breakfast, lunch and dinner |

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for

internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the “lowest practical coach fare” with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## 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, 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 thirty (30) days prior to the end of the then-current term.
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.
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, as outlined in the Support Call Process. Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD only. After 9:00 p.m., the Enterprise 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. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. 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 you are a self-hosted customer and, 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, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; 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 attached to this Exhibit C at Schedule 1.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

|                             |                        |
|-----------------------------|------------------------|
| New Year’s Day              | Labor Day              |
| Martin Luther King, Jr. Day | Thanksgiving Day       |
| Memorial Day                | Day after Thanksgiving |
| Independence Day            | Christmas Day          |

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to



assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

### Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

| Priority Level | Characteristics of Support Incident   | Resolution Targets *  |
|----------------|---|---|
| 1<br>Critical  | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.     |
| 2<br>High      | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.  | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database. |



| Priority Level    | Characteristics of Support Incident  | Resolution Targets*   |
|-------------------|--|---|
| 3<br>Medium       | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 4<br>Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.                                      | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.  |

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## **Exhibit D Professional Services**

### **1. Project Management Services**

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
  - a project review (kickoff) meeting at your location
  - progress status meeting(s) during implementation via telephone conference or at your location; and
  - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

### **2. Implementation and Training Support Services**

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

### **3. Interface and/or Fixed Installation Services**

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police

Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

#### **4. Hardware Quality Assurance Service**

We shall provide Hardware Systems Assurance of your server(s).

- a) Hardware Quality Assurance Services (Standard Environment):  
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
  - Validate Hardware Configuration and System Specifications
  - Validate Network Requirements, including Windows Domain
  - Physical Installation of our Application Servers
  - Install Operating System and Apply Updates
  - Install SQL Server Standard and Apply Updates
  - Install Enterprise Applications Software and Apply Updates
  - Establish Base SQL Database Structure
  - Configure System for Electronic Customer Support (i.e. NetMeeting)
  - Tune System Performance Including Operating System and SQL Resources
  - Provide Basic System Administrator Training and Knowledge Transfer
  - Document Installation Process and System Configuration



**Exhibit D**  
**Schedule 1**  
**Data File Conversion Assistance**

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. This conversion effort includes data coming from one unique database or source, not multiple sources.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:
  - a. Conversion Analysis,
  - b. Assistance for Mapping and Testing, and
  - c. Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:
  - a. Running a conversion test in your test environment,
  - b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
  - c. We correct or otherwise respond to issues discovered and reported by you,
  - d. We will conduct internal testing to verify corrections, and

- e. Both parties planning for the next test iteration and/or the live implementation.
5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

#### Client Responsibilities

1. Provide a current copy of the databases to be converted in one of the following formats:
  - a. Microsoft SQL Server database
  - b. Microsoft Access database
  - c. Microsoft Excel spreadsheet
  - d. An ASCII format delimited text file, including embedded column headers and text delimiters.
2. You will respond to each test iteration in writing, on a form provided by us, either:
  - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
  - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3<sup>rd</sup>) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. If available, provide a data dictionary (data descriptors) of the databases being converted.
4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source will be converted for each of the files described in the Investment Summary, unless otherwise noted.



## Exhibit E

### Additional Terms for Enterprise Public Safety Hosted Components

We will provide you with the Enterprise Public Safety hosted components of Tyler Software indicated in the Investment Summary of this License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:
  - 1.1. **“Enterprise Public Safety Components”** means the Enterprise Public Safety hosted components of Tyler Software identified in the Investment Summary.
  - 1.2. **“Hosting Services”** means the hosting services Tyler will provide for the Enterprise Public Safety Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
  - 1.3. **“SLA”** means the service level agreement applicable to the Hosting Services for the Enterprise Public Safety Components. A copy of Tyler’s current SLA is attached hereto as Schedule 1 to this exhibit.
  - 1.4. **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
  
2. Hosting Terms for Enterprise Public Safety Components.
  - 2.1. We will either host or engage Third Party Services in order to host the Enterprise Public Safety Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advanced written notice to you of our intention to do so.
  - 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Enterprise Public Safety Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
  - 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
  - 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially

reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



## Exhibit E Schedule 1 Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

### II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with





you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

| Client Relief Schedule |                               |
|------------------------|-------------------------------|
| Actual Attainment      | Client Relief                 |
| 99.99% - 98.00%        | Remedial action will be taken |
| 97.99% - 95.00%        | 4%                            |
| Below 95.00%           | 5%                            |

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## **Exhibit F**

### **Tyler Hosted Managed Services (“HMS”)**

#### **I. Scope of Services:**

Tyler will perform the following system administrative tasks on the cloud hosted environment:

- a. Infrastructure Monitoring
- b. System Software Monitoring
- c. Database Administration
- d. Data Backup
- e. Tyler Application Updates
- f. System Updates

In addition, the following terms apply to the HMS Services:

- a. HMS Services are available 24/7/365, subject to the terms and conditions of the SLA.
- b. HMS services are restricted to the cloud hosted infrastructure and Tyler software environment only.
- c. Administration services are restricted to two Tyler environments: one live environment, and one test environment.
  - (1) In cases where additional environments exist, each additional environment will be subject to additional fees, which Tyler will quote to Client at Tyler’s then-current rates.
- d. Tyler does not support, and this HMS Agreement does not include support services for, any third-party product. Tyler will reasonably cooperate with Client in investigating issues within the Tyler Software that may be created by a third-party product, but it is Client’s responsibility to pursue support on third party products directly from that vendor or its authorized partners.
- e. Tyler can deploy the Virtual Message Switch (VMS) in a cloud hosted environment or within the client’s environment. The location of the VMS is dependent on state requirements. If the state will not allow the VMS to be hosted in the cloud hosted environment, then the VMS will be deployed on the Client’s existing secure state-approved network on virtualized infrastructure.

#### **II. Client Responsibilities:**

- a. Client shall install and maintain for the duration of this HMS Agreement a stable business class high-speed internet connection available to connect to the cloud hosted environment and for remote support connections. The connection should provide enough bandwidth and throughput to support



existing internet traffic and the additional traffic generated by the Tyler deployment. Client shall pay for installation, maintenance and use of such equipment and associated communication line use charges. Tyler, at its option, shall use this remote interface in connection with error correction.

- b. Client is responsible for all client owned on-premise hardware, networking, peripheral devices, and all other third-party hardware/software.
- c. Client is responsible for installation and maintenance of on-premise Tyler client workstation software.
- d. Client is responsible for its GIS data including:
  - (1) Maintaining its GIS Data using esri ArcGIS Desktop/Pro software
  - (2) Pushing GIS data updates within the Tyler Software



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Affiliated Organization”** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Rensselaer County, NY.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.

- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary, as applicable and attached as Exhibit D.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to Enterprise Public Safety Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.



3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.
4. Affiliated Organizations for the Tyler Software.
  - 4.1 Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
  - 4.2 Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.
  - 4.3 Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

## **SECTION C – PROFESSIONAL SERVICES**

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services,

subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

#### **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

#### **SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party

Software, you will be required to pay such additional future fee.

- 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION G – TERMINATION**

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we



have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
3. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
4. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to

continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and

promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy  
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement  
Schedule 1: Support Call Process
- Exhibit D Implementation and Training Support Services  
Schedule 1: Data File Conversion Assistance
- Exhibit E Additional Terms for Enterprise Public Safety Hosted Components  
Schedule 1: Service Level Agreement
- Exhibit F Web Hosted Services

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Rensselaer County, NY

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

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

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Rensselaer County Bureau of Public Safety  
4000 Main St.  
Troy, NY 12180-5972  
Attention: \_\_\_\_\_





## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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## INVESTMENT SUMMARY

|                            |                     |
|----------------------------|---------------------|
| Tyler Software             | \$ 898,840          |
| Services                   | \$ 506,375          |
| Third-Party Products       | \$ 40,815           |
| Travel                     | \$ 109,385          |
| <b>Total One-Time Cost</b> | <b>\$ 1,555,415</b> |
| Annual Recurring Fees/SaaS | \$ 179,025          |
| Tyler Software Maintenance | \$ 199,673          |





Quoted By: Leo Raby  
 Quote Expiration: 10/31/23  
 Quote Name: CAD/Mobility/LERMS

**Sales Quotation For:**

Rensselaer County Bureau of Public Safety  
 4000 Main St  
 Troy NY 12180-5972  
 Phone: +1 (518) 266-7672

**Tyler Software**

| Description                                      | License    | Discount  | License Total | Year One Maintenance |
|--|------------|-----------|---------------|----------------------|
| <b>Enterprise Public Safety</b>                  |            |           |               |                      |
| Computer Aided Dispatch                          | \$ 86,800  | \$ 17,360 | \$ 69,440     | \$ 14,582            |
| Enterprise CAD Combined LE/Fire/EMS              | \$ 8,800   | \$ 1,760  | \$ 7,040      | \$ 1,478             |
| BOLOS  | \$ 8,800   | \$ 1,760  | \$ 7,040      | \$ 1,478             |
| CAD AVL  | \$ 8,800   | \$ 1,760  | \$ 7,040      | \$ 1,478             |
| Service Vehicle Rotation (Wrecker, Ambulance)    | \$ 24,000  | \$ 4,800  | \$ 19,200     | \$ 4,032             |
| Web CAD Monitor                                  | \$ 8,800   | \$ 1,760  | \$ 7,040      | \$ 1,478             |
| CAD Paging Interface                             | \$ 8,800   | \$ 1,760  | \$ 7,040      | \$ 1,478             |
| E-911 Interface                                  | \$ 17,600  | \$ 3,520  | \$ 14,080     | \$ 2,957             |
| CAD NCIC Interface                               | \$ 8,800   | \$ 1,760  | \$ 7,040      | \$ 1,478             |
| Pictometry Interface                             | \$ 8,800   | \$ 1,760  | \$ 7,040      | \$ 1,478             |
| Pre-Arrival Questionnaire Interface              | \$ 8,800   | \$ 1,760  | \$ 7,040      | \$ 1,478             |
| Encoder Interface                                | \$ 17,600  | \$ 3,520  | \$ 14,080     | \$ 2,957             |
| CAD CFS (xml) Export Interface                   | \$ 2,400   | \$ 480    | \$ 1,920      | \$ 403               |
| Twitter Interface                                | \$ 16,000  | \$ 3,200  | \$ 12,800     | \$ 2,688             |
| CAD Data Mart / Includes 10+ users               | \$ 234,800 | \$ 46,960 | \$ 187,840    | \$ 39,443            |
| <b>Total</b>                                     |            |           |               |                      |
| <b>Law Enforcement Records Management System</b> |            |           |               |                      |
| Enterprise Law Enforcement Records               | \$ 131,200 | \$ 26,240 | \$ 104,960    | \$ 22,042            |

|   |            |           |            |           |
|---|------------|-----------|------------|-----------|
| Bookings  | \$ 4,000   | \$ 800    | \$ 3,200   | \$ 672    |
| Briefing Notes  | \$ 3,000   | \$ 600    | \$ 2,400   | \$ 504    |
| Stop Data   | \$ 4,000   | \$ 800    | \$ 3,200   | \$ 672    |
| Equipment and Inventory   | \$ 4,000   | \$ 800    | \$ 3,200   | \$ 672    |
| Gangs   | \$ 4,000   | \$ 800    | \$ 3,200   | \$ 672    |
| Narcotics   | \$ 4,000   | \$ 800    | \$ 3,200   | \$ 672    |
| Permits (Guns)  | \$ 4,000   | \$ 800    | \$ 3,200   | \$ 672    |
| Use of Force  | \$ 4,000   | \$ 800    | \$ 3,200   | \$ 672    |
| Content Manager Core  | \$ 18,000  | \$ 3,600  | \$ 14,400  | \$ 3,024  |
| Livescan Interface  | \$ 8,800   | \$ 1,760  | \$ 7,040   | \$ 1,478  |
| Citizen Reporting Interface                                       | \$ 14,400  | \$ 2,880  | \$ 11,520  | \$ 2,419  |
| NCIC Interface  | \$ 33,600  | \$ 6,720  | \$ 26,880  | \$ 5,645  |
| Law Enforcement Records Management Data Mart / Includes 10+ users | \$ 16,000  | \$ 3,200  | \$ 12,800  | \$ 2,688  |
| <b>Total</b>  | \$ 253,000 | \$ 50,600 | \$ 202,400 | \$ 42,504 |
| <b>Mobile</b>   |            |           |            |           |
| Enterprise Law Enforcement Mobile Server Software                 | \$ 72,000  | \$ 14,400 | \$ 57,600  | \$ 12,096 |
| Law Enforcement Mobile Site License                               | \$ 165,000 | \$ 33,000 | \$ 132,000 | \$ 27,720 |
| -Enterprise Law Enforcement Field Mobile                          |            |           |            |           |
| -LE Dispatch/Messaging/State/NCIC                                 |            |           |            |           |
| -Drivers License Mag Stripe Reader/Barcode Reader Interface       |            |           |            |           |
| -Mugshot Image Download   |            |           |            |           |
| -LE In-Car Mapping / AVL  |            |           |            |           |
| -LE In-Car Routing  |            |           |            |           |
| Fire/EMS Mobile Site License                                      | \$ 68,750  | \$ 13,750 | \$ 55,000  | \$ 11,550 |
| -Enterprise Fire Field Mobile                                     |            |           |            |           |
| -Fire Dispatch/Messaging  |            |           |            |           |
| -Fire In-Car Mapping / AVL  |            |           |            |           |
| -Fire In-Car Routing  |            |           |            |           |
| Field Reporting Site License                                      | \$ 165,000 | \$ 33,000 | \$ 132,000 | \$ 27,720 |
| -LE Field Reporting   |            |           |            |           |
| -LE Accident Reporting (requires Crash module in RMS)             |            |           |            |           |
| -Field Investigation Field Reporting                              |            |           |            |           |
| -MCT Ticket Writer (requires Ticket Writer interface in RMS)      |            |           |            |           |
| -Stop Data Reporting (requires Stop Data in RMS)                  |            |           |            |           |
| <b>Total</b>  | \$ 470,750 | \$ 94,150 | \$ 376,600 | \$ 79,086 |
| <b>Other Software</b>   |            |           |            |           |
| Workstation License [600]   | \$ 0       | \$ 0      | \$ 0       | \$ 0      |

|  | Total | \$ 0              | \$ 0      | \$ 0              | \$ 0              | \$ 0 |
|--|-------|-------------------|-----------|-------------------|-------------------|------|
| <b>Enforcement Mobile License</b>            |       |                   |           |                   |                   |      |
| Crash Report Software (w/Drawing Tool) [150] |       | \$ 52,500         | \$ 10,500 | \$ 42,000         | \$ 11,025         |      |
| Enforcement Mobile Site License              |       | \$ 105,000        | \$ 0      | \$ 105,000        | \$ 22,050         |      |
| <b>Total</b>                                 |       | \$ 157,500        | \$ 10,500 | \$ 147,000        | \$ 33,075         |      |
| <b>Interface</b>                             |       |                   |           |                   |                   |      |
| Interface: Court                             |       | \$ 0              | \$ 0      | \$ 0              | \$ 0              |      |
| <b>Total</b>                                 |       | \$ 0              | \$ 0      | \$ 0              | \$ 0              |      |
| <i>Sub-Total</i>                             |       | \$ 1,116,050      |           | \$ 913,840        | \$ 194,108        |      |
| <i>Less Discount</i>                         |       | <u>\$ 202,210</u> |           |                   | <u>\$ 194,108</u> |      |
| <i>Less Discount</i>                         |       | <u>\$ 15,000</u>  |           | <u>\$ 15,000</u>  |                   |      |
| <b>TOTAL</b>                                 |       | <b>\$ 898,840</b> |           | <b>\$ 898,840</b> | <b>\$ 0</b>       |      |

**Annual / Saas**

| Description   | Fee        | Discount | Annual            |
|---|------------|----------|-------------------|
| <b>Enterprise Public Safety</b>   |            |          |                   |
| Law Enforcement Records Management System   |            |          |                   |
| Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics) | \$ 45,000  | \$ 9,000 | \$ 36,000         |
| <b>Hosting</b>  |            |          |                   |
| Mobility Hosting Annual Fee   | \$ 3,000   | \$ 0     | \$ 3,000          |
| <b>Recurring Costs</b>  |            |          |                   |
| Data Archive  | \$ 4,000   | \$ 0     | \$ 4,000          |
| AWS Hosting Fee and Tyler Managed Services  | \$ 125,000 | \$ 0     | \$ 125,000        |
| <b>Enforcement Mobile</b>   |            |          |                   |
| Hosting Fee   |            |          |                   |
| Hosting Fee   | \$ 11,025  | \$ 0     | \$ 11,025         |
| <b>TOTAL</b>  |            |          | <b>\$ 179,025</b> |

**Services**

| Description  | Quantity | Unit Price | Discount | Total      | Maintenance |
|--|----------|------------|----------|------------|-------------|
| <b>Enterprise Public Safety</b>  |          |            |          |            |             |
| Project Management   | 1        | \$ 101,280 | \$ 0     | \$ 101,280 | \$ 0        |
| Standard System Assurance and Software Installation  | 1        | \$ 9,280   | \$ 0     | \$ 9,280   | \$ 0        |
| Mobility Implementation  | 1        | \$ 2,320   | \$ 0     | \$ 2,320   | \$ 0        |
| GIS Implementation   | 1        | \$ 22,620  | \$ 0     | \$ 22,620  | \$ 0        |
| Decision Support Software Service  | 2        | \$ 4,350   | \$ 0     | \$ 8,700   | \$ 0        |
| NCIC Installation  | 1        | \$ 21,025  | \$ 0     | \$ 21,025  | \$ 0        |
| Combined or Fire/EMS CAD Configuration (up to 2 PSAPs)   | 1        | \$ 13,050  | \$ 0     | \$ 13,050  | \$ 0        |
| CAD Training (10 users ea.)  | 5        | \$ 4,350   | \$ 0     | \$ 21,750  | \$ 0        |
| CAD Go-Live Support  | 1        | \$ 13,050  | \$ 0     | \$ 13,050  | \$ 0        |
| Web CAD Monitor Installation   | 1        | \$ 1,160   | \$ 0     | \$ 1,160   | \$ 0        |
| CAD Paging Interface Installation  | 1        | \$ 1,160   | \$ 0     | \$ 1,160   | \$ 0        |
| E-911 Interface Installation   | 2        | \$ 1,160   | \$ 0     | \$ 2,320   | \$ 0        |
| Pictometry Interface Installation  | 1        | \$ 580     | \$ 0     | \$ 580     | \$ 0        |
| Pre-Arrival Questionnaire Interface Installation   | 1        | \$ 1,160   | \$ 0     | \$ 1,160   | \$ 0        |
| Encoder Interface Installation   | 1        | \$ 3,480   | \$ 0     | \$ 3,480   | \$ 0        |
| CAD Export Interface Installation Fee  | 5        | \$ 2,320   | \$ 0     | \$ 11,600  | \$ 0        |
| Twitter Interface Installation   | 1        | \$ 3,480   | \$ 0     | \$ 3,480   | \$ 0        |
| Law Enforcement Records Configuration (6 or more Agencies)   | 1        | \$ 13,050  | \$ 0     | \$ 13,050  | \$ 0        |
| Law Enforcement Records Training (includes 10 trainers ea.)  | 1        | \$ 4,350   | \$ 0     | \$ 4,350   | \$ 0        |
| Law Enforcement Records Go-Live Support  | 1        | \$ 8,700   | \$ 0     | \$ 8,700   | \$ 0        |
| Law Enforcement Records Go-Live Support (Additional Facilities ea.)  | 5        | \$ 4,350   | \$ 0     | \$ 21,750  | \$ 0        |
| IBR Submission   | 1        | \$ 1,160   | \$ 0     | \$ 1,160   | \$ 0        |
| Livescan Interface Installation  | 2        | \$ 4,640   | \$ 0     | \$ 9,280   | \$ 0        |
| Citizen Reporting Interface Installation   | 1        | \$ 2,320   | \$ 0     | \$ 2,320   | \$ 0        |
| Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Configuration              | 1        | \$ 14,500  | \$ 0     | \$ 14,500  | \$ 0        |
| Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Training (10 trainers ea.) | 1        | \$ 8,700   | \$ 0     | \$ 8,700   | \$ 0        |
| Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Go-Live                    | 1        | \$ 13,050  | \$ 0     | \$ 13,050  | \$ 0        |
| Public Safety Analytics Installation & Remote Training   | 1        | \$ 4,500   | \$ 0     | \$ 4,500   | \$ 0        |

|   |    |                   |      |                   |             |
|---|----|-------------------|------|-------------------|-------------|
| NY Domestic Incident Mobile Form              | 1  | \$ 2,300          | \$ 0 | \$ 2,300          | \$ 0        |
| Enterprise Law Enforcement Additional Modules |    | \$ 8,700          | \$ 0 | \$ 8,700          | \$ 0        |
| Data Archive Conversions                      |    | \$ 54,000         |      | \$ 126,000        | \$ 0        |
| <b>Enforcement Mobile</b>                     |    |                   |      |                   |             |
| Set Up Fees - Third Party Hardware            | 50 | \$ 50             | \$ 0 | \$ 2,500          | \$ 0        |
| Project Management                            | 1  | \$ 3,000          | \$ 0 | \$ 3,000          | \$ 0        |
| Set Up & Config                               | 1  | \$ 19,500         | \$ 0 | \$ 19,500         | \$ 0        |
| Training                                      | 1  | \$ 5,000          | \$ 0 | \$ 5,000          | \$ 0        |
| <b>TOTAL</b>                                  |    | <b>\$ 506,375</b> |      | <b>\$ 506,375</b> | <b>\$ 0</b> |

**Third-Party Hardware, Software and Services**

| Description   | Quantity | Unit Price | Total            | Maintenance | Year One Maintenance |
|---|----------|------------|------------------|-------------|----------------------|
| <b>Enterprise Public Safety</b>   |          |            |                  |             |                      |
| Lantronix UDS-1100  | 3        | \$ 205     | \$ 615           | \$ 0        | \$ 0                 |
| Embedded Third Party Software   | 1        | \$ 26,500  | \$ 26,500        | \$ 5,565    | \$ 5,565             |
| Geo-File Maintenance Software (ArcGIS for Desktop Standard) / per Workstation | 1        | \$ 7,700   | \$ 7,700         | \$ 0        | \$ 0                 |
| Redundant VPN Appliance Bundle  | 1        | \$ 6,000   | \$ 6,000         | \$ 0        | \$ 0                 |
| <i>Sub-total</i>  |          |            | \$ 40,815        |             | \$ 5,565             |
| <i>Less Discount</i>  |          |            | \$ 0             |             | \$ 5,565             |
| <b>TOTAL</b>  |          |            | <b>\$ 40,815</b> |             | <b>\$ 0</b>          |

**Summary**

|  |            |                      |                       |
|--|------------|----------------------|-----------------------|
| Total Tyler Software                           | \$ 898,840 | <b>One Time Fees</b> | <b>Recurring Fees</b> |
| Total Annual                                   | \$ 0       |                      | \$ 194,108            |
| Total Tyler Services                           | \$ 506,375 |                      | \$ 179,025            |
| Total Third-Party Hardware, Software, Services | \$ 40,815  |                      | \$ 0                  |
| Estimated Travel Expenses                      | \$ 109,385 |                      | \$ 5,565              |
|  |            |                      | \$ 0                  |

**Summary Total** **\$ 1,555,415** **\$ 378,698**

**Detailed Breakdown of Conversions (Included in Summary Total)**

| Description   | Quantity | Unit Price | Discount | Total             |
|---|----------|------------|----------|-------------------|
| <b>Enterprise Public Safety</b>   |          |            |          |                   |
| <b>Conversion</b>   |          |            |          |                   |
| Data Archive Addtl Source: CAD and LERMS (up to 10 modules; includes Location Alert import into Enterprise CAD, Active Warrants, and On-Hand Property imports into Enterprise LERMS)  | 5        | \$ 18,000  | \$ 0     | \$ 90,000         |
| Data Archive Single Source: CAD and LERMS (up to 10 modules; includes Location Alert import into Enterprise CAD, Active Warrants, and On-Hand Property imports into Enterprise LERMS) | 1        | \$ 36,000  | \$ 0     | \$ 36,000         |
| <b>TOTAL</b>  |          |            |          | <b>\$ 126,000</b> |

**Assumptions**

Unless a Workstation License is included, Enterprise Public Safety CAD includes 10 licenses.  
 Unless a Workstation License is included, Enterprise Public Safety Law Enforcement Records includes 30 licenses.

Tyler’s Enterprise Public Safety product requires Microsoft Windows Server 2016/2019/2022 and SQL Server 2014 SP2/2016 SP2/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. If on-premises, servers must meet minimum hardware requirements provided by Tyler. Personal Computers must meet the minimum hardware requirements and Microsoft Windows 8.1 64-bit, Windows 10 64-bit and Windows 11 are the supported operating systems. The supported Microsoft operating system and SQL versions are specific to Tyler’s release versions.

Enterprise Public Safety 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 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration. Client is responsible to maintain business class high-speed internet and provide enough bandwidth and throughput to support existing internet traffic and additional traffic generated by the Tyler deployment. Tyler will provide further consultation for this environment. Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support. Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine-readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed Enterprise Public Safety Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, Tyler will assist Client in creating the necessary polygon layers. Tyler is not responsible for the accuracy of, or any ongoing maintenance of the GIS data used within the Licensed Enterprise Public Safety Software. Client is responsible for maintaining GIS data using Esri ArcGIS Desktop/Pro software, pushing source GIS data updates to the Tyler software, any ongoing annual maintenance on third-party products and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state specific standard forms developed by Tyler. Additional forms can be provided for an additional fee. The amount of converted data entering the new system can drastically impact storage utilization. Additional drive space may be required on the production and test SQL and file storage servers to accommodate the converted data based on the quantity of source data. During the conversion process, additional drive space on the production and test SQL servers will also be required temporarily. Does not apply to Data Archive. Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Custom interface will be operational with existing third-party software. Any subsequent changes to third party applications may require additional services.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes. Decision Support Software Implementation is limited to 3 agencies per fee.

An unlimited Law Enforcement Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

An unlimited Fire/EMS Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Enterprise Law Enforcement Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.

AVL requires third-party GPS hardware.

Enterprise Fire Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.

An unlimited Law Enforcement Field Reporting Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Includes setup and configuration of eCitation (unlimited site license) and eCrash (unlimited site license) with diagramming tool perpetual licenses.

Includes configuration for laptop and iOS. Includes Criminal Trespass Warnings, includes Tow, and Driver exchange form.

Includes setup of client supplied printers.

Maintenance waived for Year 1. Year 2 begins on the first anniversary of contract execution.



**Rensselaer County, NY Named Agencies****Police Agencies:**

1. Rensselaer County Sheriff
2. New York State Police
3. East Greenbush Police Department
4. Hoosick Falls Police Department
5. North Greenbush Police Department
6. Nassau Village Police Department
7. Troy Police Department
8. Rensselaer City Police Department
9. Schodack Police Department

**Colleges:**

1. Hudson Valley Community College
2. Rensselaer Polytechnic Institute
3. The College of Saint Rose

**EMS Agencies:**

1. Castleton Ambulance
2. Grafton Ambulance
3. Hoags Corners Ambulance
4. Hoosic Valley Ambulance
5. North Greenbush Ambulance
6. Petersburg Ambulance
7. Pittstown Ambulance
8. RPI Ambulance
9. Sand Lake Ambulance
10. Taconic Valley Ambulance
11. Town of Hoosick Rescue Squad
12. Nassau Ambulance
13. Mohawk Ambulance
14. WF Bruen Rescue Squad

(Empire and Mohawk are private commercial EMS agencies that provide service to our county)

**Fire Agencies:**

1. Averill Park Fire Department
2. Berlin Fire Department
3. Best Luther Fire Department
4. Brunswick #1 Fire Department
5. Buskirk Fire Department
6. Castleton Fire Department
7. Center Brunswick Fire Department
8. Clinton Heights Fire Department
9. Defreestville Fire Department
10. Eagle Mills Fire Department
11. East Greenbush Fire Department
12. East Schodack Fire Department
13. Grafton Fire Department
14. Hemstreet Park Fire Department
15. Hoags Corners Fire Department
16. Hoosick Fire Department
17. Hoosick Falls Fire Department
18. Hoosic Valley Fire Department
19. Johnsonville Fire Department
20. Melrose Fire Department
21. Mountain View Fire Department
22. Nassau Fire Department
23. North Hoosick Fire Department
24. Petersburg Fire Department
25. Pittstown Fire Department
26. Pleasantdale Fire Department
27. Poestenkill Fire Department
28. Raymertown Fire Department
29. Rensselaer Fire Department
30. Scaghticoke Fire Department
31. Schodack Landing Fire Department
32. Schodack Valley Fire Department
33. South Schodack Fire Department
34. Speigletown Fire Department
35. Stephentown Fire Department
36. Taborton Fire Department
37. Tsatsawassa Fire Department
38. Troy Fire Department
39. West Hoosick Fire Department
40. Wynantskill Fire Department
41. West Sand Lake Fire Department



## 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 in the amount of \$898,840 are due upon Execution Date

1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software):* Year 1 maintenance and support fees are waived one (1) year from the Effective Date. Maintenance and support fees in years 2, 3 and 4 shall be invoiced annually in advance on the anniversary of the Effective Date, for the annual amount of \$199,673 for each year. Year 5 maintenance and support fees shall be limited to no more than 3% increase from the prior year. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

### 2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as follows:

\$126,593.75 (25%) due upon project plan acceptance  
\$126,593.75 (25%) due upon completion of system build  
\$126,593.75 (25%) due upon completion of training  
\$126,593.75 (25%) due upon completion of go-live

### 3. Other Services and Fees.

3.1 *Enterprise Public Safety Hosting and Other Annual Services Fees:* Annual recurring Services fees in the amount of \$179,025 shall be due ninety (90) days from the Effective Date. Years 2 and 3 Annual Services fees in the amount of \$179,025, shall be invoiced annually in advance on the Effective Date for each year. Years 4 and 5 Annual fees shall be limited to no more than 3% increase from the prior year. Annual services will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Subsequent annual services fees, at Tyler's then-current rates, are invoiced annually in advance.

### 4. Third Party Products.



- 4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 4.2 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software)*: 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.
- 4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
5. Expenses. The service rates in the Investment Summary do include travel expenses for Tyler delivered services. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Estimated travel expenses in the amount of \$109,385 shall not increase without written prior approval from the Client. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile



Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

#### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

#### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

#### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

### 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

|                          |                  |
|--------------------------|------------------|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon  | Dinner           |

Return Day

|                                       |                             |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon              | Breakfast                   |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch         |
| Return after 7:00 p.m.*               | Breakfast, lunch and dinner |

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for

internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the “lowest practical coach fare” with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## 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, 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 thirty (30) days prior to the end of the then-current term.
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.
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, as outlined in the Support Call Process. Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD only. After 9:00 p.m., the Enterprise 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. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. 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 you are a self-hosted customer and, 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, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; 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 attached to this Exhibit C at Schedule 1.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

|                             |                        |
|-----------------------------|------------------------|
| New Year’s Day              | Labor Day              |
| Martin Luther King, Jr. Day | Thanksgiving Day       |
| Memorial Day                | Day after Thanksgiving |
| Independence Day            | Christmas Day          |

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to



assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

### Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

| Priority Level | Characteristics of Support Incident   | Resolution Targets *  |
|----------------|---|---|
| 1<br>Critical  | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.     |
| 2<br>High      | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.  | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database. |

| Priority Level    | Characteristics of Support Incident  | Resolution Targets*   |
|-------------------|--|---|
| 3<br>Medium       | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 4<br>Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.                                      | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.  |

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## **Exhibit D Professional Services**

### **1. Project Management Services**

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
  - a project review (kickoff) meeting at your location
  - progress status meeting(s) during implementation via telephone conference or at your location; and
  - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

### **2. Implementation and Training Support Services**

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

### **3. Interface and/or Fixed Installation Services**

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police

Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

#### **4. Hardware Quality Assurance Service**

We shall provide Hardware Systems Assurance of your server(s).

- a) Hardware Quality Assurance Services (Standard Environment):  
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
  - Validate Hardware Configuration and System Specifications
  - Validate Network Requirements, including Windows Domain
  - Physical Installation of our Application Servers
  - Install Operating System and Apply Updates
  - Install SQL Server Standard and Apply Updates
  - Install Enterprise Applications Software and Apply Updates
  - Establish Base SQL Database Structure
  - Configure System for Electronic Customer Support (i.e. NetMeeting)
  - Tune System Performance Including Operating System and SQL Resources
  - Provide Basic System Administrator Training and Knowledge Transfer
  - Document Installation Process and System Configuration



**Exhibit D**  
**Schedule 1**  
**Data File Conversion Assistance**

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. This conversion effort includes data coming from one unique database or source, not multiple sources.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:
  - a. Conversion Analysis,
  - b. Assistance for Mapping and Testing, and
  - c. Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:
  - a. Running a conversion test in your test environment,
  - b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
  - c. We correct or otherwise respond to issues discovered and reported by you,
  - d. We will conduct internal testing to verify corrections, and

- e. Both parties planning for the next test iteration and/or the live implementation.
5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

#### Client Responsibilities

1. Provide a current copy of the databases to be converted in one of the following formats:
  - a. Microsoft SQL Server database
  - b. Microsoft Access database
  - c. Microsoft Excel spreadsheet
  - d. An ASCII format delimited text file, including embedded column headers and text delimiters.
2. You will respond to each test iteration in writing, on a form provided by us, either:
  - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
  - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3<sup>rd</sup>) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. If available, provide a data dictionary (data descriptors) of the databases being converted.
4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source will be converted for each of the files described in the Investment Summary, unless otherwise noted.





## Exhibit E

### Additional Terms for Enterprise Public Safety Hosted Components

We will provide you with the Enterprise Public Safety hosted components of Tyler Software indicated in the Investment Summary of this License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:
  - 1.1. **“Enterprise Public Safety Components”** means the Enterprise Public Safety hosted components of Tyler Software identified in the Investment Summary.
  - 1.2. **“Hosting Services”** means the hosting services Tyler will provide for the Enterprise Public Safety Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
  - 1.3. **“SLA”** means the service level agreement applicable to the Hosting Services for the Enterprise Public Safety Components. A copy of Tyler’s current SLA is attached hereto as Schedule 1 to this exhibit.
  - 1.4. **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
2. Hosting Terms for Enterprise Public Safety Components.
  - 2.1. We will either host or engage Third Party Services in order to host the Enterprise Public Safety Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advanced written notice to you of our intention to do so.
  - 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Enterprise Public Safety Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
  - 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
  - 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially

reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



## Exhibit E Schedule 1 Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with



you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

| Client Relief Schedule |                               |
|------------------------|-------------------------------|
| Actual Attainment      | Client Relief                 |
| 99.99% - 98.00%        | Remedial action will be taken |
| 97.99% - 95.00%        | 4%                            |
| Below 95.00%           | 5%                            |

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit F Tyler Hosted Managed Services (“HMS”)

### I. Scope of Services:

Tyler will perform the following system administrative tasks on the cloud hosted environment:

- a. Infrastructure Monitoring
- b. System Software Monitoring
- c. Database Administration
- d. Data Backup
- e. Tyler Application Updates
- f. System Updates

In addition, the following terms apply to the HMS Services:

- a. HMS Services are available 24/7/365, subject to the terms and conditions of the SLA.
- b. HMS services are restricted to the cloud hosted infrastructure and Tyler software environment only.
- c. Administration services are restricted to two Tyler environments: one live environment, and one test environment.
  - (1) In cases where additional environments exist, each additional environment will be subject to additional fees, which Tyler will quote to Client at Tyler’s then-current rates.
- d. Tyler does not support, and this HMS Agreement does not include support services for, any third-party product. Tyler will reasonably cooperate with Client in investigating issues within the Tyler Software that may be created by a third-party product, but it is Client’s responsibility to pursue support on third party products directly from that vendor or its authorized partners.
- e. Tyler can deploy the Virtual Message Switch (VMS) in a cloud hosted environment or within the client’s environment. The location of the VMS is dependent on state requirements. If the state will not allow the VMS to be hosted in the cloud hosted environment, then the VMS will be deployed on the Client’s existing secure state-approved network on virtualized infrastructure.

### II. Client Responsibilities:

- a. Client shall install and maintain for the duration of this HMS Agreement a stable business class high-speed internet connection available to connect to the cloud hosted environment and for remote support connections. The connection should provide enough bandwidth and throughput to support



existing internet traffic and the additional traffic generated by the Tyler deployment. Client shall pay for installation, maintenance and use of such equipment and associated communication line use charges. Tyler, at its option, shall use this remote interface in connection with error correction.

- b. Client is responsible for all client owned on-premise hardware, networking, peripheral devices, and all other third-party hardware/software.
- c. Client is responsible for installation and maintenance of on-premise Tyler client workstation software.
- d. Client is responsible for its GIS data including:
  - (1) Maintaining its GIS Data using esri ArcGIS Desktop/Pro software
  - (2) Pushing GIS data updates within the Tyler Software