

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Thursday, November 21, 2024

5:30 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Public Safety Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AMENDING THE 2024 SHERIFF'S OFFICE BUDGET: END OF YEAR ADJUSTMENTS
3. AUTHORIZING A LEASE AGREEMENT WITH WAREHOUSE ROW REALTY, LLC FOR SPACE TO BE USED FOR LAW ENFORCEMENT SPECIALTY TRAINING
4. AMENDING RESOLUTION NO. 491 FOR 2022 REGARDING THE 2022 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM GRANT AND AMENDING THE 2024 ALBANY COUNTY BUDGET
5. AUTHORIZING AN AGREEMENT WITH DELL MARKETING, LP REGARDING THE PURCHASE OF PALO ALTO FIREWALLS
6. AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH NEW YORK STATE REGARDING AN ATTACK SURFACE MANAGEMENT SOLUTION
7. AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING A CYBERSECURITY RISK ASSESSMENT
8. AMENDING THE 2024 DIVISION OF INFORMATION SERVICES BUDGET: INCENTIVE PROGRAM AND SOFTWARE PURCHASES AND SERVICES
9. AUTHORIZING AN AGREEMENT WITH TYLER TECHNOLOGIES REGARDING CLOUD MIGRATION OF THE COUNTY'S ENTERPRISE RESOURCE PLANNING SYSTEM AND PURCHASE OF ADDITIONAL HUMAN RESOURCE MODULES

County of Albany

*Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207*



Meeting Minutes

Monday, October 28, 2024

5:30 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Public Safety Committee

PREVIOUS BUSINESS:

- Present:** Frank J. Commisso, Robert J. Beston, Gary W. Domalewicz, Beroro T. Efekoro, Gilbert F. Ethier, Sean E. Ward, Zach Collins and Patrice Lockart
- Excused:** William M. Clay

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:

2. AMENDING AN AGREEMENT WITH FLOCK SAFETY REGARDING THE PERMITTING, INSTALLATION AND MAINTENANCE OF LICENSE PLATE READER CAMERAS

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

3. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE STATE OF NEW YORK, DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2023 DOMESTIC TERRORISM PREVENTION PROGRAM GRANT AND AMENDING THE 2024 SHERIFF'S OFFICE BUDGET

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

4. AUTHORIZING AN AGREEMENT WITH PITTSFIELD COMMUNICATIONS SYSTEMS, INC. REGARDING THE PREVENTATIVE MAINTENANCE AND SERVICE OF TWO-WAY RADIOS

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

5. AMENDING THE 2024 SHERIFF'S OFFICE BUDGET: COMMUNITY PROJECT FUNDING GRANT

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

6. AMENDING THE 2024 SHERIFF'S OFFICE BUDGET: PERSONNEL CHANGES

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

7. AMENDING THE 2024 SHERIFF'S OFFICE BUDGET: VEHICLE REPLACEMENT

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

8. AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT REGARDING THE BYRNE JUSTICE ASSISTANCE GRANT PROGRAM FUNDING

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

9. AUTHORIZING AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. REGARDING UPGRADING AND EXPANDING A MULTI-COUNTY RADIO PROJECT

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

10. AMENDING THE 2024 SHERIFF'S OFFICE BUDGET: YEAR END ADJUSTMENTS

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

11. AMENDING THE 2024 SHERIFF'S OFFICE BUDGET: BODY-WORN CAMERAS AND WELLNESS SOLUTION EXPENSES

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

12. AUTHORIZING AN AGREEMENT WITH ALLIED UNIVERSAL ELECTRONIC MONITORING US, INC. REGARDING GLOBAL POSITION SYSTEM SERVICES

A motion was made to move the proposal forward with a positive recommendation as amended. The motion amended by a unanimous vote.

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

November 6, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
Legislative Clerk's Office
112 State Street, Room 710
Albany, NY 12207

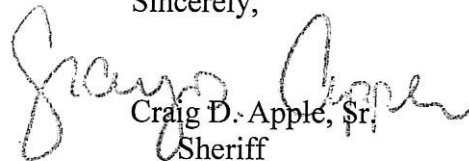
Dear Ms. Cunningham:

The attached is forwarded for presentation to the Albany County Legislature.

Legislative approval is being requested to make the attached budget adjustments for 2024. These adjustments are required by the Comptroller's Office and will ensure that our budget lines remain healthy for the remainder of 2024.

Should there be any questions on this matter, please do not hesitate to call.

Sincerely,


Craig D. Apple, Sr.
Sheriff

cc: Hon. Daniel P. McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Committee

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : November 6, 2024

DEPARTMENT: Albany County Sheriff's Office

CONTACT PERSON: Craig D. Apple, Sr.

TELEPHONE: 518-447-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: Craig D. Apple, Sr.

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) X
- CONTRACT AUTHORIZATION (SEE BELOW) _____
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) _____

CONCERNING BUDGET AMENDMENTS

STATE, THE FOLLOWING

INCREASE ACCOUNT/LINE NO. See Attached

SOURCE OF FUNDS: _____

TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: _____ PARTY (NAME/ADDRESS): _____

AMOUNT/RATE SCHEDULE/FEE: _____

TERM: _____

SCOPE OF SERVICES: _____

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO _____
FUNDING SOURCE: _____

COUNTY BUDGET ACCOUNTS:

REVENUE: _____

APPROPRIATION: _____

BOND(RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: _____ YES X NO _____
IF MANDATED CITE: AUTHORITY **Comptroller's Office**
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO _____
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)

FEDERAL _____

STATE _____

COUNTY _____

TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION: _____

RESOLUTION/LAW NUMBER: _____

DATE OF ADOPTION: _____

JUSTIFICATION: _____ (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

Transfer of Funds to cover expenditures for Department

3150 (Corrections) Thru Year End 2024

BACK-UP MATERIAL SUBMITTED _____ (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: Craig D. Apple, Sr.
TITLE: Sheriff

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

November 8, 2024

Honorable Joanne Cunningham
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is requested to enter into a three (3) year lease agreement with Warehouse Row Realty, LLC for space that will be utilized for law enforcement specialty training. This lease agreement is effective October 1, 2024 through September 30, 2027. The cost of this lease is \$97,379 per year and will be reimbursed 100% by the Federal Bureau of Investigations.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Craig D. Apple, Sr.'.

Craig D. Apple, Sr.
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Committee

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : NOVEMBER 6, 2024

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: CRAIG D. APPLE, SR.

TELEPHONE: 518-487-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: SHERIFF CRAIG D. APPLE, SR.

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) X
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) _____

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____

SOURCE OF FUNDS: _____

TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

CHANGE ORDER/CONTRACT AMENDMENT _____

PURCHASE (EQUIPMENT/ SUPPLIES) _____

LEASE (EQUIPMENT/SUPPLIES) _____

REQUIREMENTS _____

PROFESSIONAL SERVICES _____

EDUCATIONAL/TRAINING _____

GRANT: NEW _____

RENEWAL _____

SUBMISSION DEADLINE DATE _____

SETTLEMENT OF A CLAIM _____

RELEASE OF LIABILITY _____

OTHER: (STATE BRIEFLY) _____



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

October 30, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Subject: Extension of FY2022 Department of Justice Grant Funding

Dear Chairwoman Cunningham:

The Department of Management & Budget is requesting authorization to re-appropriate the US Department of Justice's FY2022 Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant into the 2024 budget, due to the expiration of encumbrance 22204453. This extension will allow Albany Law Enforcement Assisted Diversion (LEAD) partners to spend down the approximately \$1M balance on the two-year contracted grant award. This grant is administered by the US Department of Justice, Office of Justice Programs. This funding extension will be utilized to support Albany LEAD and will build upon the successful foundation that LEAD has already established in the City of Albany and expansion to surrounding jurisdictions. This funding makes it possible to advance the mission of LEAD in multiple, important ways. There is no cost to Albany County, this is a 100% federally funded reimbursement based grant.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-6087, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

The Department of Management & Budget is requesting authorization to re-appropriate the US Department of Justice's FY2022 Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant into the 2024 budget. This extension will allow Albany Law Enforcement Assisted Diversion (LEAD) partners to spend down the approximately \$1M balance on the two-year contracted grant award.

Date: October 29, 2024
Department: Management & Budget
Attending Meeting: Kate Pauly
Submitted By: Kate Pauly
Title: Grants Specialist
Phone: 518-447-7029

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

US Department of Justice Office of Justice Programs 810 7th St. NW, Washington, D.C. 20531

Term: (Start/end date or duration) October 1, 2022 - September 30, 2025
Amount/Raise Schedule/Fee: \$1,260,648

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes No
 Anticipated in Budget: Yes No
 Spreadsheet attached: Yes No

Source of Funding - (Percentages)

Federal: 100% County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A4310.04398.COS22
Revenue Amount: \$1,260,648
Appropriation Account and Line: A94310.44092.COS22
Appropriation Amount: \$1,260,648

File #: TMP-6087, **Version:** 1

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes No
 If Mandated, Cite Authority: Enter text.
 Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes No
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
 Bond Resolution No.: Enter text.
 Apprenticeship Program Yes No

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution 22-491 (accept), 12/5/2022

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Re-appropriation of the US Department of Justice's (US DOJ) FY2022 COSSAP Grant into the 2024 budget. This extension will allow LEAD partners to spend down the approximately \$1M balance on the grant through 12/31/2025, due to the expiration of encumbrance 22204453. Subawardees have until the end of 2025 per their contracts with the County & DOJ to spend down funds and therefore the funding needs to be present in the County budget in 2024. \$235,000 of the original \$1,260,648 award amount has been spent down.

APPROPRIATIONS

USE WHOLE NUMBERS ONLY

BUDGET LINE				FOR POSITIONS ONLY		DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	STATE POS. CODE	POSITION CONTROL					
A	4310	44092	COS22	000	000000	LEAD Funding	\$1,025,648			

TOTAL APPROPRIATIONS **\$1,025,648** **\$0**

ESTIMATED REVENUES

USE WHOLE NUMBERS ONLY

BUDGET LINE				FOR POSITIONS ONLY		DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	STATE POS. CODE	POSITION CONTROL					
A	4310	04398	COS22	000	000000	LEAD Funding		\$1,025,648		

TOTAL REVENUES **\$0** **\$1,025,648**

GRAND TOTAL **\$1,025,648** **\$1,025,648**

RESOLUTION NO. 491

AUTHORIZING AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS REGARDING THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM

Introduced: 12/5/22
By Public Safety Committee:

WHEREAS, The County Executive has requested authorization to enter into an agreement with the United States Department of Justice, Office of Justice Programs regarding the Comprehensive Opioid, Stimulant, and Substance Abuse Program in an amount of \$1,260,000 for a term commencing October 1, 2022 and ending September 30, 2025, and

WHEREAS, The County Executive has indicated that such funding will be used to support Albany LEAD (Law Enforcement Assisted Diversion) program's new initiative, "Growing LEAD: Increasing Operational Capacity to Improve and Expand Service in Albany County" by adding four case managers and a part time Data Analyst to strengthen its data analysis collection and expansions with regard to Albany Police Department's arrest and diversion data, Catholic Charities' data on characteristics and experiences, and LEAD data from other participation municipalities, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the United States Department of Justice, Office of Justice Programs regarding the Comprehensive Opioid, Stimulant, and Substance Abuse Program in an amount of \$1,260,000 for a term commencing October 1, 2022 and ending September 30, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 12/5/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 5th day of December, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 6th day of December, 2022.

A handwritten signature in cursive script that reads "Nicole Chambers". The signature is written over a horizontal line.

Clerk, Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

November 7, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Division of Information Services is respectfully requesting authorization to purchase Palo Alto Firewalls, software subscriptions and support from Dell Marketing, LP using a cooperative contract with National Cooperative Purchasing Alliance (NCPA) – Customer Agreement 01-143.

These firewalls will provide network redundancy and added security to help prevent cyber security attacks.

Thank you for your consideration. If you should have any questions, please don't hesitate to contact me.

Sincerely,


Patrick Alderson

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-6124, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Requesting authorization to purchase Palo Alto Firewalls from Dell using National Cooperative Purchasing Alliance (NCPA) Customer Agreement 01-143.

Date: 11/7/2024
Department: Division of Information Services
Attending Meeting: Patrick Alderson
Submitted By: Patrick Alderson
Title: Chief Information Officer
Phone: 518-447-3033

Purpose of Request: Other (State if not Listed) Purchase Equipment from a Cooperative Contract

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Dell Marketing, LP, PO Box 643561, Pittsburgh, PA 15264-3561

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes No
Anticipated in Budget: Yes No
Spreadsheet attached: Yes No

Source of Funding - (Percentages)

Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: A91680.22050
Appropriation Amount: \$173,059.78

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes No
If Mandated, Cite Authority: Enter text.

File #: TMP-6124, **Version:** 1

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes No

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes No

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Purchase Palo Alto Firewalls from Dell using a cooperative contract with National Cooperative Purchasing Alliance, Customer Agreement 01-143. These firewalls will provide network redundancy and help protect our network from Cyber Attacks.



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Dec. 06, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote No.	3000183001948.1	Sales Rep	Ellie Noland
Total	\$173,059.78	Phone	1(800) 4563355, 6180260
Customer #	3979192	Email	Elizabeth_Noland@Dell.com
Quoted On	Nov. 06, 2024	Billing To	ACCOUNTS PAYABLE
Expires by	Dec. 06, 2024		ALBANY COUNTY DIV OF INFO
	OMNIA-National		SVCS
Contract Name	Cooperative Purchasing		112 STATE ST RM 500
	Alliance (NCPA)		OFF OF IMMIGRATION
Contract Code	C000001019611		ASSISTANCE
Customer Agreement #	NCPA 01-143		ALBANY, NY 12207-2023

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Ellie Noland

Shipping Group

Shipping To	Shipping Method
ANDREW BELLINGER ALBANY COUNTY DIV OF INFO SVCS 112 STATE ST RM 500 ALBANY, NY 12207-2023 (518) 447-7142	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
CS-AC-PAN-SFP-PLUS-CU-5M-SFP+ form factor, 10Gb direct attach twin-ax passive cable with 2 transceiver ends and 5m of ca	\$222.20	1	\$222.20
CS-AC-PAN-PA-3420-BND-CORESEC-3YR-PA-3420, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention)	\$49,964.09	2	\$99,928.18

CS-AC-PAN-SVC-PREMUSG-3420-3YR-For US Government accounts only. Premium support 3-year prepaid, PA-3420	\$18,791.51	2	\$37,583.02
CS-AC-PAN-PA-3420-PA-3420 with redundant AC power supplies. Includes rack mount kit for installation in a four-post 19IN	\$17,663.19	2	\$35,326.38

Subtotal:	\$173,059.78
Shipping:	\$0.00
Non-Taxable Amount:	\$173,059.78
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: \$173,059.78

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Accelerate the power of AI for your data

Take the first step in achieving Generative AI success

[Learn More](#)

Shipping Group Details

Shipping To

ANDREW BELLINGER
 ALBANY COUNTY DIV OF INFO
 SVCS
 112 STATE ST
 RM 500
 ALBANY, NY 12207-2023
 (518) 447-7142

Shipping Method

Standard Delivery Free Cost

	Unit Price	Quantity	Subtotal
CS-AC-PAN-SFP-PLUS-CU-5M-SFP+ form factor, 10Gb direct attach twin-ax passive cable with 2 transceiver ends and 5m of ca	\$222.20	1	\$222.20
Estimated delivery if purchased today: Dec. 02, 2024 Contract # C000001019611 Customer Agreement # NCPA 01-143			
Description	SKU	Unit Price	Quantity
CS-AC-PAN-SFP-PLUS-CU-5M-SFP+ form factor, 10Gb direct attach twin-ax passive cable with 2 transceiver ends and 5m of ca	AD190199	-	1
	Unit Price	Quantity	Subtotal
CS-AC-PAN-PA-3420-BND-CORESEC-3YR-PA-3420, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention)	\$49,964.09	2	\$99,928.18
Estimated delivery if purchased today: Dec. 02, 2024 Contract # C000001019611 Customer Agreement # NCPA 01-143			
Description	SKU	Unit Price	Quantity
CS-AC-PAN-PA-3420-BND-CORESEC-3YR-PA-3420, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention	AD190200	-	2
	Unit Price	Quantity	Subtotal
CS-AC-PAN-SVC-PREMUSG-3420-3YR-For US Government accounts only. Premium support 3-year prepaid, PA-3420	\$18,791.51	2	\$37,583.02
Estimated delivery if purchased today: Dec. 02, 2024 Contract # C000001019611 Customer Agreement # NCPA 01-143			
Description	SKU	Unit Price	Quantity
CS-AC-PAN-SVC-PREMUSG-3420-3YR-For US Government accounts only. Premium support 3-year prepaid, PA-3420	AD190201	-	2
	Unit Price	Quantity	Subtotal
CS-AC-PAN-PA-3420-PA-3420 with redundant AC power supplies. Includes rack mount kit for installation in a four-post 19IN	\$17,663.19	2	\$35,326.38
Estimated delivery if purchased today: Dec. 02, 2024 Contract # C000001019611 Customer Agreement # NCPA 01-143			
Description	SKU	Unit Price	Quantity
CS-AC-PAN-PA-3420-PA-3420 with redundant AC power supplies. Includes rack mount kit for installation in a four-post 19IN	AD190202	-	2

Subtotal:	\$173,059.78
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$173,059.78

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

November 7, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Division of Information Services is respectfully requesting legislative authorization to enter into an intergovernmental agreement with New York State to provide Albany County with an Attack Surface Management (ASM) Solution at no cost. New York State has partnered with Palo Alto to provide New York State Counties with Cortex Xpanse. Xpanse is an active ASM solution that will help Albany County actively discover, analyze and respond to unknown risks in all connected systems and internet-exposed services, enabling us to address the cybersecurity vulnerabilities that make up our attack surface. Xpanse protects our known internet-facing assets like IP address ranges, domains, certificates and services (e.g., web and mail servers). It also allows automated discovery of vulnerable assets or misconfigurations we might not know about.

The initial term of the intergovernmental agreement shall be for a period of three (3) years beginning 1/1/2025 and will be automatically renewed for additional twelve (12) month terms based upon approval of funding in the State budget and approval of the New York State Office of the State Comptroller.

Thank you for your consideration. If you should have any questions, please don't hesitate to contact me.

Sincerely,

Patrick Alderson

cc: - Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-6125, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Intergovernmental Agreement between New York State and Albany County to provide an Attack Surface Management Solution at no cost.

Date: 11/7/2024
Department: Division of Information Services
Attending Meeting: Patrick Alderson
Submitted By: Patrick Alderson
Title: Chief Information Officer
Phone: 518-447-3033

Purpose of Request: Contract Authorization Intergovernmental Agreement

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Division of Homeland Security and Emergency Services, 1220 Washington Avenue, State Office Campus Bldg. 7A, Albany, NY 12226

Term: (Start/end date or duration) 1/1/2025 - 12/31/2028 - will be automatically renewed for additional twelve (12) month term based upon approval of funding in the State budget and approval of the New York State Office of the Comptroller.

Amount/Raise Schedule/Fee: \$0

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes No
 Anticipated in Budget: Yes No
 Spreadsheet attached: Yes No

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes No
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes No
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes No

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 506 of 2022

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Division of Information Services is respectfully requesting legislative authorization to enter into an intergovernmental agreement with New York State to provide Albany County with an Attack Surface Management (ASM) Solution at no cost. NYS has partnered with Palo Alto to provide NYS Counties with Cortex Xpanse. Xpanse is an active ASM solution that will help Albany County actively discover, analyze and respond to unknown risks in all connected systems and internet-exposed services, enabling us to address the cybersecurity vulnerabilities that make up our attack surface. Xpanse protects our known internet-facing assets like IP address ranges, domains, certificates and services (e.g., web and mail servers). It also allows automated discovery of vulnerable assets or misconfigurations we might not know about.

RESOLUTION NO. 506

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH NEW YORK STATE REGARDING ENDPOINT PROTECTION AND RESPONSE CYBERSECURITY MONITORING SERVICES

Introduced: 12/5/22

By Audit and Finance Committee:

WHEREAS, The Commissioner of the Department of Management and Budget has requested authorization to enter into an intergovernmental agreement with New York State to provide Albany County with endpoint detection response (EDR) software for cybersecurity monitoring at no cost for a term beginning January 1, 2023 and ending December 31, 2025, with an automatic 12-month extension upon approval of State funding, and

WHEREAS, EDR technology is used to protect computers, servers and other devices by monitoring cyberthreats in real time, and the software provider, CrowdStrike, will work directly with the Division of Information Services to deploy EDR solutions for the County and will provide training to the County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute an intergovernmental agreement with New York State to provide Albany County with endpoint detection response (EDR) software for cybersecurity monitoring at no cost for a term beginning January 1, 2023 and ending December 31, 2025, with an automatic 12-month extension upon approval of State funding, and, be it further

RESOLVED, That said agreement be approved by the County Attorney as to form and content prior to the execution therefore, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward copies of this resolution to the appropriate Albany and Saratoga County Officials.

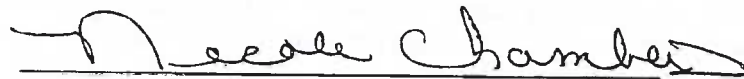
Adopted by unanimous vote – 12/5/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 5th day of December, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 6th day of December, 2022.


Clerk, Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
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PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

November 7, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Division of Information Services is respectfully requesting legislative authorization to enter into an Intergovernmental Shared Services Agreement with New York State Division of Homeland Security and Emergency Services to provide Albany County with a Cybersecurity Risk Assessment at no cost. This assessment will include a Phishing Assessment, Cyber Risk Assessment, Penetration Testing and Adhoc Vulnerability Scans. The Phishing Assessment will simulate an email-based phishing attack to assess the effectiveness of our email security training, including a separate training to educate users on how to spot phishing messages. A report will be issued after the assessment is complete. The Cyber Risk Assessment will include one or more of the following activities: vulnerability scanning of publicly accessible IT devices and internal IT devices, Open-Source Intelligence gathering, a review of our internal policies related to Cyber Security and interviews with personnel to understand our internal controls and policies. A final report will be provided at the end of the assessment. Penetration Testing will include a simulated cyber-attack against our local infrastructure. Any identified vulnerabilities may be noted during the assessment and will culminate in a final report. Lastly, Adhoc Vulnerability Scans will be performed against publicly accessible systems and services at our request. These scans can be used during a potential Cyber incident or to test new publicly accessible applications or services.

Thank you for your consideration. If you should have any questions, please don't hesitate to contact me.

Sincerely,


Patrick Alderson

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-6128, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Intergovernmental Shared Services Agreement between New York State Division of Homeland Security and Emergency Services and Albany County to provide a Cybersecurity Risk Assessment at no cost.

Date: 11/7/2024
Department: Division of Information Services
Attending Meeting: Patrick Alderson
Submitted By: Patrick Alderson
Title: Chief Information Officer
Phone: 518-447-3033

Purpose of Request: Contract Authorization Intergovernmental Agreement

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Division of Homeland Security and Emergency Services, 1220 Washington Avenue, State Office Campus, Bldg. 7A, Albany, NY 12226

Term: (Start/end date or duration) 1/1/2025 - 12/31/2028
Amount/Raise Schedule/Fee: \$0

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes No
Anticipated in Budget: Yes No
Spreadsheet attached: Yes No

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes No
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes No
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes No

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 506 of 2022

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Division of Information Services is respectfully requesting legislative authorization to enter into an Intergovernmental Shared Services Agreement with New York State Division of Homeland Security and Emergency Services to provide Albany County with a Cybersecurity Risk Assessment at no cost. This assessment will include a Phishing Assessment, Cyber Risk Assessment, Penetration Testing and Adhoc Vulnerability Scans. The Phishing Assessment will simulate an email-based phishing attack to assess the effectiveness of our email security training, including a separate training to educate users on how to spot phishing messages. A report will be issued after the assessment is complete. The Cyber Risk Assessment will include one or more of the following activities: vulnerability scanning of publicly accessible IT devices and internal IT devices, Open-Source Intelligence gathering, a review of our internal policies related to Cyber Security and interviews with personnel to understand our internal controls and policies. A final report will be provided at the end of the assessment. Penetration Testing will include a simulated cyber-attack against our local infrastructure. Any identified vulnerabilities may be noted during the assessment and will culminate in a final report. Lastly, Adhoc Vulnerability Scans will be performed against publicly accessible systems and services at our request. These scans can be used during a potential Cyber incident or to test new publicly accessible applications or services.

New York State Division of Homeland Security and Emergency Services Cybersecurity Services Agreement

This Agreement, made this _____ day of _____, 20____, by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services, having its principle place of business at the Harriman State Office Campus, 1220 Washington Avenue, Building 7A, 7th Floor, Albany, New York 12226, hereinafter referred to as the "State" and _____, having its principal place of business located at _____, hereinafter referred to as "Recipient". Each party to this Agreement is referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, pursuant to Executive Law §§ 709(2)(j) and (2)(o) the State maintains cybersecurity teams which assist local governments and State agencies and private entities with cyber security preparedness by conducting vulnerability assessments, network scans, penetration tests, phishing, examinations and/or analyses of information technology (hereinafter IT) networks and systems (hereinafter Cyber Services); and

WHEREAS, the Recipient is such an entity located in the State of New York that maintains various information technology (hereinafter IT) networks and systems¹ to provide its services; and

WHEREAS, the Recipient recognizes the need to maintain secure IT networks and systems;

WHEREAS, this Agreement includes Appendix "B" listing the suite of the State's Cyber Services available to Recipient; and

WHEREAS, the Recipient may request Cyber Services as referenced in Attachment "B" from the State following the process and procedure set forth in this Agreement;

NOW, THEREFORE, the State and the Recipient hereby agree as follows:

1. This Agreement includes the attached Appendix "A", Appendix "B," and any and all agreed to Scopes of Work and Rules of Engagement, which shall be incorporated into the terms of this Agreement by reference as though more fully set forth in their entirety herein.
2. The State's Cyber Services shall be available to Recipient for a three (3) year period commencing on [date] and shall end on [date]. Recipient is authorized to make multiple requests for the State's Cyber Services during this three (3) year period, subject to the State's agreement and approval.
3. The Parties shall set forth the specific Cyber Services agreed to be performed by the State for the benefit of the Recipient in a Scope of Work which shall be completed prior to the commencement of any work along with Rules of Engagement.
4. Recipient shall designate in writing, on its official letterhead, its authorized representative to select, identify, and notify the State of the specific Cyber Services requested and such authorized representative shall be authorized to execute Scopes of Work and Rules of Engagement and all related documents during the term of this Agreement on behalf of Recipient. Such Designation shall be notarized and may be amended and superseded at the discretion of the Recipient.

¹ IT networks and systems may include, but is not necessarily limited to desktops, laptops, servers, network information systems and other networked electronic devices.

5. Recipient hereby authorizes the State to access, use, and otherwise interact with its IT networks and systems, as specified in the Scope of Work, to conduct such vulnerability assessments, network scans, penetration tests, phishing, examinations and/or analyses as described in the attached Scope of Work and in accordance with the attached Rules of Engagement.
6. Recipient acknowledges and assumes all risks associated with the services performed under this Agreement including but not limited to the Cyber Services, as specified in the Scope of Work, or implementation of any State guidance which may result in a reduction of or interruption in the operation and function of some or all of Recipient's IT systems and networks during or after the Cyber Services as specified in the Scope of Work, or implementation of guidance, including, but not limited to the following risks: loss of host availability, loss of network availability, loss of data, corruption of data in transit, corruption of data at rest, corruption of data at use, network instability, and host instability. The State intends to use its best efforts to conduct the Cyber Services as specified in the Scope of Work, in a manner that minimizes risk and impact to the Recipient's IT systems and networks but makes no warranties with respect to the function or operation of Recipient's IT networks and systems before, during or after performing the Cyber Services. Recipient agrees to promptly notify the State's assigned engagement lead in the event that Recipient reasonably suspects that activities governed by this agreement may be having a negative impact on Recipient's networks, systems and / or personnel.
7. Except as may be required by applicable law or a court of competent jurisdiction in the State of New York, the State, its officers, agents, and employees, if any, will endeavor to use reasonable efforts to maintain the confidentiality of Recipient's IT system and network and information and data related thereto.
8. As an express condition of the State conducting its Cyber Services as specified in the Scope of Work, Recipient waives, releases and forever discharges the State from any and all negligence actions, causes of action, suits, judgments, damages, claims, costs, and demands whatsoever, in law, or equity, which the Recipient has, may have or will have against the State, its officers, agents, and employees, if any, of every kind and nature and relating to the Cyber Services performed by the State and/or, as specified in the Scope of Work.
9. Recipient shall be solely responsible and answerable in damages for any and all claims and causes of action arising out of or related to the vulnerability assessment, network scans, tests, examinations and/or analyses, as specified in the Scope of Work, activities conducted pursuant to this Agreement to the extent attributable to the Recipient or its employees and contractors. Recipient shall indemnify and hold harmless, the State, and its officers, agents, employees, and subcontractors, if any, from any negligence claims, suits, actions, damages, and costs (including reasonable attorney fees) of every kind and nature arising out of the performance of the Cyber Services as specified in the Scope of Work and related activities including any changes in the function or operation of Recipient's IT networks and systems and/or the disclosure of confidential information.
10. Recipient agrees to promptly notify necessary third parties, including but not limited to third-party system owners, of the State's activities and secure necessary third-party authorizations in a timely fashion. Recipient will bear the full responsibility for any liability that results from the failure to secure necessary third-party authorizations and waivers, and for any damage to third parties arising out of or related to the vulnerability assessment, network scans, tests, examinations and or analyses, as specified in Scope of Work, performed by the State.
11. This constitutes the entire agreement between the parties hereto and all previous communications, whether written or oral relating to the subject matter of this contract are hereby superseded. If any provision of this agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the agreement.

12. This constitutes the entire Agreement, including Appendix "A," Appendix "B," and any future Scope of Work and Rules of Engagement, between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties herein.

IN WITNESS WHEREOF, the Recipient has caused this instrument to be sealed and signed by Recipient or its duly authorized agent/officer, and the State has caused this instrument to be executed by its duly authorized officer.

NYS Division of Homeland Security
and Emergency Services

Recipient Name

By: _____

By: _____

Director or Authorized Designee

(Name and Title of authorized representative)

NYS Division of Homeland Security
and Emergency Services

Acknowledgement Clause

State of New York)

)ss.

County of _____)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Appendix B:

Recipient, please initial the services that you would like to have covered under this agreement:

____ 1. Phishing Assessment – Requesting this service will authorize DHSES to simulate an email-based phishing attack to assess the effectiveness of your email security training along with a separate training to educate users on how to spot phishing messages. CIRT will then deliver a report showing how many users were deceived by the phishing emails, to what extent they interacted with the suspect emails, and how many completed the training.

____ 2. Cyber Risk Assessment – Requesting this service will authorize DHSES to perform a Cybersecurity Risk Assessment for your organization. This assessment may include one or more of the following activities: vulnerability scanning of publicly accessible IT devices and internal IT devices, Open-Source Intelligence gathering, a review of your internal policies related to Cyber Security, and interviews with some of your personnel to understand the implementation level of your internal controls and policies. It will culminate in a final report that contains action-oriented, prioritized findings. The specifics of this program are laid out in the Risk Assessment Rules of Engagement and Scope of Work documents and must be completed prior to the start of any activity.

____ 3. Penetration Testing – Requesting this service will authorize DHSES to simulate a cyber attack against your local infrastructure. Any identified vulnerabilities will be exploited to fully demonstrate the impact and any exploit chain that is exposed by that vulnerability. Although no destructive attacks will be used by DHSES staff, any potentially destructive vulnerabilities (Denial of Service, Data destruction, etc) may be noted during the assessment. It will culminate in a final report that contains action-oriented, prioritized findings. Some of the findings will include steps to replicate as appropriate so that your staff may test any corrective actions / mitigations that they apply as a result of the report. The specifics of each test will be laid out in the Pentesting Rules of Engagement and Scope of Work documents and must be completed prior to the start of any activity.

____ 4. Adhoc Vulnerability Scans – These vulnerability scans will be performed against publicly accessible systems and services at your request. While they are not a replacement for a routine vulnerability scanning program, they can be used during a potential Cyber Incident or to test new, publicly accessible applications or services. The scanners used by CIRT include but are not limited to opensource scanners such as NMAP and commercial products such as Nessus.



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
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PHONE: (518) 447-7277 FAX: (518) 447-3000
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PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

November 7, 2024

Honorable Joanne Cunningham, Chair
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chair Cunningham,

The Division of Information Services is requesting authorization to amend the 2024 budget and reallocate unspent personnel and computer equipment expenditures to pilot a performance-based incentive program, and to cover costs associated with enterprise software purchases and services. Services may include: strategic planning; enterprise resource planning (ERP) migration support; redevelopment of applications; routing; system administration support; and data classification. Softwares may include: secure web browsers; soft phone clients; human resource information system modules; contract management systems; and learning management systems. This request is budget neutral and better positions the Division of Information Services to leverage its available funding in the current and future fiscal years.

If you have any questions, please do not hesitate to reach out.

Sincerely,

Patrick Alderson
Chief Information Officer

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-6126, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Budget Amendment for the Division of Information Services for Incentive Program, and Various Software and Services

Date: 11/7/2024
Department: Division of Information Services
Attending Meeting: Patrick Alderson
Submitted By: Patrick Alderson
Title: Chief Information Officer
Phone: 518-447-7200

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes No
 Anticipated in Budget: Yes No
 Spreadsheet attached: Yes No

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: N/A
Revenue Amount: N/A
Appropriation Account and Line: See spreadsheet.
Appropriation Amount: \$779,700

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes No
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes No

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes No

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Division of Information Services is requesting authorization to amend the 2024 budget and reallocate unspent personnel and computer equipment expenditures to pilot a performance-based incentive program, and to cover costs associated with enterprise software purchases and services. Services may include: strategic planning; enterprise resource planning (ERP) migration support; redevelopment of applications; routing; system administration support; and data classification. Software's may include: secure web browsers; soft phone clients; human resource information system modules; contract management systems; and learning management systems. This request is budget neutral and better positions the Division of Information Services to leverage its available funding in the current and future fiscal years.

APPROPRIATIONS

BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
A	1680	11350	10000	001	350001	Chief Information Officer		\$16,500		Information Services
A	1680	11914	10000	001	350089	Manager of Programming and Services		\$92,700		Information Services
A	1680	12725	10000	004	350063	Senior Network & Systems Technician		\$73,250		Information Services
A	1680	12725	10000	007	350066	Senior Network & Systems Technician		\$41,750		Information Services
A	1680	12726	10000	005	350052	Network & Systems Technician		\$55,500		Information Services
A	1680	22050	10000			Computer Equipment		\$500,000		Information Services
A	1680	11954	10000			Enhanced Pay	\$29,700			Information Services
A	1680	44021	10000			Computer Supplies	\$250,000			Information Services
A	1680	44046	10000			Fees for Services	\$500,000			Information Services
TOTAL APPROPRIATIONS								\$779,700	\$779,700	

ESTIMATED REVENUES

BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME	
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY							
				STATE POS. CODE	POSITION CONTROL						
TOTAL REVENUES							\$0	\$0			
GRAND TOTAL							\$779,700	\$779,700			



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycountny.com

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

November 15, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham,

As the coordinator for Albany County's Enterprise Resource Planning (ERP) Management Committee, the Division of Information Services is requesting authorization to enter into a contract with Tyler Technologies for the migration of our ERP application to the cloud. This is a three-year contract (1/1/2025-12/31/2027), for a total of \$2,225,764.00 (\$681,468 in Y1, \$772,148 in Y2, and \$772,148 in Y3). This project is being funded by a combination of American Rescue Plan Act (15%) and County funds (85%). A combination of ARPA grants awarded to the Department of Human Resources (Resolutions 23-667 and 23-668), Department of Audit & Control (Resolution 23-670), and the Division of Information Services (Resolution 24-637) make up the federally funded portion of this project.

The migration will improve application accessibility and scalability, reduce maintenance needs, enhance security, and ensure greater resiliency in disaster recovery. This project positions Albany County to have better integration options with other cloud services and applications, which can streamline Departments' workflows and business processes (e.g., making it easier for residents to pay delinquent tax bills or apply for permits, or for employees to access their records). Additionally, this project will enhance existing functionalities by adding employee self service capabilities, adding recruiting modules, and adding content management functionality which will improve data classification, as well as financial and employee document management. After this project is implemented, Albany County will be more resilient to business interruptions and will have added applications to Human Resource's portfolio which will create internal efficiencies and improve employee satisfaction with onboarding processes.

Sincerely,

Patrick Alderson

Patrick Alderson
Chief Information Officer

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel

Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-6127, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Cloud Migration of County's Enterprise Resource Planning System and Purchase of Additional Human Resource Modules

Date: 11/15/2024
Department: Division of Information Services
Attending Meeting: Patrick Alderson
Submitted By: Patrick Alderson
Title: Chief Information Officer
Phone: 518-447-7200

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Tyler Technologies
One Tyler Drive
Yarmouth, ME 04096

Term: (Start/end date or duration) 1/1/2025-12/31/2027
Amount/Raise Schedule/Fee: \$2,225,764.00 (\$681,468 in Y1, \$772,148 in Y2, \$772,148 in Y3)

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes No
Anticipated in Budget: Yes No
Spreadsheet attached: Yes No

Source of Funding - (Percentages)

Federal: 14.7% County: 85.3%
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: CM41514C.04089Z.ARP23; CM41509C.04089Z.ARP23;
CM41501C.04089Z.ARP23; CM41305C.04089Z.ARP24
Revenue Amount: \$326,877 (Year 1)
Appropriation Account and Line: CM91514C.44046Z.ARP23; CM91509C.22050Z.ARP23;
CM91509C.44046Z.ARP23; CM91501C.22050Z.ARP23; CM91305C.44046Z.ARP24; A91680.44021.10000

File #: TMP-6127, Version: 1

Appropriation Amount: Total of \$681,468 in Y1 (\$100,000; \$8,000; \$12,000; \$33,500; \$173,377; \$354,591)

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes No
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes No
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes No

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution 24-364 (6/10/2024); Resolution 23-667 (12/18/23); Resolution 23-668 (12/18/23); Resolution 23-670 (12/18/23); Resolution 24-637 (10/15/2024)

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

As the coordinator for Albany County's Enterprise Resource Planning (ERP) Management Committee, the Division of Information Services is requesting authorization to enter into a contract with Tyler Technologies for the migration of our ERP application to the cloud. This is a three-year contract (1/1/2025-12/31/2027), for a total of \$2,225,764.00 (\$681,468 in Y1, \$772,148 in Y2, and \$772,148 in Y3). This project is being funded by a combination of American Rescue Plan Act (15%) and County funds (85%). A combination of ARPA grants awarded to the Department of Human Resources (Resolutions 23-667 and 23-668), Department of Audit & Control (Resolution 23-670), and the Division of Information Services (Resolution 24-637) make up the federally funded portion of this project.

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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

- **"Agreement"** means this Software as a Service 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 Albany County, New York.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"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.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"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 by which both your and our authorized representatives have signed 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 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.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto 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 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 SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“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 – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional 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. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) 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.
7. 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.
8. 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).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 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;

9.4 make available to you all 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

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform 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 your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested 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.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install 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. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access 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.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(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 SaaS 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 F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years, from January 1, 2025 to December 31, 2027, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current

SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. 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 E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(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 H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – 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 G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 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; or (c) replace it with a functional equivalent. 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 PCI-DSS requirements or 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) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. 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 G(1) AND G(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 H – 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 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.
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. 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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data

must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

24. **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	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms

[SIGNATURE PAGE FOLLOWS]

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.

Albany County, New York

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:

Albany County
112 State Street, Room 500
Albany, NY 12207-2023
Attention: _____

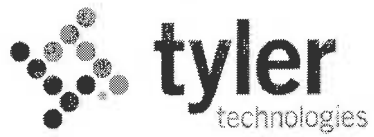


Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By: Jennifer Barns
 Quote Expiration: 12/31/24
 Quote Name: Albany County - EERP - AWS
 Hosting
 Quote Description: AWS Hosting
 SaaS Term: 3.00

Shipping Address:

Albany County
 Room 500
 112 State Street
 Albany NY 12207-2023

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management	1	0	\$ 159,055.00
Accounting/GL/BG/AP	1	0	\$ 40,065.00
Capital Assets	1	0	\$ 40,065.00
Inventory	1	0	\$ 25,041.00
Project & Grant Accounting	1	0	\$ 41,315.00
Purchase Orders	1	0	\$ 28,920.00
Requisitions	1	0	
Human Resources Management			
HR Management	1	0	\$ 14,365.00
Payroll	1	0	\$ 27,416.00
Timekeep Interface	1	0	\$ 6,887.00
Revenue Management			
Accounts Receivable	1	0	\$ 36,620.00
General Billing	1	0	\$ 17,216.00

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Tax Billing	1	0		\$ 159,629.00
Tax Delinquent Process - NY	1	0		\$ 43,472.00
Data Insights				
Enterprise Analytics and Reporting	1	0		\$ 65,762.00
Additional				
BMI Asset Track Interface	1	0		\$ 3,430.00
Enterprise Forms Processing (including Common Form Set)	1	0		\$ 10,435.00
Recurring Services				
Data Access Services	1	0		\$ 3,000.00
TOTAL		0		\$ 722,693.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 38,032.00	\$ 0.00	\$ 38,032.00	\$ 0.00
TOTAL				\$ 38,032.00	\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 722,693.00
Total Tyler Services	\$ 38,032.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 38,032.00	\$ 722,693.00
Contract Total	\$ 2,206,111.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

State Tax includes Tyler Forms Library - State Tax - 5 Forms.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.



Quoted By: Jennifer Barns
 Quote Expiration: 12/31/24
 Quote Name: Albany County - EERP - Employee Access, Recruiting & Content Manager
 Quote Description: New Modules - Sourcewell
 SaaS Term: #090320-TTI 1.00

Sales Quotation For: Shipping Address:

Albany County
 Room 500
 112 State Street
 Albany NY 12207-2023

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Employee Access	1	16	\$ 14,000.00
Recruiting	1	48	\$ 4,500.00
Content Management			
Content Manager Core includes Onboarding	1	64	\$ 36,450.00

Sub-Total: \$ 54,950.00
 Less Discount: \$ 5,495.00
TOTAL \$ 49,455.00

Professional Services

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Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	16	\$ 200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
Remote Implementation	128	\$ 200.00	\$ 0.00	\$ 25,600.00	\$ 0.00
TOTAL				\$ 28,800.00	\$ 0.00

	One Time Fees	Recurring Fees
Summary		
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 49,455.00
Total Tyler Services	\$ 28,800.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 28,800.00	\$ 49,455.00
Contract Total	\$ 78,255.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Human Resources Management			
Employee Access	\$ 14,000.00	\$ 1,400.00	\$ 12,600.00
Recruiting	\$ 4,500.00	\$ 450.00	\$ 4,050.00
Content Management			
Content Manager Core includes Onboarding	\$ 36,450.00	\$ 3,645.00	\$ 32,805.00

TOTAL

\$ 54,950.00 \$ 5,495.00 \$ 49,455.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document.
- Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred. Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

First year prorated 7/1/25 - 12/31/25.



Exhibit B

Invoicing and Payment Policy

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

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

1. SaaS Fees.

1.1 SaaS Fees shall be invoiced as follows:

1.1.1 For all Tyler Software except Recruiting, Content Manager, Human Resources, and Employee Access, on a quarterly basis, beginning on January 1, 2025.

1.1.2 For Recruiting, Content Manager, Human Resources, and Employee Access, on a quarterly basis, beginning on July 1, 2025.

1.2 Your annual SaaS fees for the initial term are set forth in the Investment Summary. We will not increase SaaS fees for the period January 1, 2025 – December 31, 2027. Thereafter, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning

- Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *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. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as 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.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software as follows:
 - 6.1 For all Tyler Software except Recruiting, Content Manager, Human Resources, and Employee Access, for the time period commencing on January 1, 2025; and
 - 6.2 For Recruiting, Content Manager, Human Resources, and Employee Access, for the time period commencing on July 1, 2025.

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.



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.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State 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

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 month, 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 month 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. Service Availability only applies to Tyler Software being used in the live production environment.

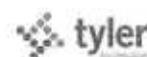
Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

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 month.

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 month. 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.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

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.

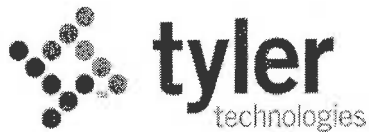


Exhibit C Schedule 1 Support Call Process

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 – 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 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.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 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.
3 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 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.

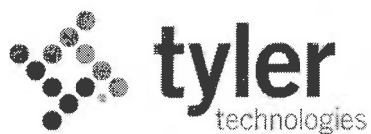


Exhibit D Third Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Procurement Policy, Section IV: Sole Source Procurements

A sole source procurement is justified when there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service.

Department: Division of Information Services

Contact Name: Patrick Alderson

Phone #: 518-447-7200

Requisition #: N/A

Describe in detail the products and/or services to be procured:

Procure Tyler Technologies services for the migration of the MUNIS/EERP application to a cloud hosted environment. Additionally, The Division of Information Services would like to procure employee self service capabilities, recruiting modules, and content/document management functionality.

Detail how this/ these produce(s) meet(s) your needs. Define the unique benefits to the County of the item as compared to other products in the marketplace. Show that no other product provides substantially equivalent or similar benefits and that, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace. (Attach a separate page if needed)

Vendor Name: Tyler Technologies

Vendor Address: One Tyler Drive, Yarmouth, ME 04096

Phone: (800) 772-2260

Fax: N/A

Product Needed by date: 1/1/2025

Estimated Total Dollars for this procurement: \$2,225,764

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Attach a detailed explanation of Vendor Sole Source Status, i.e., what is the basis for your identifying this vendor as a sole source? Check any that apply.

- The vendor is the manufacturer of the product and has no distributors.
(Attach manufacturer's letter as documentation.)
- The vendor is the only reseller of the manufacturer's product in this geographic region.
(Attach manufacturer's letter as documentation.)
- Item to be purchased is a supply for equipment which is under warranty,
and use of any product other than specified will void the warranty.
(Attach copy of warranty with such requirement highlighted).
- Item is proprietary and is additional product or software which must work
with an existing system.
(Provide letter of documentation from system manufacturer.)
- Product has been standardized for use in Albany County through the
Albany County legislative process.
(Attach copy of Resolution.)
- Other
(Provide a statement on a separate page with detailed documentation.)

Department Head or Designee:

Patrick Alderson

Signature:

Patrick Alderson



One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

October 28, 2024

Albany County
112 State Street, Room 500
Albany, New York 12207-2023

RE: Sole Source of Tyler SaaS Services

Please accept this letter as confirmation that Tyler Technologies, Inc. is the sole provider of Software as a Service services ("SaaS Services") for the Tyler proprietary software currently licensed to Albany County.

Tyler's SaaS Services include system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, as well as the right to access and use the Tyler Software, receive maintenance, support, and updates for the Tyler Software. Provision of the SaaS Services requires knowledge of proprietary aspects of Tyler's software. No other party has such knowledge, and no other party is authorized to provide SaaS Services for Tyler Software to Albany County.

Regards,

A handwritten signature in black ink that reads "Kimberly Watson".

Kimberly Watson
Senior Corporate Attorney



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Patrick Alderson, Chief Information Officer
Division of Information Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: November 14, 2024

RE: Tyler Technologies-Sole Source

I am in receipt of your documentation pertaining to Tyler Technologies MUNIS/EERP migration project.

As Albany County currently uses Tyler Technologies proprietary system and software, I approve the sole source.

Please obtain the necessary contract approval so that we may issue a Notice of Award.

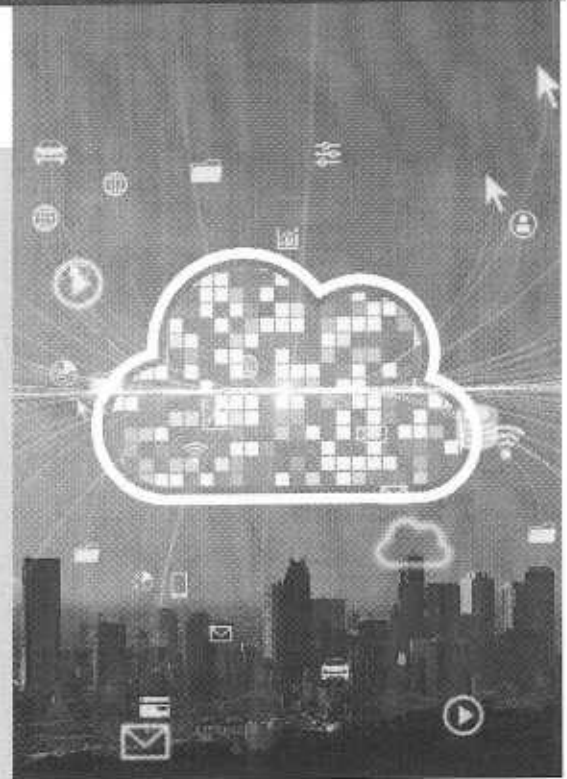
Is It Time to Move to the Cloud?

The public sector's embrace of moving to the cloud is transforming the national data landscape. Local governments of all sizes, school systems, and special districts are increasingly recognizing the value of moving from on-premises servers to cloud-based, software-as-a-service (SaaS) solutions.

The trend is accelerating. Up to 60% of organizations will use an external service provider's cloud-managed service offering by 2022, doubling the percentage of organizations from 2018, according to Gartner.¹

Moving data and systems to the cloud reduces capital expenses, improves IT efficiency and data security, ensures access to the latest technology, improves internal connectivity, and strengthens community engagement.

Below are five benefits of moving to the cloud.



Reduce capital budget needs

Purchasing and maintaining the infrastructure required for on-premises hosting is costly. Because of this high cost, organizations sometimes keep systems running past their ideal retirement date. The result of maintaining aged systems, which may have hard-to-find replacement parts, is that organizations don't have access to the latest software and security safeguards. Also, unexpected hardware failures can play havoc with IT budgets and staffing.

In comparison, cloud-hosted SaaS solutions offer clear-cut costs that are easy to plan for, eliminating unexpected expenses. The organization simply pays a subscription fee, and the software provider is responsible for the hosting infrastructure. Top SaaS providers use reliable, up-to-date technology, which means organizations don't need to worry about aging infrastructure.

The cloud makes budget planning more predictable and saves money in the long run by eliminating expensive equipment purchases and maintenance.

Minimize the burden on IT

Maintaining on-premises servers 24/7 requires a sizable commitment for IT staffs that are already stretched thin. Removing the onus of maintaining servers frees up time for IT departments to concentrate on work that directly impacts the lives of community members. Additionally, the burden of performing backups, restoring software, and maintaining data shifts from the organization to the provider.

Taking the pain out of software upgrades is a key benefit of moving to the cloud. Less disruptive and more dependable than on-premises updates, cloud-based upgrades are handled by the provider, and these upgrades are typically automatic and more frequent, ensuring that software is always up-to-date.

Eliminating the onus of overseeing on-premises servers frees up IT resources that can be redirected to better deliver services and solve community issues.

¹ Gartner. (2019). Gartner Forecasts Worldwide Public Cloud Revenue to Grow 17% in 2020. <https://www.gartner.com/en/newsroom/press-releases/2019-11-13-gartner-forecasts-worldwide-public-cloud-revenue-to-grow-17-percent-in-2020>

What is SaaS?

Software as a service (SaaS) is a subscription model in which client data is hosted in the cloud, rather than on-premises. SaaS eliminates the need to install and run applications on individual servers. It streamlines maintenance and support because functions can be managed by a software provider, including applications, servers, storage, and networking.

Improve security and disaster preparedness

Keeping data secure is a full-time job. Experienced cloud providers employ teams of security experts to make sure data is safe. While you might think your on-premises data is secure, how confident are you that your IT resources are comprehensive enough to ensure 24/7 security?

A vendor with decades of cloud-hosting experience for the public sector understands the critical importance of security and will use the latest technology along with a highly skilled team of specialists to keep data secure.

Equally important, the cloud environment provides superior disaster recovery capabilities. Unlike on-premises software solutions, which can be vulnerable to localized events such as flooding or fire, cloud-based solutions benefit from widely dispersed, redundant storage. This redundancy ensures the information is always available despite disruptive localized events. Ideally, disaster recovery should be included in your provider's SaaS solution.

The cloud is a more reliable environment because of increased security, automated backups, and server redundancy.

Benefit from scalability

We are all familiar with the rapid pace of technological change and the growing expectations of our communities. To meet these needs, the public sector must continuously improve its technology capabilities to allow residents to access government services online and via mobile devices.

As expectations evolve, so must the public sector's software systems. As discussed above, increasing the capabilities of on-premises servers to handle growing demands is a costly and complicated process. On the other hand, cloud solutions are designed for scalability, so when the needs of a community grow or change, systems and storage can easily increase. This is achieved without the need for organizations to make costly hardware purchases.

² Statista. (2020). Percentage of Mobile Device Website Traffic Worldwide from First Quarter 2015 to 4th quarter 2019. <https://www.statista.com/statistics/277125/share-of-website-traffic-coming-from-mobile-devices/>

Because of its inherent agility and flexibility, cloud hosting is well poised to help government and school districts of all sizes in times of crisis. Whether supporting remote working or scaling up to meet the digital needs of the community, the cloud is built to help the public sector meet community needs.

The scalability of cloud solutions increases functionality and eliminates the need for expensive hardware that will be outdated in a few years.

Access the latest technology and improve connectivity

Selecting a top provider for a cloud-based SaaS system ensures access to the newest technology and software. Keeping up-to-date in a cloud environment is not dependent on budgeting for, purchasing, and installing new hardware, or waiting for the IT staff to deploy software upgrades. Instead, in a cloud solution a dedicated team of specialists frequently updates hardware and software to improve functionality and to ensure the latest versions are in place.

A cloud solution also keeps organizations connected internally and with their communities. It is ideal for connecting workers in the field to data systems, keeping decision-makers informed of information and progress from any location at any time, and for streamlining connections for remote workers.

Finally, a cloud system is built to allow mobile functionality, which is increasingly important because, as Statista notes, more than half of all internet traffic is from mobile devices.² As mobile use continues to increase, engagement opportunities grow. Whether paying utility bills on the go or consulting online FAQs about trash pickup, community members are counting on mobile engagement.

A cloud solution keeps software up-to-date and enhances remote and mobile capabilities for internal and external connections.

If you'd like more information about how cloud applications can help you, contact us at info@tylertech.com or visit [tylertech.com](https://www.tylertech.com).

RESOLUTION NO. 364

**AUTHORIZING AN AGREEMENT WITH TYLER TECHNOLOGIES, INC.
REGARDING THE MUNIS FINANCIAL SYSTEM**

Introduced: 6/10/24

By Audit and Finance Committee:

WHEREAS, The Deputy Commissioner of the Department of Management and Budget has requested authorization to enter into an agreement with Tyler Technologies, Inc. to make equal quarterly payments for maintenance and support of the MUNIS financial system in the amount of \$100,020 for a total annual amount of \$400,080 for the term commencing January 1, 2024 and ending December 31, 2024, and

WHEREAS, The Deputy Commissioner indicated that the County has opted to switch to equal quarterly payments instead of one large annual payment due to some support issues that have occurred, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Tyler Technologies, Inc., Dallas, TX 75320 to make equal quarterly payments for maintenance and support of the MUNIS financial system in the amount of \$100,020 for a total annual amount of \$400,080 for the term commencing January 1, 2024 and ending December 31, 2024, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

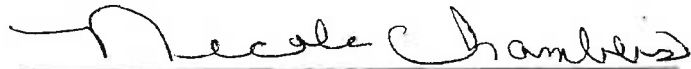
Adopted by unanimous vote - 6/10/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 10th day of June, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11th day of June, 2024.



Clerk, Albany County Legislature

RESOLUTION NO. 667

AUTHORIZING THE DISBURSEMENT OF AMERICAN RESCUE PLAN FUNDING TO AND AN AGREEMENT WITH THE ALBANY COUNTY DEPARTMENT OF HUMAN RESOURCES REGARDING THE MODERNIZATION OF THE PRE-EMPLOYMENT ORIENTATION PROCESS AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Introduced: 12/18/23

By ARPA Executive Committee:

WHEREAS, The County of Albany received \$29.6 million in funds from the American Rescue Plan Act (ARPA) which may be used for various projects and programs within the County to help mitigate the long-term effects of the COVID-19 Pandemic, and

WHEREAS, The Albany County Legislature created the ARPA Executive Committee and its various Subcommittees to determine how these funds should be distributed and to review applications for these monies, and

WHEREAS, The ARPA Executive Committee and its various Subcommittees have worked tirelessly over the last year in order to establish guidelines that will assist them in reviewing and evaluating the numerous applications they will receive, and

WHEREAS, The ARPA Executive Committee, having evaluated numerous proposals, has requested authorization to disburse ARPA funding in the amount of \$33,500 to and enter into an agreement with the Albany County Department of Human Resources for a term commencing December 4, 2023 and ending December 31, 2026, and

WHEREAS, The Albany County Department of Human Resources, overseeing onboarding for over thirty departments, faced pandemic-induced challenges, highlighting the imperative to modernize the traditional paper-based pre-employment orientation (PEO) process, and

WHEREAS, The Albany County Department of Human Resources seeks funding to purchase thirty Apple iPads, facilitating a paperless PEO process that aligns with green initiatives and enhances efficiency, security, and cost-effectiveness, and

WHEREAS, Implementing iPads for digital onboarding promises a streamlined process, secure data storage, and cost savings, contributing to Albany

County's goal of advancing administrative efficiency and effectiveness, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to disburse ARPA funding in the amount of \$33,500 to and enter into an agreement with the Albany County Department of Human Resources, Albany, NY 12207 regarding the digitization of paper files for a term commencing December 4, 2023 and ending December 31, 2026, and, be it further

RESOLVED, By the Albany County Legislature that the 2023 Albany County Budget is hereby amended as follows:

Increase Revenue Account CM.4.1510C.04089Z.ARP23 by \$33,500

Increase Appropriation Account CM.9.1510C.22050Z.ARP23 by \$33,500 by increasing Line Item 22050Z.ARP23 by \$33,500

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 12/18/23

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 18th day of December, 2023, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 19th day of December, 2023.

Necole Chambers

Clerk, Albany County Legislature

RESOLUTION NO. 668

AUTHORIZING THE DISBURSEMENT OF AMERICAN RESCUE PLAN FUNDING TO AND AN AGREEMENT WITH THE ALBANY COUNTY DEPARTMENT OF HUMAN RESOURCES REGARDING THE CAREER CONNECTOR PROGRAM AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Introduced: 12/18/23

By ARPA Executive Committee:

WHEREAS, The County of Albany received \$29.6 million in funds from the American Rescue Plan Act (ARPA) which may be used for various projects and programs within the County to help mitigate the long-term effects of the COVID-19 Pandemic, and

WHEREAS, The Albany County Legislature created the ARPA Executive Committee and its various Subcommittees to determine how these funds should be distributed and to review applications for these monies, and

WHEREAS, The ARPA Executive Committee and its various Subcommittees have worked tirelessly over the last year in order to establish guidelines that will assist them in reviewing and evaluating the numerous applications they will receive, and

WHEREAS, The ARPA Executive Committee, having evaluated numerous proposals, has requested authorization to disburse ARPA funding in the amount of \$20,000 to and enter into an agreement with the Albany County Department of Human Resources for a term commencing December 4, 2023 and ending December 31, 2026, and

WHEREAS, The Albany County Department of Human Resources is dedicated to addressing the ongoing workforce shortage crisis by developing a "Career Connector" program, aimed at engaging prospective employees and facilitating recruitment efforts across its more than thirty departments and divisions, and

WHEREAS, The Albany County Department of Human Resources seeks funding to acquire four interactive kiosks, strategically placed at the County building (112 State Street), the Health Department (175 Green Street), and utilized during job fairs and community events, providing job seekers with a user-friendly platform to search for open positions within Albany County, fostering a modern approach to recruitment and facilitating on-the-spot applications, and

WHEREAS, The implementation of the "Career Connector" program, will significantly benefit the County by addressing the critical workforce shortage, creating accessible and efficient channels for job seekers, and enhancing the County's ability to attract and retain skilled employees, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to disburse ARPA funding in the amount of \$20,000 to and enter into an agreement with the Albany County Department of Human Resources, Albany, NY 12207 regarding the "Career Connector" program for a term commencing December 4, 2023 and ending December 31, 2026, and, be it further

RESOLVED, By the Albany County Legislature that the 2023 Albany County Budget is hereby amended as follows:

Increase Revenue Account CM.4.1509C.04089Z.ARP23 by \$20,000

Increase Appropriation Account CM.9.1509C.22050Z.ARP23 by \$8,000 by increasing Line Item 22050Z.ARP23 by \$8,000

Increase Appropriation Account CM.9.1509C.44046Z.ARP23 by \$12,000 by increasing Line Item 44046Z.ARP23 by \$12,000

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 12/18/23

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 18th day of December, 2023, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 19th day of December, 2023.

Neel Chambers

Clerk, Albany County Legislature

RESOLUTION NO. 670

AUTHORIZING THE DISBURSEMENT OF AMERICAN RESCUE PLAN FUNDING TO THE ALBANY COUNTY DEPARTMENT OF AUDIT AND CONTROL REGARDING FEASIBILITY STUDY AND IMPLEMENTATION OF AUTOMATED CLEARING HOUSE SERVICES AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Introduced: 12/18/23

By ARPA Executive Committee:

WHEREAS, The County of Albany received \$29.6 million in funds from the American Rescue Plan Act (ARPA) which may be used for various projects and programs within the County to help mitigate the long-term effects of the COVID-19 Pandemic, and

WHEREAS, The Albany County Legislature created the ARPA Executive Committee and its various Subcommittees to determine how these funds should be distributed and to review applications for these monies, and

WHEREAS, The ARPA Executive Committee and its Subcommittees have worked tirelessly over the last year to establish guidelines that will assist them in reviewing and evaluating the numerous applications they will receive, and

WHEREAS, The ARPA Executive Committee, after receiving a recommendation from its Subcommittee and voting to recommend the project to the Legislature, has now requested authorization to disburse ARPA funding in the amount of \$100,000 to the Albany County Department of Audit and Control for a term commencing December 4, 2023 and ending December 31, 2026, and

WHEREAS, The ARPA Executive Committee has indicated that such funding would allow for an initial feasibility study and, if warranted, implementation of an Automated Clearing House (ACH) payment system for Albany County as an alternative to traditional paper checks, and

WHEREAS, An ACH system allows for alternative payment methods than a traditional paper check, and if feasible, implementation may; reduce costs for check stock and ink, improve relationships with vendors as more efficient and timely payments are issued to them, reduce the risk of fraud and associated costs to detect and prevent fraud, and improve efficiency of reconciliation processes, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to disburse ARPA funding in the amount of \$100,000 to the Albany County

Department of Audit and Control regarding a feasibility study and, if warranted, implementation of an Automated Clearing House system for Albany County regarding payments in an alternate form to traditional paper checks, for a term commencing December 4, 2023 and ending December 31, 2026, and, be it further

RESOLVED, By the Albany County Legislature that the 2023 Albany County Budget is hereby amended as follows:

Increase Revenue Account CM.4.1514C.04089Z.ARP23 by \$100,000

Increase Appropriation Account CM.9.1415C.44046Z.ARP23 by \$100,000 by increasing Line Item 44046Z.ARP23 by \$100,000

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 12/18/23

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 18th day of December, 2023, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 19th day of December, 2023.

Necae Chambers

Clerk, Albany County Legislature

RESOLUTION NO. 637

AUTHORIZING THE DISBURSEMENT OF AMERICAN RESCUE PLAN FUNDING TO AND AN AGREEMENT WITH THE DIVISION OF INFORMATION SERVICES AND AMENDING THE 2024 ALBANY COUNTY BUDGET

Introduced: 10/15/24

By ARPA Executive Committee:

WHEREAS, The County of Albany received \$29.6 million in funds from the American Rescue Plan Act (ARPA) which may be used for various projects and programs within the County to help mitigate the long-term effects of the COVID-19 Pandemic, and

WHEREAS, The Albany County Legislature created the ARPA Executive Committee and its various Subcommittees to determine how these funds should be distributed and to review applications for these monies, and

WHEREAS, The ARPA Executive Committee and its various Subcommittees have worked tirelessly over the last year in order to establish guidelines that will assist them in reviewing and evaluating the numerous applications they will receive, and

WHEREAS, The ARPA Executive Committee, having evaluated numerous proposals, has requested authorization to disburse ARPA funding in the amount of \$173,377 to and enter into an agreement with the Division of Information Services for a term commencing October 15, 2024 and ending December 31, 2026, and

WHEREAS, The Division of Information Services has indicated that such funding would be used to migrate Albany County's enterprise resource planning tool to the cloud, which will improve accessibility, security, and disaster recovery capabilities while adding employee self-service functionality, recruiting modules, and enhanced content management features, and

WHEREAS, This project will increase operational efficiency by improving the employee onboarding process and providing residents with enhanced online services such as access to pay tax bills, apply for permits, or retrieve public records, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to disburse ARPA funding in the amount of \$173,377 to and enter into an agreement with the Division of Information Services for a term commencing October 15, 2024 and ending December 31, 2026, and, be it further

RESOLVED, By the Albany County Legislature that the 2024 Albany County Budget is hereby amended as follows:

Increase Revenue Account CM.41305C.04089Z.ARP24 by \$173,377

Increase Appropriation Account CM.91305C.44046Z.ARP24 by \$173,377 by increasing Line Item 44046Z.ARP24 by \$173,377

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 10/15/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 15th day of October, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 17th day of October, 2024.

A handwritten signature in cursive script, reading "Nicole Chambers". The signature is written in black ink and is positioned above a horizontal line.

Clerk, Albany County Legislature