

PUBLIC SAFETY COMMITTEE  
May 4, 2021 4:00 p.m.

AGENDA

Chair: John Lant

Members:

Preston Allen  
Eric Connolly  
Dick Lucia  
Jean Raymond  
Jon Schopf - VC  
Mike Smith

- I. Welcome and Attendance
- II. Approval of the minutes of the April 6, 2021 meeting
- III. Village of Corinth Law Enforcement contract – Michael Zurlo, Sheriff
- IV. Agreement for specialized software and management services with Lexipol – Michael Zurlo, Sheriff
- V. Other Business
- VI. Adjournment

Due to public health and safety concerns related to COVID-19, there is limited capacity in the Boardrooms. The public will have an opportunity to hear the meeting live via an audio signal using this call-in number and access code:

Dial: 1-978-990-5145

Access Code: 1840389



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Michael Hartnett, County Attorney  
Pam Wright, Clerk of the Board

**CC:** Jason Kemper, Planning Director  
Therese Connolly, Deputy Clerk of the Board  
Matt Rose, Management Analyst

**FROM:** Sheriff Michael H. Zurlo

**DATE:** 04/21/2021

**RE:** Contract on behalf of the Sheriff to provide specialized law enforcement services to the Village of Corinth

**COMMITTEE:** Human Resources / Public Safety

1. Is a Resolution Required:  YES or  NO  
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed:  
(If yes, budget lines and impact must be provided)

YES – See Remarks Also

Fund Balance Appropriation		\$48,321.77
Increase Revenue A.30.2262	Reimbursement for Sheriff Services	\$78,255.14
Increase Expense A.30.000.6000	Regular Wages	\$45,124.92
Increase Expense A.30.000.6960	Health Insurance	\$27,074.95
Increase Expense A.30.000.7041	Cars & Light Trucks	\$28,742.00
Increase Expense A.30.000.7046	Vehicle Add-ons	\$7,194.82
Increase Expense A.30.000.7051	Communication Equipment	\$10,041.83
Increase Expense A.30.000.8231	Police Supplies	\$4,318.39
Increase Expense A.30.000.8293	Equipment Maintenance	\$1,450.00
Increase Expense A.30.000.8518	Uniform Expenses	\$2630.00

3. Are there Amendments to the Compensation Schedule:  
(If yes, provide details)

YES, 1 full-time Deputy Sheriff Position to be added.

4. Specific details on what the resolution will authorize:

Authorize the Chairman of the Board to enter into a contract on behalf of the Sheriff to provide specialized law enforcement services to the Village of Corinth. Form and content of the contract to be approved by the Sheriff and County Attorney.



# **SARATOGA COUNTY**

## **AGENDA ITEM REQUEST FORM**

5. Does this item require hiring a Vendors/Contractors:
- a. Were bids/proposals solicited:
  - b. Is the vendor/contractor a sole source:
  - c. Commencement date of contract term:
  - d. Termination of contract date:
  - e. Contract renewal and term:
  - f. Contact information:
  - g. Is the vendor/contractor an LLS, PLLC or partnership:
  - h. State of vendor/contractor organization:
  - i. Is this a renewal agreement:  YES or  NO
  - j. Vendor/Contractor comment/remarks:
6. Is this an annual housekeeping resolution:  
(If yes, attach the last approved resolution)
- a. What were the terms of the prior resolution
  - b. Are the terms changing:
  - c. What is the reason for the change in terms:
7. Is a new position being created:
- a. Effective date 06/01/2021
  - b. Salary and grade 2021 PBA Contract Base Rate
8. Is a new employee being hired:
- a. Effective date of employment T.B.D.
  - b. Salary and grade
  - c. Appointed position:
  - d. Term:
9. Is a grant being accepted:
- a. Source of grant funding:
  - b. Amount of grant:
  - c. Purpose grant will be used for:
  - d. Equipment and/or services being purchased with the grant:
  - e. Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

This resolution will establish a contract for specialized law enforcement services to be provided to the Village of Corinth for the period 06/01/2021 through 05/31/2024 and will amend the Budget of the Sheriff to include revenue and expenses resulting from this contract.

- An appropriation of fund balance will be necessary as expenses of this contract will exceed revenue in year one. Certain expenses for equipment are amortized over projected life of the equipment but must be encumbered by the County in year one.



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Michael Hartnett, County Attorney  
Pam Wright, Clerk of the Board

**CC:** Jason Kemper, Planning Director  
Therese Connolly, Deputy Clerk of the Board  
Matt Rose, Management Analyst

**FROM:** Sheriff Michael H. Zurlo

**DATE:** 04/23/2021

**RE:** Contract with Lexipol LLC

**COMMITTEE:** Public Safety

1. Is a Resolution Required:  YES or  NO  
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed:  
(If yes, budget lines and impact must be provided)  
NO - Funding was budgeted in the 2021 budget
3. Are there Amendments to the Compensation Schedule:  
(If yes, provide details)  
NO
4. Specific details on what the resolution will authorize:  
Authorize the Sheriff to enter into a contract with Lexipol LLC to provide specialized software and management services for policy development, accreditation and training. Form and content of the contract to be approved by the Sheriff and County Attorney.
5. Does this item require hiring a Vendors/Contractors:
  - a. Were bids/proposals solicited: No
  - b. Is the vendor/contractor a sole source: YES- Attached
  - c. Commencement date of contract term: 06/01/2021
  - d. Termination of contract date: 05/31/2021
  - e. Contract renewal and term: Subject to automatic annual renewal unless canceled by parties
  - f. Contact information: Lisa Hockenberry
  - g. Is the vendor/contractor an LLS, PLLC or partnership: no
  - h. State of vendor/contractor organization: Texas
  - i. Is this a renewal agreement:  YES or  NO
  - j. Vendor/Contractor comment/remarks:



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution:  
(If yes, attach the last approved resolution)
  - a. What were the terms of the prior resolution
  - b. Are the terms changing:
  - c. What is the reason for the change in terms:
  
7. Is a new position being created:
  - a. Effective date
  - b. Salary and grade
  
8. Is a new employee being hired:
  - a. Effective date of employment
  - b. Salary and grade
  - c. Appointed position:
  - d. Term:
  
9. Is a grant being accepted:
  - a. Source of grant funding:
  - b. Amount of grant:
  - c. Purpose grant will be used for:
  - d. Equipment and/or services being purchased with the grant:
  - e. Time period grant covers:
  
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

Lexipol is the current vendor of policy, accreditation and training development and management services for the Sheriff's Office. The original contract was awarded based on an RFP to which Lexipol was the only respondent. A copy of the agreements and sole-source letter are included for review.



Addendum to Online Subscription Agreement (OSA) between Lexipol and Saratoga County Sheriff's Office (New York).

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

Agency is purchasing the following additional service:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Daily Training Bulletin Management (12 Months)	USD 4,500.00	USD 4,500.00
1	Annual Law Enforcement Policy Update Management (12 Months)	USD 9,700.00	USD 9,700.00
	<b>Subscription Line Items Total</b>		<b>USD 14,200.00</b>
			<b>USD 14,200.00</b>
		<b>TOTAL:</b>	<b>USD 14,200.00</b>

\*Law Enforcement pricing is based on 112 Law Enforcement Sworn Officers.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Terms and Conditions: This subscription order falls under the provisions of the original Online Subscription Agreement signed by the authorized agent for the above agency. The services that Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"), provides to Agency, Customer, User, Purchaser are subject to the Terms and Conditions of Use of the original Online Subscription Agreement. These Terms and Conditions are valid through the subscription agreement period. This document represents additional services to be provided, subject to the foregoing Terms and Conditions of Use. AGENCY HEREBY AGREES WITH THESE TERMS AND CONDITIONS OF USE AS APPLICABLE TO THE SERVICES ACQUIRED VIA THIS ADDENDUM.

The subscription agreement is authorized and approved by:

**Agency**

Signature: \_\_\_\_\_

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

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

**Lexipol**

Signature: \_\_\_\_\_

Print Name: Van Holland

Title: Chief Financial Officer

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

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

Please return to: Fax: (469)731-0847 – Email: [contracts@lexipol.com](mailto:contracts@lexipol.com)  
Send: Lexipol LLC, 2611 Internet Blvd. Suite 100, Frisco, TX 75034



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Saratoga County Sheriff's Office  
Agency's Address: 6010 Co Farm Rd  
Ballston Spa, New York 12020

Attention: Undersheriff Richard Castle

Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Prepared By: Thomasine Bailey

Program Start Date: \_\_\_\_\_  
(to be completed by Lexipol upon receipt of signed Agreement)

This Subscription Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above.

This Agreement consists of: (a) this **Cover Sheet**; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees); (c) **Exhibit B** (Terms and Conditions Specific to this Agreement); and (d) Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained in **Exhibit B**, the terms and conditions contained in **Exhibit B** shall control.

Each person signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Saratoga County Sheriff's Office

Signature: \_\_\_\_\_

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

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

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



**Exhibit A**

**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

**Agency is purchasing the following:**

<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>DISC</b>	<b>DISC AMT</b>	<b>EXTENDED</b>
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 6/1/2021 End: 5/31/2022)	USD 23,022.00		USD 4,668.00	USD 18,354.00
1	Annual Law Enforcement Supplemental Manual(s) (Start: 6/1/2021 End: 5/31/2022)	USD 1,878.00		USD -1,728.00	USD 3,606.00
1	Law Enforcement Accreditation Workbench Premium (Start: 6/1/2021 End: 5/31/2022)	USD 2,228.00		USD 369.00	USD 1,859.00
	<b>Subscription Line Items Total</b>			<b>USD 3,309.00</b>	<b>USD 23,819.00</b>
				<b>USD 3,309.00</b>	<b>USD 23,819.00</b>
				<b>Discount:</b>	USD 3,309.00
				<b>TOTAL:</b>	USD 23,819.00

\*Law Enforcement pricing is based on 112 Law Enforcement Sworn Officers.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

## Exhibit B

### Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all Subscription Services purchased by Agency. Capitalized terms used but not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>. In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein, the Terms and Conditions contained in this Exhibit B shall control.

1. **Term.** This Agreement becomes effective and enforceable upon signature by Agency's authorized representative, with a Program Start Date as specified on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one (1) year period commencing on the Program Start Date unless a different time period is specified on Exhibit A (the "Initial Term"): provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.
2. **Subscription Fee/Invoicing.** Lexipol will invoice Agency for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Agency will pay the invoiced amount to Lexipol within thirty (30) days of the invoice date. All invoices will be sent to Agency at the address for Agency specified on the first page of this Agreement to which these Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the invoice. Lexipol reserves the right to increase pricing for each Renewal Term.
3. **Ownership of Materials; Derivative Works; Right to Use.**

**3.1 Policy Subscriptions and Materials.** This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Subscription Materials, as defined below.

- i **Generally.** Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of the General Terms and Conditions); provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.
- ii **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a

## Exhibit B

publicly accessible website for official agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3.1(i) above.

- iii **Policy Adoption.** Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

**3.2 Learning Management System.** This Section applies when Agency has subscribed to Lexipol's Learning Management System ("LMS"). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of "Derivative Work" in Lexipol's General Terms and Conditions, is Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency's purchase of LMS Subscription Services is subject to Lexipol's General Terms and Conditions, this Exhibit B (including this Section 3.2) and the terms and conditions found at: <https://www.lexipol.com/lms-master-service-agreement/>.

**3.3 Wellness Applications.** This Section applies when Agency has subscribed to Lexipol's Wellness Applications, provided by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the "Wellness Services"). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency's right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of this Agreement for any reason, Agency shall lose access to all Wellness Services. Agency's purchase of Wellness Services is subject to Lexipol's General Terms and Conditions, this Exhibit B (including this Section 3.3) and the Terms of Use and Privacy Policy set forth within each Wellness Application.

**3.4 Generally; Injunctive Relief.** Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

**4. Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

**5. Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol, its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Services or the

## Exhibit B

Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

6. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.
7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.
9. **Additional Terms and Conditions.** Except as set forth above, this Agreement remains subject to Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.



January 14, 2021

To Whom it may concern,

This letter is to confirm that Lexipol is a sole source product and provider of Lexipol's risk management tools for public safety organizations. The Lexipol subscription services are purchased by public safety organizations directly from Lexipol, LLC.

Lexipol provides New York state specific, customized policy manuals through their proprietary hosted application service. The comprehensive Lexipol copyrighted content and services are not available through any other public or private resources or organizations.

The program is unique in several ways, and there is no other system that offers Policy and Risk Management tools coupled with context sensitive training in one integrated package:

1. Copyrighted policy manual content, document management, copyrighted training content and testing through web-based proprietary system tools.
2. Legal updates integrated into content via web-based tools.
3. Daily Training Bulletins (DTBs) on department policy that are based on realistic scenarios and written by experienced public safety personnel, including online and real-time testing modules.
4. Captures user electronic signatures of policy, policy updates and Daily Training Bulletin records acknowledgements.
5. Linking between the Daily Training Bulletins and policy sections to which the Training applies.
6. Current policy content that may be modified by the agency via proprietary online tools, thus reducing policy development time and associated costs significantly.

More than 95 public safety agencies in New York use the Lexipol Policy Content and Knowledge Management System.

Therefore, based on the foregoing, Lexipol is the only source for the Services required by our department. If you have any questions or need assistance, please feel free to contact me. Your favorable consideration of this matter is appreciated.

Best regards,

A handwritten signature in black ink, appearing to read "Michael Renoux".

Michael Renoux  
Director Contracts  
Lexipol LLC