

109844

Date: October 17, 2024

To: The Honorable Board of Acquisition and Contract

From: Joseph K. Spano  
Commissioner of Correction

Re: Authority to enter into an agreement with Leo Technologies, LLC pursuant to which it will license to the County its VERUS software solution and provide supporting professional services to assist the Department of Correction with management of its inmate telecommunications system for a term of fifteen (15) months commencing on January 1, 2025 for a total amount not-to-exceed of \$399,726.00 payable at the rate of five (\$.05) cents per minute for a total of 8,565,525 minutes.

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Authority of your Honorable Board is requested for the County of Westchester (“County”), acting by and through its Department of Correction (the “Department”), to enter into an agreement with Leo Technologies, LLC (“LeoTech”), pursuant to which LeoTech will license to the County its VERUS software solution and provide supporting professional services to assist the Department with management of its inmate telecommunications system for a fifteen month term commencing on January 1, 2025 (the “Effective Date”) and continuing through March 31, 2026 (the “Agreement”). VERSUS is a search and analytics platform for public safety agencies that continuously monitors communications in real time.

In consideration for granting the license and providing support services, the County will pay LeoTech a total amount not-to-exceed \$399,726.00 payable at the rate of five (\$.05) cents per minute for a total of 8,565,525 minutes. LeoTech shall invoice the County for *full* payment within 15 Days of the Effective Date for compensation of services at Net 30 terms.

The Department is of the opinion that LeoTech is the sole source for the VERSUS software solution. LeoTech has informed the County that the VERSUS software is proprietary to the firm. As such, the system can only be provided by LeoTech, its qualified engineers and subcontractors. Therefore, we recommend to your Honorable Board that this procurement be treated as a sole source procurement pursuant to Section 7 of the Westchester County Procurement Policy.

The goals and objectives of this Agreement are to help the Department manage its inmate telecommunications services.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

JKS/JC/jpg/nn  
Attachment

**RESOLUTION**

Upon a communication from the Commissioner of Correction, be it hereby

**RESOLVED**, that the County of Westchester (“County”), acting by and through its Department of Correction (the “Department”), is hereby authorized to enter into an agreement with Leo Technologies, LLC (“LeoTech”), pursuant to which LeoTech will license to the County its VERUS software solution and provide supporting professional services to assist the Department with management of its inmate telecommunications system for a fifteen month term commencing on January 1, 2025 (the “Effective Date”) and continuing through March 31, 2026 for a total amount not-to-exceed \$399,726.00, payable at the rate of five (\$.05) cents per minute for a total of 8,565,525 minutes (the “Agreement”); and be it further

**RESOLVED**, that LeoTech shall invoice the County for *full* payment within 15 Days of the Effective Date for compensation of services at Net 30 terms; and be it further

**RESOLVED**, that this procurement is deemed to be a sole source procurement pursuant to Section 7 of the Westchester County Procurement Policy; and be it further

**RESOLVED**, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this agreement upon reasonable prior written notice; and be it further

**RESOLVED**, that the County Executive or his duly appointed designee be, and hereby is, authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereon

Account to be  
Charged/credited

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
2025	101	35	1000	4380		\$399,726

Budget Funding Year(s) 2025 Start Date 1/1/2025 End Date 3/31/2026  
(must match resolution)

Funding Source Tax Dollars \$399,726  
State Aid \_\_\_\_\_  
\$ 399,726 Federal Aid \_\_\_\_\_  
(must match resolution) Other \_\_\_\_\_

