



OFFICE OF THE SHERIFF
COLLIN COUNTY, TEXAS

JIM SKINNER, SHERIFF

To: Collin County Commissioners Court

From: Sheriff Jim Skinner *JOS*

Date: Tuesday, June 16, 2020

Re: ***Request to Terminate the County's Contract with Tyler for Executime***

I ask you to terminate the County's **contract no. 2018-198**, Time Scheduling Software, with Tyler Technologies (a/k/a the Executime Software Project). At this time, the SO believes that it has solved the underlying problem and that this contract is no longer necessary. If the SO needs a new software solution, the SO will raise the issue with you again.

The County issued PO 19001065 for \$93,753, and a balance of \$38,613.50 remains for implementation and travel. The County paid Tyler according to the most recent invoice received on June 8. Purchasing thinks that the County is in year one of the contract and that Tyler may send an invoice for unbilled services to date.

Section G on page 6 governs termination and lists: (1) for cause, (2) lack of appropriations, and (3) force majeure. If necessary, the SO and IT may be able to assemble a case for cause in that Tyler was obligated to provide professional services by designing scheduling software (section C) and the Investment Summary) and never delivered a satisfactory solution, despite several meetings (or opportunities to cure).

In brief, the SO and IT have worked with Tyler several times over the past two years to try to solve the scheduling problem. But they have been unsuccessful. Recently, the supervisors in the detention facility believe that they have developed an alternative way to set detention-officer schedules and track appropriate information related to comp time and overtime. The SO will study this new system for a few months. If it proves unsatisfactory, the SO may re-approach IT and you about alternatives.