

**Public Safety Committee
Sheriff's Committee Agenda
02-29-2016**

Committee Members: Wood, Dickinson, Girard, Frasier, Brock, Seeber, Simpson, Vanselow, Montesi, Braymer, MacDonald

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda
 - A. Request resolution for new contract with Tyler Technologies for a software upgrade to the CAD software in the Communications Center.
 - B. Request resolution for new contract with Linstar for maintenance agreement for ID Printer and Software.
 - C. Request resolution for to extend contract with Justice Benefits Inc.
 - D. Request permission to have Inv. Bruno and PO Wolfe attend Search Warrant Training at the Mohawk Valley Police Academy.
 - E. Request permission to have Sgt. W. Girard attend Civil Division Supervisor Training in Saratoga Springs.
 - F. Request permission to have Inv. Gildersleeve, PO Lopez, PO St. John and PO Palmer attend NYTOA 2016 Conference, Verona NY
- IV. Referral / Pending Items
- V. Topics for Discussion
- VI. Motion to adjourn

Attachments:

- #1. Resolution form #3 / Request for new contract with Tyler Technologies
- #2. Resolution form #3 / Request for new contract with Linstar
- #3. Resolution form #4/ Request for contract extension with Justice Benefits Inc.
- #4. Authorization to Attend Meeting or Convention Inv. Bruno and PO Wolfe
- #5. Authorization to Attend Meeting or Convention Sgt. W. Girard
- #6. Authorization to Attend Meeting or Convention Inv. Gildersleeve PO's Lopez, St.John and Palmer

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

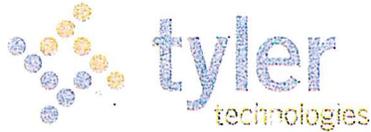
DEPARTMENT NAME: Sheriff's Office

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **Purchase Computer Aided Dispatch Software upgrade for Communications Center from Tyler Technologies**
- (c) Name of Contractor: **Tyler Technologies**
- (d) Address of Contractor: **840 West Long Lake Road, Troy Michigan, 48098**
- (e) Contractor's Contact Person and Telephone Number: **Leo Raby, 848-269-1000**
Ext. 1378
- (f) Has or will the Contract be provided, if so, please attach: **County Attorney has Contract**
- (g) Commencement Date of Contract: **Upon execution of contract**
- (h) Termination Date of Contract: **Upon completion of installation and training on software**
- (i) Payment Provisions:
 - i) lump sum amount **\$93,100.00**
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$93,100.00**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Upon installation of software and training, Lump Sum**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.3020 410 Sheriff's 911 Center Supplies****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS



AMENDMENT

This amendment ("Amendment") is made this 17th day of February, 2016 ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Warren County Sheriff, with offices at 1400 State Route 9, Municipal Building, Lake George, NY 12845 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of November 20, 2012 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Tyler will deliver the software upgrade identified in Exhibit 1, along with the associated services set forth therein, to Client. Project management, implementation and training services associated with the upgrade will be provided according to the terms of Exhibit 2.
2. The following payment terms shall apply:
 - a. Software fees will be invoiced 100% on the Amendment Effective Date
 - b. Ninety (90) days after the Amendment Effective Date, the maintenance and support fees for the upgraded software will be invoiced on a pro rata basis through the final day of Client's existing maintenance and support term. On an annual basis thereafter, Tyler will invoice Client its then-current annual maintenance and support fees.
 - c. Services fees and any expenses will be billed and invoiced as delivered.
 - d. Travel expenses shall be invoiced as incurred, as applicable.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Warren County Sheriff, NY

By: _____

By: _____

Name: Greg Sebastian

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____

**Exhibit 1
Investment Summary
(16A1D 0217 CAD.NET)**

A. LICENSE FEES ^{1,2,3,4}		
ITEM	DESCRIPTION	INVESTMENT

DELETED MODULES

CAD

(Workstations included in
CAD Base - 6)

- | | | |
|--|--|--|
| 1. New World MSP Combined LE/Fire/EMS CAD | | (\$70,000) |
| | <ul style="list-style-type: none"> - Call Entry - Call Control Panel - Unit Recommendations - Unit Status and Control Panel - Call Stacking - CAD Messaging - Call Scheduling - Dispatch Questionnaire - Fire Equipment Search/Fire Equipment Move - GIS/Geo-File Verification - Hazard and Location Alerts - Hazmat Search - Hydrant Inventory - Access to New World LE Records - Access to New World Fire Records - Note Pads - Rip-N-Run Remote Printing - Run Cards/Response Plans | |
| 2. Additional New World MSP Software for Computer Aided Dispatch ⁵ | | |
| | <ul style="list-style-type: none"> - CAD Mapping - Data Analysis/Crime Mapping/Management Reporting ⁶ - Service Vehicle Rotation (Wrecker, Ambulance) | <p>(8,000)</p> <p>(7,000)</p> <p>(8,000)</p> |
| 3. New World MSP Third Party CAD Interface Software ⁵ | | |
| | <ul style="list-style-type: none"> - E-911 Interface ⁷ <p>On-Line Modules⁸</p> <ul style="list-style-type: none"> - On-Line CAD Interface to State/NCIC
<i>Includes state-specific standard forms</i> | <p>(8,000)</p> <p>(7,000)</p> |

SUB-TOTAL DELETED MODULES	(\$108,000)
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ADDITIONAL MODULES

(Workstations included in
CAD Base - 6)

CAD

5. New World Enterprise Combined LE/Fire/EMS CAD

\$78,000

- CAD Mapping
- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Fire Equipment Search/Fire Equipment Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to New World LE Records
- Access to New World Fire Records
- Note Pads
- Proximity Dispatch (Requires CAD AVL and Mobile)
- Rip-N-Run Remote Printing
- Run Cards/Response Plans

6. Additional New World Enterprise Software for Computer Aided Dispatch ⁵

- Service Vehicle Rotation (Wrecker, Ambulance) 8,000

7. New World Enterprise Third Party Interface Software ⁵

- E-911 Interface ⁷ 8,000

On-Line Modules⁸

- On-Line CAD Interface to State/NCIC 7,000
Includes state-specific standard forms

DECISION SUPPORT SOFTWARE ^{6,9}

8. Law Enforcement Management Data Mart (CAD)

- Includes 2 users 7,000

SUB-TOTAL ADDITIONAL MODULES

\$108,000

TOTAL SOFTWARE LICENSE FEE ^{10,11}

\$0

B. PROFESSIONAL SERVICES ¹²

ITEM	DESCRIPTION	INVESTMENT
IMPLEMENTATION SERVICES		
1.	Project Management Services as required: - Project Management - Overall consultation and communication - Monthly status reports and project updates throughout the duration of the project - Implementation Plan Covers period of 12 months from Agreement Execution	\$6,000
2.	Up to 30 days of Implementation and Training Services are included for: - Software Tailoring and Set Up - User Education and Training - Other Technical Support - Travel Time Included <i>* Assumes train-the-trainer approach, with the exception of CAD, which is end user training</i>	24,000
3.	Systems Assurance and Software Installation	18,500
	New World Enterprise Standard Environment	18,500
	- Validate New World server environment (HyperV or VMWare)	
	- Install and configure application server	
	- Consult on connectivity to new or existing Windows environment	
	- Verify operating system and SQL configuration	
	- Verify workstation configuration	
4.	Fixed Installation Service Fees:	17,600
	- 911 Interface	4,000
	- On-Line CAD Interface to State/NCIC	Incl in 911
	- ESRI Upgrade Services	1,500
	- ESRI 10.2	6,500
	GIS Implementation ¹³	
	-New World Enterprise	5,600
5.	Decision Support Software Implementation Services: (CAD)	9,000
	Standard Package	9,000
	- Installation of standard library components (cubes and dashboards)	
	- 4 analytical reports/dashboards for specific agency needs	
	- Basic training on working with data and reporting cubes	
	- Requires 1 on-site trip - remaining work will be completed remotely	
TOTAL IMPLEMENTATION SERVICES		\$75,100

C. TRAVEL AND LIVING EXPENSES		
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ITEM	DESCRIPTION	INVESTMENT
1.	TRAVEL AND LIVING EXPENSES 9 trips at \$2,000 per trip. Not to exceed \$18,000 without Client's consent.	\$18,000

TOTAL ONE TIME COST	<u>\$93,100</u>
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D. MAINTENANCE		
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ITEM	DESCRIPTION	INVESTMENT
1.	COMBINED STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost) Annual SSMA to begin at the end of the No-Charge SSMA period; year one cost to be prorated to run concurrently with Customer's existing SSMA.	
	90-Day No-Charge SSMA from Date of Delivery	No Charge
	Year 1 SSMA	\$1,500

PRICING VALID THROUGH APRIL 30, 2016.

ENDNOTES

- 1 *Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).*
- 2 *New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.*
- 3 *New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- 4 *Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.*
- 5 *Does not include any required 3rd party hardware or software. Customer is responsible for any 3rd party support.*
- 6 *Application may require a separate Server.*
- 7 *Requires Lantronix UDS 1100.*
- 8 *Customer is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.*
- 9 *Configuration and end user training to occur after Customer has been live for 3 months or longer on an application.*
- 10 *Prices assume that all software is licensed.*
- 11 *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- 12 *Travel and expenses are not included as they are billed at actual cost.*
- 13 *Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.*

Exhibit 2
Upgrade Services

1. Project Management Services

For up to 12 months after the Effective Date, we shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

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

2. Implementation and Training Support Services

Up to 30 days of implementation and training support services have been allocated for this project. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software; and
- b) Training you or assisting with your training on the Tyler Software.

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

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in this paragraph. The services include the following interfaces:

- a) Systems Assurance
- b) 911 Interface
- c) On-Line CAD Interface to State/NCIC
- d) ESRI Upgrade Services
- e) ESRI 10.2
- f) GIS Implementation

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. System Assurance Service

We will provide Systems Assurance Services of your MSP server(s). If on-site installation is required, you will be responsible for the actual travel expenses and time.

a) **System Assurance Services (Standard):**

Systems Assurance Services and Software Installation:

- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of our Application Servers
- Install Operating System and Apply Updates
- Support SQL Server and Apply Updates
- Support New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. Decision Support Systems (DSS) Implementation Services

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

- a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 4 reporting cube(s) or dashboard(s).

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff's Office

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Maintenance Agreement for ID Software and Printer**
- (c) Name of Contractor: **Linstar**
- (d) Address of Contractor: **430 Lawrence Bell Drive, Buffalo, NY 14221**
- (e) Contractor's Contact Person and Telephone Number: **Nancy Frodella, (716) 631-9200**
- (f) Has or will the Contract be provided, if so, please attach: **County Attorney has Contract**
- (g) Commencement Date of Contract: **Upon execution of contract**
- (h) Termination Date of Contract: **12/31/2016**
- (i) Payment Provisions:
 - i) lump sum amount **\$817.00**
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$817.00**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Lump Sum**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.3020 422 Sheriff's 911 Center Equipment Repair****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS



LINSTAR EQUIPMENT SERVICE AGREEMENT

Between:

LINSTAR, Inc.
430 Lawrence Bell Drive
Buffalo, NY 14221-7085

and

Warren County Sheriff
1400 State Route 9
Lake George, NY 12845

LINSTAR, Inc. agrees to provide and the Customer agrees to accept maintenance service on the equipment listed, at the annual charges indicated in the attached equipment list, in accordance with the following terms and conditions:

1. TERM OF AGREEMENT

1.1 The Agreement is effective from the commencement date and shall continue for an initial minimum term of one (1) year unless otherwise indicated. All Agreements shall be billed for one year in advance.

1.2 If, in the opinion of LINSTAR, at the end of the first year or thereafter, individual items can no longer be properly or economically maintained to LINSTAR's standards of performance on site, LINSTAR will provide the Customer with an estimate of reconditioning charges for such equipment, and Customer agrees to pay those charges and make the equipment available. Should the Customer fail to make the equipment available to LINSTAR for reconditioning, LINSTAR shall not be responsible for any equipment failures that are directly attributable to the need for reconditioning.

2. MAINTENANCE SERVICE

2.1 LINSTAR agrees to provide maintenance service availability Monday through Friday, from 8:00 a.m. to 5:00 p.m., and keep the equipment in good working order while operated in accordance with LINSTAR's published specifications while the equipment is located within LINSTAR's area of responsibility.

2.2 Payment of the charges set forth in Attachment One shall entitle the Customer to parts and labor for scheduled preventive maintenance and on-call remedial maintenance as specified in Attachment One, excluding holidays observed by LINSTAR. If the covered equipment under this Agreement includes imprinters and/or data recorders, the attached Addendum is made part of this Agreement.

2.3 Payment of Basic Maintenance Charge shall begin as specified in Attachment One. If applicable, contracted extension charges or zone charges as specified in Attachment One will be assessed immediately after equipment installation, for such charges are not included in the equipment warranty allowance.

3. CHARGES

All service calls made on equipment not under maintenance contract shall be invoiced immediately at prevailing rates. These rates are subject to change without notice.

3.1 Overtime charges: An additional charge for maintenance services rendered outside of the Period of Coverage, M-F 8:00 AM to 5:00 PM, will be made to the Customer at the rates set forth in the established LINSTAR Hourly Maintenance Price List in effect at the time services are performed.

3.2 Any maintenance service started during the Period of Coverage and completed within one hour after such period shall be treated as having been performed within such period and no additional charges shall be made.

4. TRAVEL EXPENSES

4.1 All travel expenses of LINSTAR Authorized Maintenance personnel for maintenance services not covered by the Period of Coverage will be paid by the Customer at the rates set forth in the LINSTAR Maintenance Price List in effect at the time of occurrence.

5 **EQUIPMENT INSTALLATION AND RELOCATION**

5.1 The Customer, at its own expense, agrees to have the installation site prepared in accordance with the installation instructions of LINSTAR, including Customer's PCs meeting minimum specifications for the LINSTAR provided equipment and software, prior to the arrival of equipment and, where necessary, shall provide computer and operator time and prepare necessary diagnostic routines in order to establish functional compatibility. LINSTAR shall install and check out all equipment.

5.2 After the original installation, the Customer must notify LINSTAR in writing at least fourteen days prior to relocation of any equipment covered by this Agreement. The Customer will, at its own expense, furnish labor for packing and unpacking equipment and both labor and equipment needed for moving equipment to the new location. If the new location is at different premises causing LINSTAR to expend increased travel time and cost, Customer agrees to pay reasonable increased monthly maintenance charges.

6. **EXCLUSIONS**

6.1 The agreement does not cover network or PC issues that are that of the customers. This includes software re-installs if a PC or Server is changed or upgraded.

6.2 If a lift is required to facilitate service or repair it will be the responsibility and the cost the customer to service.

6.3 Technician wait time is chargeable if all requires parties on the part of the customer or system access system are not available to allow work to commence.

6.4 Service calls are billable if the equipment operating environments are not conducive to equipment operations, such as excessively hot or smoke filled.

6.5 There will be no charge for software upgrades if a software maintenance agreement is purchased, however, the labor associated to install any upgrade is billable at the then travel and maintenance (T & M) rates.

6.6 Maintenance service is contingent upon the proper use of all equipment and does not include: Ribbons, cards, plates, foils, forms, type wheels, ink rollers, print rollers, rubber platens, print heads, plate frames, stencils,

toner, and other like supplies for use with the equipment, including maintenance purposes, are to be provided by the Customer. Repairs resulting from use of supplies from sources other than LINSTAR are excluded and will be subject to prevailing time and materials charges.

6.7 Electrical work external to the equipment or maintenance of accessories, attachments, or devices not furnished by LINSTAR.

6.8 Service caused by supply items that do not meet LINSTAR specifications.

6.9 Repair of damage or increase in service time resulting from: Accident, transportation, neglect, theft, fire or water damage, misuse or other than ordinary use; failure of electrical power, air conditioning, or humidity control; and alterations which include but are not limited to, any changes in LINSTAR design, installation, or removal of LINSTAR features, or any other modification, whenever any of the foregoing are performed by other than LINSTAR representatives.

6.10 Expendable supply items or materials therefore; making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments, or other devices.

6.11 Such service, which is impractical for LINSTAR representatives to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device.

6.12 Equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by LINSTAR.

6.13 Problems relating to or caused by software that was not supplied by LINSTAR.

6.14 Routine problems such as changing ribbons, clearing bill jams, and encoding cards.

6.15 Further importing/exporting of software and data is excluded. Additional importing/exporting is subject to additional charges. All Customer data must be backed up daily.

6.16 Loading of operating system updates or service packs. Customer shall maintain their own software updates and keep their systems up to date.

6.17 Migration of data or software from one PC to the next shall not be included as a non-billable contract call.

7. TAXES

7.1 There shall be added to the above charges an amount equal to any municipal, state, and federal taxes, however designated, levied, or based on such charges of this Agreement that may be paid or be payable by LINSTAR. These additional charges shall also include any tax (excluding income tax) not presently deemed applicable, but which is hereinafter held applicable by new law, interpretation of existing law, or otherwise. This paragraph does not apply to tax exempt institutions or agencies.

8. PAYMENTS

8.1 All charges set forth in Attachment One of this Agreement, including taxes, shall be billed by system in advance and are payable in full within thirty days after date of invoice.

9. LINSTAR PROPERTY

9.1 Maintenance software, test equipment, and similar property used by LINSTAR at the installation site (even if shipped with the equipment) shall remain the exclusive property of LINSTAR and shall be for the sole use of LINSTAR and under the control of LINSTAR.

10. ACCESS TO EQUIPMENT

10.1 LINSTAR shall have full and free access to the equipment to provide service thereon.

11. MODIFICATIONS

11.1 If persons other than LINSTAR representatives perform maintenance or repair of a unit of equipment, and as a result further repair by LINSTAR is required, such repairs are not included in the charges set forth in this Agreement, and will be made at LINSTAR's applicable time and material rate and terms then in effect. Maintenance by third parties could be the basis for voiding any existing warranties.

11.2 This contract may not be modified or terminated orally, and no modification or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and

signed by the party against whom such modification, termination, or waiver is sought to be enforced.

12. ENGINEERING CHANGES

12.1 Engineering changes, determined applicable to Customer will be controlled and installed by LINSTAR at no charge on equipment covered by this Agreement. The Customer may, by providing notice subject to written confirmation by LINSTAR, elect to have only mandatory changes, as determined by LINSTAR installed on equipment so designated.

13. LIMITATION OF LIABILITY

13.1 In no event shall LINSTAR be liable for special, incidental, consequential or punitive damages. In no event shall LINSTAR'S total liability under this agreement exceed the sum of all amounts paid by customer to LINSTAR under this agreement up to the time the cause of action arose.

13.2 LINSTAR shall not be liable for any data lost or damaged during any service provided by LINSTAR, and in the event of any lost or damaged data LINSTAR shall not be liable for damages exceeding the actual amount paid by the customer to LINSTAR for services provided, or in the event of an annual maintenance agreement, the amount paid for the said agreement. In no event, regardless of the form of action, whether in contract or in tort, including negligence, shall LINSTAR be liable for incidental damages, consequential damages, lost data, loss of use of the equipment, or lost profits, resulting from any services performed by LINSTAR notwithstanding the fact that the customer may have been advised of the possibility of such damages.

13.3 Other than as set forth above in this paragraph, LINSTAR disclaims all warranties with respect to the equipment (including without limitation warranties as to merchantability and fitness for a particular purpose), either expressed or implied. The above express warranty is in lieu of all obligations or liabilities on the part of LINSTAR for damages, including but not limited to special, incidental, or consequential damages arising out of or in connection with the use or performance of this equipment.

14. GOVERNING LAW

14.1 This contract shall be governed by and construed according to the laws of the State of New York.

15. ASSIGNMENT

15.1 This agreement is not assignable by Customer without written permission from LINSTAR, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations, which arise under this Agreement without such permission, shall be void.

16. MISCELLANEOUS

16.1 This Agreement constitutes the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, any prior course of dealing, customer, or usage of trade or course performance notwithstanding.

16.2 I agree to restrict my firm from hiring LINSTAR employees. I may hire a LINSTAR employee if I first secure written approval from LINSTAR and compensate LINSTAR a minimum of 1 full year's current salary and benefits and agree to a transition period acceptable to LINSTAR. This does not apply to candidates/employees that qualify for jobs via the civil service process.

16.3 Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Agreement. In the event Customer uses Customer's purchase order form in connection with the ordering of the Equipment, such order will be governed by the terms of this Agreement and any provision of such order form that in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect. LINSTAR acceptance of such order is expressly made conditional on Customer's assent to the terms of this Agreement. Any acknowledgement by Customer of this Agreement shall be limited to the terms of this Agreement, and any provision in such acknowledgement that in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect.

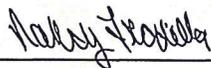
16.4 All drawings, designs and techniques, and improvements (whether patentable or unpatentable) made or conceived by LINSTAR or its agents or employees in the fulfillment of this contract shall be the property of LINSTAR and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person any of such property.

Customer acknowledges that it has read this Agreement and understands and agrees to all terms and conditions stated herein.

IN WITNESS WHEREOF, the parties have duly executed this agreement, this _____ day of _____, 2016.

Name: Nancy Frodella

Name:

Signature: 

Signature: _____

Title: Service Coordinator

Title:

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Date: found.

Date:

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff's Office

DATE: 02/29/2016

- (a) Purpose of Contract Change: **Extend contract with Justice Benefits Inc.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **Resolution 189 of 2013.**
- (c) Name of Contractor: **Justice Benefits Inc.**
- (d) Address of Contractor: **2010 Valley View Lane, Suite 300, Dallas, Texas 75019**
- (e) Contractor's Contact Person and Telephone Number: **Amy Hoffman 1-800-835-2164 Ext. 3703**
- (f) Commencement Date of Extension: **04/24/2016**
- (g) Termination Date of Extension: **04/23/4019**
- (h) Payment Provisions:
 - i) lump sum amount **No Cost for this Service, generates revenue**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

*as listed in budget and LOGOS

WARREN COUNTY PURCHASING DEPARTMENT

1340 State Route 9
Lake George, NY 12845
Telephone: (518) 761-6538
Fax: (518) 761-6395



Julie A. Butler, Purchasing Agent
Jason M. Shpur, Deputy Purchasing Agent
Danielle M. Parker, Purchasing Assistant

MEMO

TO: Shawn Lamouree, Undersheriff
Sheriff's Office

FROM: Julie A. Butler, Purchasing Agent

DATE: January 25, 2016

SUBJECT: WC 7-13 - REVENUE ENHANCEMENT SERVICES FOR THE WARREN
COUNTY SHERIFF'S OFFICE

Transmitted herewith is a copy of the extension letter for the above-referenced service which indicates the contractor's desire to extend their agreement from April 24, 2016 through April 23, 2019.

It appears that an additional resolution **IS** required to extend this contract. Please refer to Resolution No. 189 of 2013 (which does not include extension language).

Please do not hesitate to contact me should you have any questions.

Enc.

cc: Amy Bartlett, Assistant County Attorney

WARREN COUNTY PURCHASING DEPARTMENT

1340 State Route 9
Lake George, NY 12845
Telephone: (518) 761-6538
Fax: (518) 761-6395



Julie A. Butler, Purchasing Agent
Jason M. Shpur, Deputy Purchasing Agent
Danielle M. Parker, Purchasing Assistant

January 22, 2016

Justice Benefits, Inc.
Attn: Mike Moore
1711 E. Beltline Rd.
Coppell, TX 75019

RE: WC 7-13 - CONTRACT EXTENSION

Mr. Moore:

The Warren County RFP for Revenue Enhancement Services for the Warren County Sheriff's Office (WC 7-13) contains an extension clause which provides an option for the renewal and/or extension of the contract for an additional three years from April 24, 2016 through April 23, 2019.

Please advise whether your Company is interested in extending this contract for the above term, upon the same terms and conditions by completing and signing the statement below and returning this page to the address indicated above.

If you have any questions or wish to discuss this matter, please contact me at this department by letter or phone.

Thank you for your attention to this matter.

Very truly yours,
Julie A. Butler
Julie A. Butler
Purchasing Agent

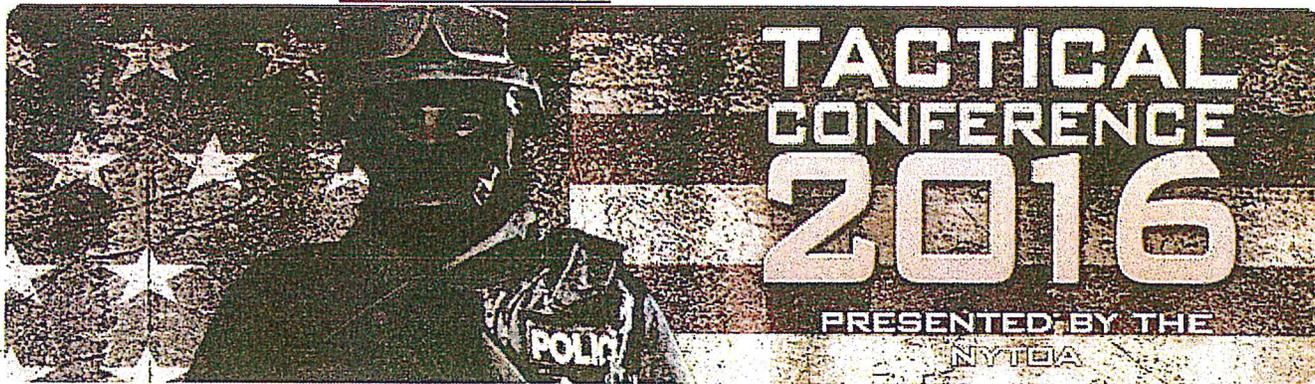
I, C. Robin Liv, President

wish/do not wish to extend

(Print name) (Circle intent)
above-referenced bid upon the same terms and conditions for the term indicated above.

[Signature]
(Signature)

1-25-16
(Date)



2016 NEW YORK TACTICAL TRAINING CONFERENCE & EXPO

Tuesday, April 26, 2016 - Thursday, April 28, 2016

Turning Stone Resort & Casino

5218 Patrick Road
Verona, New York 13478
United States

Event Details

Phone: 800-269-7326, Email: conference@nytoa.org [Email Us](#)

Lodging Information

- [Turning Stone Resort](#)

[View or Change Your Existing Registration](#)

Start Your Registration

* Email Address:

- * Please select registration NYTOA MEMBER (\$299.99), After March 15 (\$349.99) [Details](#)
type: NON MEMBER (\$349.99), After March 15 (\$399.99)

You can also register a group. [Learn More](#)

Description

Tactical Training Conference 2016 presented by the NYTOA.

- [Event Home](#)
- [Event Contact Information](#)

[Share on Facebook](#) [Tweet this on Twitter](#) [Update your LinkedIn Network](#)

Interested in hosting your own event? [Click here.](#)

- [Terms of Use](#)
- [Your Privacy Rights](#)

© 2016 • [About Lanyon](#)

Quick, easy and affordable [online event registration](#) and [event management software](#) for all event sizes.

Authorization To Attend Meeting or Convention

Check One:

- In-State (needs Supervisory Committee authorization)
 Out Of State (needs Board resolution)

The Public Safety Committee hereby authorizes Inv. Gildersleeve, PO St. John, PO Lopez and PO Palmer
(committee) (name)

To attend NYTOA Tactical Conference 2016 (total costs \$2,384.00) to be paid by Asset Forfeiture Money
(name of meeting or organization)

At Turning Stone Resort, Verona NY
(address)

On 04/26/2016 - 04/28/2016. Mode of Transportation to be used Sheriff's Office vehicle
(dates) (county vehicle or mass transportation)

If the mode of transportation is not a county vehicle or mass transportation please explain: _____

Proper documentation must be attached when submitting for approval.
(Please check documents attached)

Notice of meeting or convention including cost.

For Overnight Travel

- Room rate \$159 GSA Rate \$ _____
 Meal costs – GSA per diem rate \$45
(see www.gsa.gov)

Date: _____ Signature _____
(department head)

Date: 2/29/16 Signature [Signature]
(Committee Chairman)

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

Please check to request a fleet vehicle.

Request For Use Of A Fleet Vehicle

Filing Instructions:

1. Original with voucher to Auditor
2. Copy to Frank Morehouse if fleet vehicle is requested
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, if required.

Authorization To Attend Meeting or Convention

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 Out Of State (needs Board resolution)

The Public Safety Committee hereby authorizes Sgt. William Girard
(committee) (name)

To attend Civil Division Division Supervisor Training
(name of meeting or organization)

At Gideon Putnam Hotel Saratoga Springs, NY
(address)

On 05/09/2016 - 05/11/2016. Mode of Transportation to be used Sheriff's Office vehicle
(dates) (county vehicle or mass transportation)

If the mode of transportation is not a county vehicle or mass transportation please explain: _____

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 Meal costs – GSA per diem rate \$ _____
(see www.gsa.gov)

Date: 1/25/16 Signature [Signature]
(department head)

Date: 2/29/16 Signature [Signature]
(Committee Chairman)

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Sheriffs, Undersheriffs, Civil Division Supervisors

Our 2016 continuing education training program for civil division supervisors and administrators is scheduled for May 9-11, 2016, at the Gideon Putnam Hotel in Saratoga Springs, NY. May 9 will be a travel day and also some of our committees may meet during the afternoon.

The registration fees are as follows:

- the registration fee to NYSSA is \$150.00 for those staying at the hotel. This includes our costs for conference and hospitality rooms, presenter expenses, IT services, and one dinner
- the registration fee to NYSSA is \$300.00 for commuters. This includes our costs for conference and hospitality rooms, presenter expenses, IT services, and one dinner, along with hotel expenses (billed to us) for continental breakfasts, coffee breaks, service fees and lunches

Please click here to register with us for the conference. Note that we have included a credit card alternative for payment. Last year we had a record attendance, and we would like to have as many of your supervisors attend as possible. All agree that the conference provides not only helpful speakers and presentations, but affords all supervisors with the ability to network with their colleagues around the state.

For those staying at the Gideon, you must file a separate registration form with the hotel. I have attached a copy, and also have posted a copy of this on our google drive site.

I will be setting up an agenda committee soon, so please let me know if you are interested in participating on this. Don't be too surprised, however, if you are volunteered for this marvelous and *much sought-after* opportunity. Thanks, and please call me with any questions.

Thomas A. Mitchell
Counsel
New York State Sheriffs' Association
(518) 434-9091
(518) 441-7353 [cell]
(518) 434-9093 [fax]
tmitchellnyssa@gmail.com

Authorization To Attend Meeting or Convention

Check One:

- In-State (needs Supervisory Committee authorization)
 Out Of State (needs Board resolution)

The Public Safety Committee hereby authorizes Inv. Anthony Bruno, PO Micheal Wolfe
(committee) (name)

To attend Search Warrant Training
(name of meeting or organization)

At Mohawk Valley Police Academy, 1101 Sherman Drive, Utica, NY 13501
(address)

On March 2 & 3, 2016. Mode of Transportation to be used - WCSO agency vehicle
(dates) (county vehicle or mass transportation)

If the mode of transportation is not a county vehicle or mass transportation please explain: N/A

Proper documentation must be attached when submitting for approval.
(Please check documents attached)

Notice of meeting or convention including cost.

For Overnight Travel

- Room rate \$ _____ GSA Rate \$89.00 per night times 2 nights
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(see www.gsa.gov)

Date: _____ Signature _____
(department head)

Date: 2/29/16 Signature Evelyn M Wood
(Committee Chairman)

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Wolfe, Michael W

From: Nedwell, Daniel (DCJS) [Daniel.Nedwell@dcjs.ny.gov]
Sent: Tuesday, February 16, 2016 12:03 PM
To: Wolfe, Michael W
Subject: Search Warrant Training - Oneida County



Important Training Notice

To: PO Michael Wolfe
Warren Co S O

From: Daniel Nedwell, Office of Public Safety

Date: February 16, 2016

Subject: Search Warrant Training – Oneida County
March 2-3, 2016 (8:30 AM – 4:30 PM)

As you know, DCJS scheduled a Search Warrant Training in Oneida County on March 2-3, 2016.

This facsimile is your admission notice to the Search Warrant Training, and must be presented to gain entry to the event.

As a reminder, **you are required to bring** a Laptop computer capable of opening MS Word documents loaded onto a CD-Rom. In addition, a NYS Penal Law and a Criminal Procedure Law.

HOURS OF TRAINING: 8:30 AM – 4:30 PM

If scheduling prevents you from attending, please notify our office as soon as possible, in order that another officer expressing interest may attend. The training will be held at the: Mohawk Valley Police Academy, 1101 Sherman Drive Utica, NY 13501.

Dress code is business casual.

The NYS Division of Criminal Justice Services encourages all members of the law enforcement community to register for ePagesNY criminal justice e-mail directory. By registering with ePagesNY, you will receive messages sent directly to your e-mail inbox announcing the availability of free law enforcement course offerings and training materials, legal updates, and officer safety bulletins, among others. To register, please click [here](#) to

2/18/2016

Bruno, Anthony

From: Nedwell, Daniel (DCJS) [Daniel.Nedwell@dcjs.ny.gov]
Sent: Tuesday, February 16, 2016 12:02 PM
To: Bruno, Anthony
Subject: Search Warrant Training - Oneida County



**Division of Criminal
Justice Services**

Important Training Notice

To: Inv Anthony Bruno
Warren Co S O

From: Daniel Nedwell, Office of Public Safety

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2/16/2016

DiFiore, Peter A

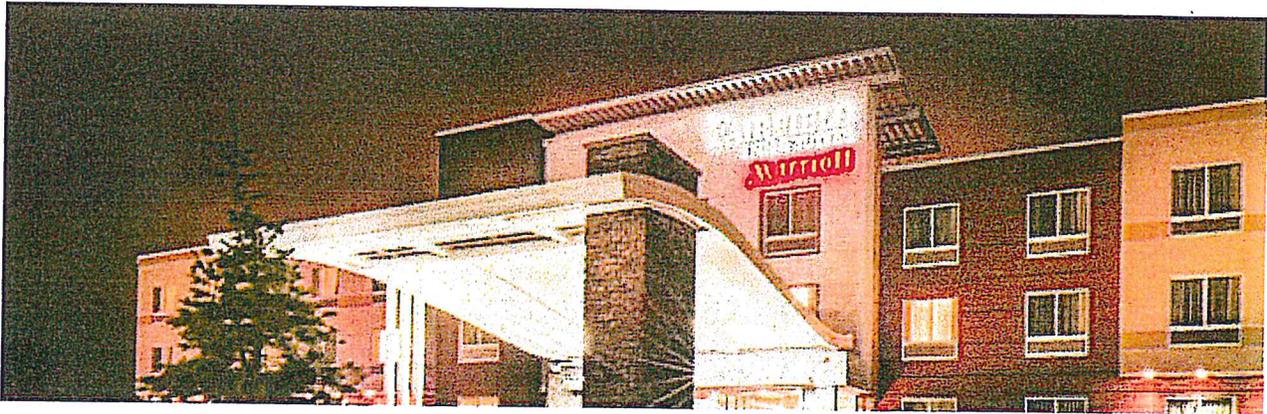
From: Fairfield Inn By Marriott Reservations [reservations@fairfieldinn-res.com]
Sent: Tuesday, February 23, 2016 1:08 PM
To: DiFiore, Peter A
Subject: Reservation Confirmation #83757640 for Fairfield Inn & Suites Utica

Please review your reservation details and keep for your records.



Fairfield Inn & Suites Utica

71 North Genesee Street . Utica, New York 13502 USA ([[:FN|CNF|en_US]])
1-815-798-9600 [Hotel Website](#) [Map & Directions](#) [Plan Your Stay](#)



Reservation Confirmation: 83757640

For ANTHONY BRUNO

CHECK-IN DATE	Tuesday, March 1, 2016	CHECK-OUT DATE	Thursday, March 3, 2016
CHECK-IN TIME	03:00 PM	CHECK-OUT TIME	11:00 AM

[Modify your reservation](#)

[Cancel your reservation](#)

Dear ANTHONY BRUNO,

We are pleased to confirm your reservation with Fairfield Inn & Suites. Below is a summary of your booking and room information. During your stay, please enjoy our inviting lobbies, modern guest rooms and complimentary high speed internet.

Sincerely,
Fairfield Inn & Suites Utica

Enjoy Your Stay



Jump-start Your Day

Enjoy our complimentary HOT breakfast.

[Learn More](#)



At Fairfield, we guarantee you'll love your stay. If you don't, we'll give you a \$100 cash bonus. No questions asked. No fine print. No catch.

Fairfield 100% Guarantee™

That's our commitment to you.

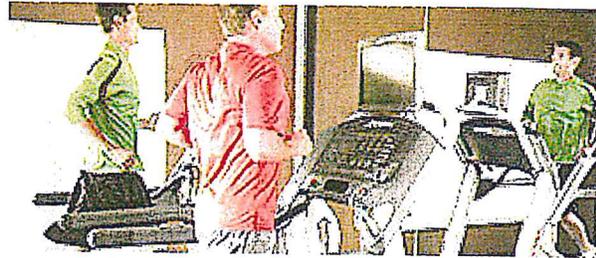
[Learn More](#)



Mobile Check-In & Out

Get to your room faster & receive instant updates.

[Download our app](#)



Stay Energized

Recharge at our fitness center*.

*At participating locations

[See What We Offer](#)

Room Details

ROOM TYPE	Guest room, 2 Queen 
NUMBER OF ROOMS	1
GUESTS PER ROOM	1
GUARANTEED METHOD	Credit Card Guarantee, Master Card

Summary of Charges

RATES ARE PER ROOM, PER NIGHT (USD)

Tuesday, March 1, 2016-Thursday, March 3, 2016

2 nights

89.00 USD

Government State rate, state government ID required

ESTIMATED GOVERNMENT TAXES & FEES

9.57 USD

Total for stay (for all rooms)

197.14 USD

Other Charges

- Complimentary on-site parking

[Modify or cancel your reservation](#)

[Book Another Reservation](#)

Rate and Cancellation Details

- Please note that a change in the length or dates of your reservation may result in a rate change.
- You may cancel your reservation for no charge until Monday, February 29, 2016 (1 day[s] before arrival). Please note we will assess a fee if you must cancel after this deadline.
- Please note that we will assess a fee of 98.57 USD if you must cancel after this deadline.

If you have made a prepayment, we will retain all or part of your prepayment. If not, we will charge your credit card.

- Please be prepared to show proof of eligibility for your rate (such as a membership card, corporate or government identification card, or proof of your age).

RATE GUARANTEE LIMITATION(S)

- Changes in taxes or fees implemented after booking will affect the total room price.
- Please note that a change in the length or dates of your reservation may result in a rate change.

ADDITIONAL INFORMATION

- The Responsible Tourist and Traveler
A practical guide to help you make your trip an enriching experience

GET OUR BEST RATE AVAILABLE
BOOK DIRECTLY WITH MARRIOTT.COM. SEE DETAILS

BOOK A VOUCHER
FOR YOUR STAY

Get Rewards With This Stay

Earn up to 1780 points and enjoy free in-room Wi-Fi at participating hotels when you join Marriott Rewards[®]. You'll earn member benefits every time you book direct.

Authorization To Attend Meeting or Convention

Check One:

- In-State (needs Supervisory Committee authorization)
 Out Of State (needs Board resolution)

The Public Safety Committee hereby authorizes Inv. Anthony Bruno, PO Micheal Wolfe
(committee) (name)

To attend Search Warrant Training
(name of meeting or organization)

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On March 2 & 3, 2016. Mode of Transportation to be used - WCSO agency vehicle
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(see www.gsa.gov)

Date: _____ Signature _____
(department head)

Date: 2/29/16 Signature Evelyn M Wood
(Committee Chairman)

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(see www.gsa.gov)

Date: 1/25/16 Signature [Signature]
(department head)

Date: 2/29/16 Signature [Signature]
(Committee chairman)

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

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(see www.gsa.gov)

Date: _____ Signature _____
(department head)

Date: 2/29/16 Signature *Colleen M Wood*
(Committee Chairman)

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Mayor John A. Diamond
City of Glens Falls
City Hall
42 Ridge Street
Glens Falls, New York 12801

Re: 2nd Proposal for Consolidated Police Services

Dear Mayor Diamond:

On behalf of Warren County I am writing you to acknowledge your recent proposal and offer some suggestions how to move forward with consolidated Police Services Plan. Our next step should be to establish a timeline detailing what steps are legally necessary and in what order they need to be completed.

The city and the County already have the State Division of Criminal Justice Services (DCJS) Report dated September 2014. I would think that the next step would be for the City to engage a consultant in advising both the City and the County in potential models of police protection, cost estimates and implementation approaches to the consolidation. I believe there would be funding available for the study through the State's Local Government Efficiency grant program.

A consultant could provide the City and the County with financial details not contained in the staffing report, Civil Service implications, Labor Contract information, equipment transfers, legacy costs required of the City and if there were any truly cost benefits or deterrents to any proposal.

I also think we should engage a Committee made up of representatives from the involved parties to work with a consultant to provide any and all information that is needed for the consultant to make any estimates, conclusions, or recommendations regarding the potential consolidation.

I look forward to your response.

Very truly yours,

Kevin Geraghty