

ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION December 28, 2011

(Correspondence relating to upcoming legislation, appointments, petitions, etc)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2011-384 . . .	Ways & Means	
2011-385 . . .	Ways & Means	
2011-386 . . .	Ways & Means	
2011-387 . . .	Read & Filed.....	
<u>2012</u>		
2012-005 . . .	Read & Filed.....	
2012-006 . . .	Read & Filed.....	
2012-007 . . .	Read & Filed.....	
2012-008 . . .	Read & Filed.....	
2012-010 . . .	Ways & Means	
2012-011 . . .	Public Safety, Ways & Means	

AVAILABLE ON WEBSITE ONLY

www.ocgov.net

Dated 12/14/11

We, the undersigned Democratic members of the Oneida County Board of Legislators, hereby petition and designate the Utica Observer Dispatch as the official newspaper representing the Democratic Party to publish the concurrent resolutions, election notices, official canvasses, local laws, notices and other matters required by law to be published in the year 2012.

Will Gardner
Frank Gallano
John [unclear]
[unclear]

FN 20 11 384

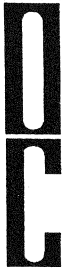
WAYS & MEANS

David Gould
Sammy [unclear]

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

December 20, 2011

FN 20 11 - 385



WAYS & MEANS

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

Please find enclosed with this correspondence several resolutions extending against the taxable property located in Oneida County various tax levies for 2012.

Please forward same to the Board of Legislators for their action on December 28, 2011.

Sincerely,

Anthony Carvelli
Commissioner of Finance

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

AC/bad

Date 12/19/11

Enclosures

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter

2ND BY:

RE: AMOUNTS TO BE LEVIED AS PART OF COUNTY TAX AND EXTENDED AGAINST PROPERTIES IN VARIOUS TOWNS AND CITIES

WHEREAS, There have been filed with the Clerk of the Oneida County Board of Legislators and the Commissioner of Finance reports by various city, town and other public officials, and

WHEREAS, Said reports show various figures which are to be levied as part of the 2012 County tax, now, therefore, be it hereby

RESOLVED, That the amounts set forth herein, as same may be subject to items returned for insufficient funds or similar adjustments, if any, be, and the same hereby are, levied as part of the 2012 County tax and ordered extended against properties in the various towns and cities according to law, as follows:

School Superintendent's levy	\$ 15,657.00
Erroneous Taxes & Misc. Credits, net	\$ 41,925.84
Returned School Taxes	\$ 7,165,249.67
Delinquent Charges School	\$ 501,567.90
Returned Village Taxes	\$ 516,080.55
Delinquent Charges Village	\$ 36,125.35
UMVRWB Town Outside Water Charges	\$ 31,490.72
Delinquent Charges – Water	\$ 572.31
HAVA.	\$ 1,068,451.14

OIN Pursuant to Chapter 144, State Finance Law, Laws of New York, 2010:

Town of Verona, VVS/Oneida City School	
2010/11 Additional Value from OIN	\$ 10,193,982.76
Delinquent Charges – School	\$ 713,578.80
Town of Vernon, VVS School	
2010/11 Additional Value from OIN	\$ 582,706.08
Delinquent Charges – School	\$ 40,789.43

APPROVED: Ways & Means Committee ()

DATED: December 28, 2011

Adopted by the following v.v. vote:
AYES NAYS ABSENT

NOTICE IS HEREBY GIVEN that pursuant to Rule 22, a motion will be made at the December 28th meeting of this Board to suspend Rules 12 and 55 for the purpose of considering this resolution only.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter

2ND BY:

**RE: APPROVAL OF SPECIFIED AMOUNTS TO BE LEVIED AGAINST UTICA AND
SPECIFIED TOWNS FOR DELINQUENT SEWER CHARGES**

WHEREAS, The Finance Administrator of the Oneida County Part County Sewer District has filed with the Commissioner of Finance an itemized statement showing owners and the amounts of arrears of said owners for Sewer Use Charges, now, therefore, be it hereby

RESOLVED, That there shall be levied and extended certain amounts of arrears for Sewer Use Charges, with such items as may be posted for insufficient funds or similar adjustments if necessary, on the 2011 tax rolls of the towns and cities listed below against the properties owned by the various persons in the amounts set opposite their respective names, as follows:

MUNICIPALITY	AMOUNT
Utica	\$108,475.92
Deerfield	\$ 2,828.21
Marcy	\$ 6,369.32
New Hartford	\$ 16,778.04
Whitestown	\$ 15,729.73
Paris	\$ 18,806.31
Trenton	\$ 3,881.06
TOTAL	\$172,868.59

APPROVED: Ways & Means Committee ()

DATED: December 28, 2011

Adopted by the following v.v. vote:
AYES NAYS ABSENT

NOTICE IS HEREBY GIVEN that pursuant to Rule 22, a motion will be made at the December 28th meeting of this Board to suspend Rules 12 and 55 for the purpose of considering this resolution only.

**INTRODUCTORY
NO.**

F.N. 2011-385 (3)

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter

2ND BY:

**RE: APPROVAL OF HIGHWAY 1, 2, 3 & 4 HEALTH, FIRE PREVENTION, GENERAL WELFARE,
AND SPECIFIED DISTRICT TAXES TO BE LEVIED AGAINST TOWNS**

WHEREAS, There has been presented to this Board of Legislators a duly certified copy of the annual budget of each of the several towns in the County of Oneida for the fiscal year beginning January 1, 2012, now therefore, be it hereby

RESOLVED, That there shall be district taxes assessed and levied upon, and collected from, the real property liable therefore within the respective fire, fire protection, fire alarm and improvement districts in the towns specified in their respective annual budgets, and, be it further

RESOLVED, (a) That there be and hereby is assessed and levied upon, and collected from, the taxable real property situate in the named towns outside of any incorporated village, wholly or partially located therein, the amounts indicated therein for Town-Wide General, Town-Wide Highway, Highway Outside and General Outside as specified in the budgets of the respective towns, and be it further

RESOLVED, (b) That the amounts to be raised by tax for all purposes specified in the said several annual budgets as presented to this Board and which are on file within the Office of the Clerk and/or the Commissioner of Finance, shall be and hereby are assessed and levied upon, and collectible from, all taxable property in the towns as enumerated, except as otherwise provided by law.

APPROVED: Ways & Means Committee ()

DATED: December 29, 2010

Adopted by the following v.v. vote:
AYES NAYS ABSENT

NOTICE IS HEREBY GIVEN that pursuant to Rule 22, a motion will be made at the December 28th meeting of this Board to suspend Rules 12 and 55 for the purpose of considering this resolution only.

**INTRODUCTORY
NO.**

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter

2ND BY:

**RE: APPROVAL OF WATER RENTS, SEWER CHARGES, AND OTHER MISCELLANEOUS
CHARGES TO BE LEVIED ON PROPERTIES IN SPECIFIED TOWNS**

WHEREAS, The Supervisors of the various towns have filed with the Commissioner of Finance itemized statements showing the owners and the amounts of arrears of said owners and water rents and sewer charges to be levied in the specified towns, as more particularly set forth in records on file with the Commissioner of Finance, and

WHEREAS, The Commissioner of Finance may be notified of other pro-rata taxes, DEC Violations, NSF charges or other miscellaneous charges against properties owned by various persons, now, therefore, be it hereby

RESOLVED, That there be levied and extended on the 2012 tax rolls of the aforementioned towns, against those properties owned by various persons such amounts of arrears, rents and charges as are set forth opposite their respective names.

APPROVED: Ways & Means Committee ()

DATED: December 28, 2011

Adopted by the following v.v. vote:
AYES NAYS ABSENT

NOTICE IS HEREBY GIVEN that pursuant to Rule 22, a motion will be made at the December 28th meeting of this Board to suspend Rules 12 and 55 for the purpose of considering this resolution only.

**INTRODUCTORY
NO.**

F.N. 2011-385 (6)

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

**INTRODUCED BY: Mr. Porter
2ND BY:**

**RE: AMOUNTS TO BE LEVIED AND ASSESSED UPON CERTAIN ONEIDA INDIAN
NATION PROPERTIES IN ONEIDA COUNTY PURSUANT TO 2010 LAWS OF NEW YORK,
CHAPTER 144, STATE FINANCE LAW**

WHEREAS, The New York State Legislature has enacted legislation to address the uncertainty that exists as to when and to what extent the Oneida Indian Nation will pay taxes, and

WHEREAS, The administrative calculations of tax liability within the County are contingent upon an accurate and final determination of property tax liability and payment against such liabilities, and

WHEREAS, It is necessary to generally preserve the status quo for all other property owners pending the resolution of the said uncertainty, now, therefore, be it hereby

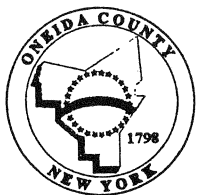
RESOLVED, That the sums generated from additional value assessments on certain properties owned by the Oneida Indian Nation as specified in said State legislation are hereby levied and extended on the 2012 tax rolls.

APPROVED: Ways & Means Committee ()

DATED: December 28, 2011

Adopted by the following v.v. vote:
AYES NAYS ABSENT

NOTICE IS HEREBY GIVEN that pursuant to Rule 22, a motion will be made at the December 28th meeting of this Board to suspend Rules 12 and 55 for the purpose of considering this resolution only.



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.

County Executive
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NEW YORK 13501
(315) 798-5800
FAX: (315) 798-2390
www.ocgov.net

December 20, 2011

Board of Legislators
Oneida County
800 Park Avenue
Utica, New York, 13501

FN 20

11 - 388

WAYS & MEANS

RE: Appointment of the County Attorney

Honorable Members:

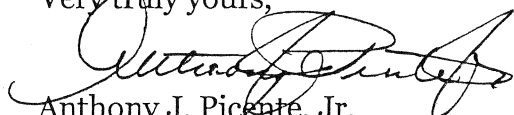
I am pleased to submit to you the name of Gregory J. Amoroso, Esq. as my appointment to fill the office of Oneida County Attorney effective January 1, 2012.

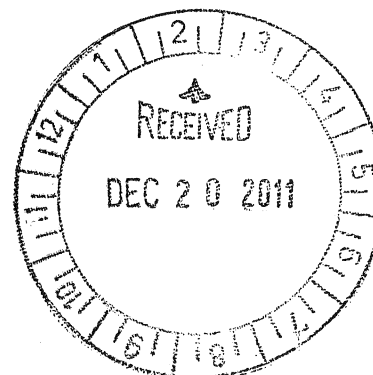
Mr. Amoroso is no stranger to the Board of Legislators having served as the County's labor relations attorney for the previous seven years. He has been a valuable member of the County's labor contract negotiating team and he has represented the County successfully in numerous arbitration, grievance and human rights matters. I attach herewith Mr. Amoroso *curriculum vitae* for your information.

In consideration of Mr. Amoroso's extensive civil and governmental experience and the fact that Oneida County's labor relations representation will be brought "in-house", I am requesting that Mr. Amoroso be hired at a Grade 49H, Step 13 at a salary of \$110,147.

I thank the Board for its kind attention to this matter and ask that this matter be acted upon at the **December 28, 2011** regular session of the Board.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive



Cc: Gregory J. Amoroso, Esq.

GREGORY J. AMOROSO

7991 Cedarwood Drive
Rome, New York 13440
(315) 339-1242

FAMILY

Wife, Susan: Married in 1998
Son, Jeremy: Born in 2000
Daughter, Elena: Born in 2002
Lifelong resident of Oneida County

BAR STATUS

New York State Courts: Admitted 1994
Federal District Court of the Northern District of New York:
Admitted 1994
United States Court of Appeals, Second Circuit:
Admitted 1996
United States Supreme Court:
Admitted 1999
Attorney for Children in the County of Oneida
Designated 2009

EDUCATION

Syracuse University College of Law
Juris Doctorate, Cum Laude, 1993
Honors: Andrews Scholarship
Dean's List: 4 out of 6 semesters

Utica College of Syracuse University
Bachelor of Science, Public Relations/Journalism
Cum Laude, 1989
Honors and Activities: Presidential Scholarship
Dean's List: 6 out of 8 semesters
Tau Kappa Epsilon Fraternity-President 1988
Junior Class Vice President, 1987-1988
Sophomore Class Treasurer, 1986-1987

PROFESSIONAL EXPERIENCE

Saunders Kahler, L.L.P.

Partner : 2005-present; Associate: 2002-2004
Engaged in the general practice of law, with concentrations in the areas of labor and employment law, municipal law, economic development, zoning and land use matters, family law, corporate and business law, commercial transactions, commercial litigation and real estate transactions.

GREGORY J. AMOROSO

Page 2

Counsel for New York Senator Joseph Griffo

2007- 2008

Provide legal services to the New York State Senate Elections Law Committee; Advised Senator Griffo on legislation and legal matters

Corporation Counsel's Office, City of Rome

Corporation Counsel: 1996-2002; First Assistant Counsel: 1995; Assistant Counsel: 1994
Represented City as voting member of Board of Estimate and Contract; Supervised City's legal office; Advised all City officials and Departments on legal matters; Staffed, advised and prepared legislation for City Common Council; Negotiated collective bargaining agreements and handled all labor law matters; Defended City and employees against all claims and litigation, including civil rights, torts and contract cases; Administered City's Insurance and Risk Management program; Prepared contracts, leases and various other legal documents for City Departments; Staffed and advised City Planning Board and Zoning Board of Appeals; Prosecuted City Code and Zoning violations.

WORK EXPERIENCE

Adjunct Professor, Communications Law,
Utica College of Syracuse University, 2003

Director of Day Camp and After School Program,
Rome Family YMCA, Rome, NY, 1989-1990

COMMUNITY AND PROFESSIONAL ACTIVITIES

Member, Rome Industrial Development Corporation Board of Directors and Operations Committee, 2003-present

Member, Board of Directors of Oneida County Bar Association, 2010-present

Chairperson, Young Lawyers Section of the New York State Bar Association, 2003-2004

Member, Executive Committee of the Young Lawyers Section of the New York State Bar Association, 1997-2005

Member, Executive Committee of the Municipal Law Section of the New York State Bar Association, 2000-2002

Member, Board of Directors for the Rome Bar Association, 1996-1997, 2000-2001

Treasurer and Member of Board of Directors, Rising Stars Soccer Club of Central New York, 2007-2010

Advisor, Rome Free Academy Mock Trial Team, 1996-1998

Volunteer, Rome Family YMCA Youth Department, 1993-1996



ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501

Work Phone: 798-5900 ♦ Home Phone: 337-9045

December 23, 2011

FN 20 11 - 387

Board of Legislators
800 Park Ave.
Utica, NY 13501

READ & FILED

Honorable Members:

Pursuant to Rule 29 of the Rules of the Board, I do hereby extend into 2012 the following Docket Numbers:

2011-371
2011-374
2011-375
2011-376
2011-377
2011-378
2011-379

Thank you for your consideration.

Sincerely,

Gerald J. Fiorini
Chairman

We, the undersigned, being members of the Oneida County Board of Legislators 2012-2013 Term of Office, and being members of the Republican Party, hereby designate Rose Grimaldi as Majority Legislative Analyst pursuant to Rule No. 2 of the Rules of the Board of Legislators of the County of Oneida, to serve for a term commencing January 1, 2012 and terminating on December 31, 2013.

Jim Brady
Harold G. Durini
Tom E. King

FN 20 12-005

READ & FILED

Neil Wood
Emil R. Paparella
John J. Porter
Brian J. Miller
R. King
Norm Leach
Patrick Brennan
Michael Montano
Hans E. Cooper
Edna P. Welsch

Dated: 11/30/11

We, the undersigned, being members of the Oneida County Board of Legislators 2012-2013 Term of Office, and being members of the Democratic Party, hereby designate Kristyn L. Bucciero as Minority Legislative Analyst pursuant to Rule No. 2 of the Rules of the Board of Legislators of the County of Oneida, to serve for a term commencing January 1, 2012 and terminating on December 31, 2013.

William Goodson

Philip Sacco

Joe Ann Conventina

F.S.J.

Frank D. Tallarini

Joseph J. Jorgal

Harmony Pival

David J. Gordon

Paul Green
Debra Kelly

FN 20

12-006

READ & FILED

Dated: _____

12/14/11

We, the undersigned, being members of the Oneida County Board of Legislators 2012-2013 Term of Office, and being members of the Republican Party, hereby designate George Joseph as Majority Leader pursuant to Rule No. 3 of the Rules of the Board of Legislators of the County of Oneida, to serve for a term commencing January 1, 2012 and terminating on December 31, 2013.

Jim Murphy
Gerald J. Jovan

Edwin P. Welsch

Harold Regner

Michael Blumenthal

Peter H. Brennan

Norm Leach

R. Koering

Brian Miller

Joe Foster

Emil R. Paparella

David [unclear]

Dan Wood

Mark [unclear]

FN 20 12-007

READ & FILED

Dated: 11/30/11

We, the undersigned, being members of the Oneida County Board of Legislators 2012-2013 Term of Office, and being members of the Democratic Party, hereby designate Frank D. Tallarico as Minority Leader pursuant to Rule No. 3 of the Rules of the Board of Legislators of the County of Oneida, to serve for a term commencing January 1, 2012 and terminating on December 31, 2013.

Michael Carey
Joseph Fuzgal
7521

FN 20 12 - 008

Camille Gordon

READ & FILED

[Signature]
Harmony Smith
Frank D. Tallarico

Dated: 12/14/11



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Milale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

FN 20 11 - 010

December 27, 2011

WAYS & MEANS

Board of Legislators
800 Park Ave.
Utica, NY 13501


Honorable Members:

In 2011, the Board of Legislators approved a Local Law to reduce the number of Legislative Districts. That Local Law was subsequently vetoed by the County Executive. At the time, the decision was made to wait until 2012 to reintroduce the original proposal of six districts. Therefore, you will find attached a local law that would amend the Charter and Administrative Code to provide for a reduction in the number of County Legislative Districts from 29 to 23.

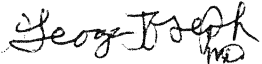
If adopted by the Board of Legislators, the law would be subject to mandatory referendum in November. .

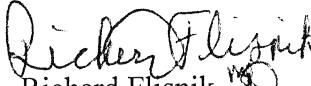
Thank you in advance.

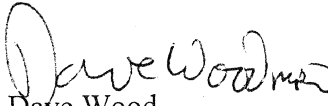
Sincerely,

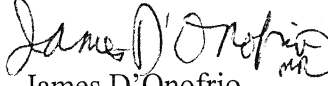

Gerald J. Fiorini
Chairman


Ed Welsh
Legislator R-21


George Joseph
Majority Leader-Elect


Richard Flisnik
Legislator R-8


Dave Wood
Legislator R-28


James D'Onofrio
Legislator R-15

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Messrs. Fiorini, Joseph, Wood, Welsh, Flisnik, D'Onofrio

2ND BY:

RE: LOCAL LAW INTRODUCTORY "A" OF 2012 AMENDING THE ONEIDA COUNTY CHARTER AND THE ONEIDA COUNTY ADMINISTRATIVE CODE TO PROVIDE FOR A REDUCTION IN THE NUMBER OF COUNTY LEGISLATIVE DISTRICTS

Local Law " " of 2012

Legislative Intent: The intent of this local law is to provide for the reduction in the number of Oneida County legislative districts from twenty nine to twenty five districts. This local law is intended to address a county-wide concern for more efficient, consolidated and cost effective representation on the Board of Legislators

BE IT ENACTED by the Board of County Legislators of Oneida County, State of New York, as follows:

That Article II, Section 201, subdivision (a) of the Oneida County Charter and the Oneida County Administrative Code be amended as follows:

Section 201 a- Commencing on January 1, 2014, the Oneida County Board of Legislators shall be composed of twenty-three legislative districts the form of which shall be timely determined prior thereto and in accordance with any applicable state, general, special or local laws relating to the apportionment of legislative districts.

This local law shall be subject to mandatory referendum and shall become effective on the first day of January next succeeding the date on which it shall have become law.

APPROVED: Courts, Laws and Rules ()
Ways & Means Committee ()

DATED:

Adopted by the following roll call vote:

AYES NAYS ABSENT



ONEIDA COUNTY EMERGENCY COMMUNICATIONS

Anthony J. Picente., County Executive
120 Base Rd. Oriskany, NY 13424

Kevin W. Revere, Director
(315) 765-2526 Fax (315) 765-2529

December 19, 2011

FN 20 12 - 011

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Ave
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

Attached is quote from Tiburon Corporation, which is the company that Oneida County purchased its CAD from several years ago. The quote is for a CAD interface for law enforcement dispatch software. This project is critical to the integrity of our emergency communications system in addition to the consolidation efforts that are currently underway. This purchase is proprietary in nature and cannot be provided by any other vendor.

I am requesting your assistance in the processing of this purchase requisition through a standardization resolution through the Board of Legislators.

The funding for this is covered under a Homeland Security Grant (Capital account H346), no county dollars are involved.

If you have any questions, please advise me. Thanks for your help.

Sincerely,

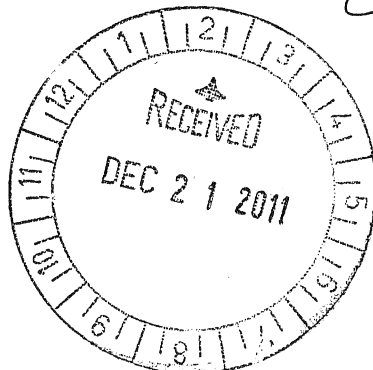
Kevin W. Revere
Director of Emergency Services

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/20/11

kmg





Tiburon, Inc.
6200 Stoneridge Mall Road
Suite 400
Pleasanton, CA 94588
USA

T: 925.621.2700
F: 925.621.2799

www.tiburoninc.com

December 19, 2011

Oneida County
Attn: Mr. Ed Pavlot
120 Base Road
Oriskany, New York 13424

Re: Sole Source Acknowledgement

Please accept this letter as Tiburon's acknowledgement that no other vendor is authorized to develop and provide the Tiburon portion of the ProQA interface to the Tiburon CAD system as the Tiburon CAD system is a proprietary product which is owned and maintained exclusively by Tiburon.

If you have any questions, please do not hesitate to contact me directly at 925.621.2506 or via email at Scott.Carroll@tiburoninc.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Carroll", with a long horizontal flourish extending to the right.

Scott Carroll
Contracts Manager



DispatchNow CAD Interface and services

For

Oneida County, NY



PRICE SUMMARY

Item	Price
DispatchNow Interfaces	\$12,500.00
DispatchNow Services	\$4,500.00
Subtotal	\$17,000.00

TOTAL	\$17,000.00
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Maintenance (Help Desk & Software Upgrades)**

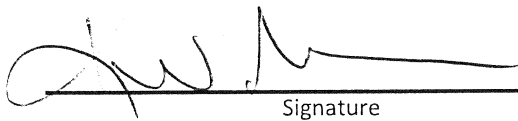
- ** Includes 24x7 Helpdesk, software updates, new product releases and hot fixes (installation services not included)
- ** Does NOT include support and upgrades to Hardware, Operating system and 3rd party Software
- ** Maintenance must be prepaid at time of signature or purchased on a yearly basis

Item	Yearly Price
Maintenance - Year 2	\$1,968.75
Maintenance - Year 3	\$2,067.19
Maintenance - Year 4	\$2,170.55
Maintenance - Year 5	\$2,279.07

The prices indicated above do not include installation and/or configuration of 3rd party software and/or hardware
 Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
 The prices indicated above do not include training services

Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:



 Signature

12/19/11

 Date



Qty	Description	Unit Price	Total
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TIBURON DispatchNow CAD

DispatchNow Interfaces			
	Police ProQA Interface	1	\$12,500.00
			<i>Subtotal</i>
			\$12,500.00

DispatchNow Services			
	Remote Installation Services		\$4,500.00
			<i>Subtotal</i>
			\$4,500.00

	TOTAL		\$17,000.00
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Notes

Note 1 Tiburon Police ProQA interface requires ProQA Paramount software. It is the customer responsibility to have ProQA Paramount installed and configured. If custom work is needed, it will be charged separately.

Terms

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.

PAYMENT 100% at software purchase

DELIVERY April 2012

VALIDITY 60 days.

Revision History

Revision Level	Reason for Revision	Date Revised
-	Original	December 15, 2011

Maintenance and Support Guidelines

Applicability	2
Term.....	2
Description of Technical Support Services	2
Technical Support Services	2
Help Desk Service	2
Help Desk Call Taking Process	3
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Software Updates Program	5
Product Specialist and Training Services.....	5
Client Responsibilities	5
Termination.....	7
Exclusions to Technical Support Services	8

Applicability

These Maintenance and Support Guidelines ("Maintenance and Support Guidelines") applies if the Client has ordered any of the services detailed herein pursuant to the receipt of a Price Quote from Tiburon, Inc. (hereinafter "Tiburon"). Any services detailed herein that have not been ordered by the Client shall not apply or be provided to the Client by Tiburon.

These terms represent Tiburon's standard terms. These terms apply unless superseded by a specific Client agreement.

Term

Upon payment of the appropriate annual maintenance and support fees, Tiburon shall provide the Client with maintenance and support services as set forth in these Maintenance and Support Guidelines for a twelve (12) month period commencing on the anniversary date of final acceptance and shall be automatically renewed for additional twelve (12) month periods until terminated in accordance with its terms.

Description of Technical Support Services

Technical Support Services

Tiburon's Technical Support Services department consists of technical specialists dedicated to providing the highest level of technical support services to its Clients.

Technical Support Services include the Help Desk Service, Software Updates Program, Product Specialist Services and Training Services.

The Help Desk Service and Software Updates Program are provided on a per-product basis and available on an annual or multi-year basis as detailed in the Client Quotation.

Help Desk Service

The Help Desk service includes technical support on products purchased from Tiburon including Tiburon licensed products and 3rd party products.

The Help Desk provides 24 x 7 technical support to Clients for all Tiburon products. The Help Desk is staffed by technical specialists, backed by 24 x 7 engineering support to handle high priority issues.

High priority issues that cannot be addressed expediently by the technical specialists alone are assigned to the 24 x 7 engineering support staff. If the issue cannot be addressed within the defined service level agreement (SLA) in Table A, an escalation process is automatically triggered involving senior management in order to take immediate action calling upon product experts as needed. This level of specialized technical support ensures timely, accurate and effective support for Tiburon's Clients.

For urgent and high priority tickets (see Table A), Clients are requested to contact the Help Desk by phone in order to obtain immediate technical support using the following toll-free number; **1 (877) 441-4648**.

For routine and lower priority tickets (see Table A), Clients are encouraged to send an email to DispatchNowSupport@tiburoninc.com which includes caller contact information, site identification, affected product and a short problem description. An email reply will acknowledge that Tiburon has received the Client's email. A Help Desk representative will contact the Client with a ticket # and status within the timeframes defined in the SLA (see below for details).

Help Desk Call Taking Process

When a Help Desk call is received, it is answered by a Help Desk representative. The representative takes the caller's general information such as caller contact information, site identification, affected product and a short problem description. Based on the priority definitions detailed in Table A, the caller advises the Help Desk representative on the priority of the issue. The caller is given a ticket reference number and is passed onto a Help Desk technical specialist for problem investigation and resolution. If there are no Help Desk technical specialists available to immediately take the call, the caller is called back within the agreed upon SLA.

The Help Desk technical specialist will work over the phone and through remote high speed facilities (e.g. Cisco VPN, Sonic Wall, Remotely Anywhere, Remote Desktop) to troubleshoot and resolve the issue. The ticket is only 'closed' by Tiburon upon positive confirmation from the Client.

Escalation Procedure

When the call-back SLA specified in Table A is not met, the Help Desk is instructed to escalate the ticket to the people identified below and advise the Client that this escalation is in progress. Should the Client not receive a call from the Help Desk within the call-back SLA, the Client is free to contact the following escalation contacts directly (in the order indicated):

TITLE	PHONE
Help Desk Team Leader	(514) 916-0199
Sr. Manager Technical services	(514) 804-9334
Sr. Manager, SW Development	(514) 916-3995
VP Products	(514) 916-0423

Internal escalation is automatically triggered in the timeframes defined in the last two columns of Table A in order to ensure that high priority tickets are resolved as quickly as possible.

Note:

The call-back time is defined as the interval of time from the moment Tiburon Help Desk received a call for service to the moment a Tiburon technical specialist contacts the site.

Table A: Ticket Priorities and the Service Level Agreement (SLA)

The following table defines our standard ticket priorities and their respective response service level agreement (SLA):

PRIORITY	PRIORITY DEFINITION	SLA FOR CALL BACK BY TECHNICAL SPECIALIST WITHIN	PROBLEM RESOLUTION	TEAM LEADER ESCALATION (FROM CALL BACK TIME)	SENIOR MANAGEMENT ESCALATION (FROM CALL BACK TIME)
(1) URGENT	<u>Severe Operational Impact:</u> The system is not operational or the Client's operation is severely impaired.	15 MINUTES	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on as a high priority until delivered.	IMMEDIATE	1 HOUR
(2) HIGH PRIORITY	<u>Major Operational Impact:</u> The loss of functionality that impairs the Client's normal operation but essential services are still supported.	1 HOUR	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on to be delivered in the next available release.	4 HOURS	START OF NEXT BUSINESS DAY
(3) ROUTINE	<u>Limited Operational Impact:</u> The loss of a non-essential functionality or a failure that is limited to a subset of users.	8 HOURS	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release.	NOT APPLICABLE	NOT APPLICABLE
(4) LOW	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	NEXT BUSINESS DAY	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release or a commercially reasonable effort is made to provide a workaround solution.	NOT APPLICABLE	NOT APPLICABLE
(5) INQUIRY	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	2 BUSINESS DAYS	Technical specialists respond during office hours.	NOT APPLICABLE	NOT APPLICABLE

Software Updates Program

If the Client has purchased the Software Updates Program, the Client will be entitled to receive new General Availability (GA) releases of the Tiburon licensed software products purchased by the Client.

The Software Updates Program provided hereunder does not include any of the following:

- (a) Installation, configuration and training services. Upon reasonable notice from the Client, Tiburon will provide a Price Quote to the Client on a time and materials basis at Tiburon's then current rates for such services;
- (b) Modifications or customization of the Software other than corrections of Defects made or provided under these Maintenance and Support Guidelines;
- (c) Consultation for new programs or equipment;
- (d) Correction of problems, and assistance regarding problems, caused by operator errors, including but not limited to the entry of incorrect data and the maintenance of inadequate backup copies and improper procedures; and/or
- (e) Correction of errors attributable to software other than the licensed Software.

Upgrade of the Client's Hardware, Operating System, and/or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. The Client shall be solely responsible for the cost of such upgrades unless expressly stated otherwise.

Product Specialist and Training Services

Clients can contact the Help Desk to request the services of Product Specialists and Trainers. The Help Desk will direct the call to the appropriate technical services representative to provide details on the services offered and their associated rates and to schedule resource availability.

Client Responsibilities

- (a) **Technical Service Tickets** The Client shall provide all information requested by Tiburon necessary to complete its Technical Support Services form for each request for technical services, Enhancements, and Out of Scope Services.
- (b) **Remote Access** The Client will facilitate high speed 512Kbps or greater remote VPN access for Tiburon to access the servers and workstations at the Client Site. Remote access will require the use of interactive applications including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh), and application-level TCP/IP socket connectivity as determined necessary by Tiburon. Tiburon personnel will require local administrative control of all servers and workstations involved in Tiburon implementation. In addition, Tiburon requires the ability to dynamically upload/download

files to the server(s) without third-party intervention. Tiburon technicians may need remote access to the System to analyze the System configuration, aid in problem analysis or to modify the System configuration for a problem work-around. Remote access may also be used for transmission of Software updates to the Client. Remote access must be available twenty-four (24) hours a day, seven (7) days a week.

Tiburon's request to halt any System functionality shall require the Client's appropriate management approval. Tiburon shall not perform any service-affecting activity without informing the Client's appropriate management in advance and receiving proper authorization.

Tiburon recognizes the need for security of remote access facilities. Tiburon shall work within the Client's security guidelines whenever possible. If the Client's remote access facility is dysfunctional, Tiburon shall not be held liable for response times.

Tiburon shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Tiburon shall use the data connection solely in connection with the provision of its services hereunder. The Client may be required to run tests deemed necessary by Tiburon following each remote access as requested by Tiburon.

(c) **Access** The Client shall provide Tiburon's personnel or its local service provider with full access to their site at all required times.

(d) **Maintenance and Back-Ups** The Client shall ensure that maintenance and back-up activities relating to the Tiburon proprietary software and the System, including without limitation backing up databases and journal logs, purging out of date records and running reports and performing diagnostics, are timely carried out.

(e) **Data Input** The Client shall enter, update and maintain the input data as required for satisfactory operation of the Tiburon proprietary software, and be responsible for the accuracy of all Client-provided data.

(f) **Third-Party Product Support** Unless otherwise agreed, the Client shall obtain, pay for and maintain in effect during the term of these Maintenance and Support Guidelines the technical support contracts for certain third party products as specified by Tiburon, and shall ensure that, in addition to authorizing the Client to request support services there under, each such support contract also expressly authorizes Tiburon to request support services there under on the Client's behalf.

(g) **System Security** The Client shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

(h) **System Change, Alteration, or Modification** The Client shall ensure that, with respect to the Tiburon proprietary software, such software is installed only on the authorized server and workstations and only at the authorized site. The Client shall ensure that each authorized site conforms in all respects to the site specifications as required by Tiburon. The Client shall ensure that no change, alteration or modification is made to the System configuration without the express prior written consent of Tiburon; provided, however, that said consent is not intended to constitute in any manner Tiburon's approval, certification, endorsement, or warranty of the System configuration or System performance.

(i) **Database Administration Change Authorization** Client shall maintain a system

to ensure that only authorized personnel have the ability to perform database administration activities and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Tiburon's Technical Support Services department. Database administration shall be in compliance with Tiburon provided guidelines. Tiburon cannot assist Client personnel other than those on the most current authorization list.

(j) **Authorized Client Representative** The Client shall designate, in a written notice a single individual to act as the Client's authorized representative for purposes of these Maintenance and Support Guidelines. Such individual (a) must be authorized to act on the Client's behalf with respect to all matters relating to these Maintenance and Support Guidelines; (b) shall ensure the Client's compliance with its responsibilities under these Maintenance and Support Guidelines; and (c) shall coordinate appropriate schedules in connection with Tiburon's services under these Maintenance and Support Guidelines. The Client may change the individual designated hereunder by providing Tiburon advance written notice designating the new individual authorized to act as the Client Representative.

(k) **Technical Support Coordinators** The Client shall designate, in a written notice one or more individuals to act as the Client's technical support coordinator (a "Technical Support Coordinator"). The Client shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate Tiburon proprietary software and System training and shall otherwise be familiar with the Tiburon proprietary software and the System. The Client shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System as required; and (c) to provide on-site technical assistance as required by Tiburon to aid Tiburon in performing its services hereunder. The Client may change any individual designated hereunder by providing Tiburon with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

(l) **Training** The Client shall ensure that all Technical Support Coordinators and other personnel have received appropriate training on the Tiburon proprietary software and the System, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under these Maintenance and Support Guidelines.

(m) **Error Reproduction** Upon detection of any error in any of the Tiburon proprietary software applications, the Client shall provide Tiburon a listing of command input, resulting output and any other data, including databases and back-up systems, that Tiburon may reasonably request in order to reproduce operating conditions similar to those present when the error occurred.

Termination

(a) **Termination for Payment Defaults** In the event that the Client fails to pay when due all or any portion of the annual maintenance and support fees required, Tiburon may immediately, and without further notice to the Client, terminate these Maintenance and Support Guidelines or suspend all or any portion of the services hereunder for all or any portion of the Tiburon proprietary software applications until the Client's account is brought current.

(b) **Termination for Other Defaults** In the event that either party hereto materially defaults in the performance of any of its obligations hereunder (other than payment defaults covered above), the other party may, at its option, terminate these Maintenance and Support Guidelines, by providing the defaulting party thirty (30) days' prior written notice of termination, which notice shall identify and describe with specificity the basis for such termination. If, prior to the expiration of such

notice period, the defaulting party cures such default to the satisfaction of the non-defaulting party (as evidenced by written notice delivered by the non-defaulting party, termination shall not take place.

(c) **Consequences of Termination** Upon termination of this Agreement for whatever reason, (a) Tiburon shall be under no further obligation to provide support or any other services hereunder; (b) Tiburon shall return to the Client all Client confidential information in Tiburon's possession and shall certify in a written document signed by an officer of Tiburon that all such information has been returned; (c) the Client shall return to Tiburon all Tiburon confidential information in the Client's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Tiburon confidential information and all copies of any of the foregoing (in whatever medium recorded) but not including any such information licensed to and paid for by the Client and shall certify in a written document signed by the authorized Client representative that all such information has been returned.

Exclusions to Technical Support Services

The following services are outside the scope of the Technical Support Services provided by Tiburon and may result in additional charges, on a time and material basis:

(a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another;

(b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or the Client's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation;

(c) Repair of problems caused by the use of the System for purposes other than for which it is designed;

(d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Tiburon's prior approval;

(e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Tiburon shall not be obligated to repair or replace any component of the System which has not been installed by Tiburon or a Tiburon authorized technician;

(f) Removal, relocation and/or reinstallation of the System or any component thereof;

(g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not;

- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with the Client for modifications and upgrades which are not directly related to a problem correction;
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System;
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks;
- (k) Repair or replacement of any Hardware not purchased from Tiburon and explicitly covered by a Tiburon warranty or maintenance program.