

Sheriff's Committee Agenda 02/03/12

1. Committee meeting called to order by Chairman
2. Motion to approve minutes of prior committee meeting.

Action Agenda

1. Request reso awarding bid and authorizing agreement with Chic's Marina for maintenance of patrol boats.
2. Request reso extending service agreement with Trane for Chiller
3. Request reso to send Sgts. Peter DiFiore & Eric Mazzeo to Police Supervisor Training in Schenectady NY.
4. Request reso to accept 911 Interoperability grant in the amount of \$736,938.00
5. Request reso to accept LETPP 2010 grant in the amount of \$48,278.00.
6. Request to amend County budget to reflect monies from Statewide Law Enforcement Terrorism Prevention Program Grants from 2010 monies.
7. Request reso to reclassify Corrections Sergeant position to Corrections Inspector position. Salary request is for \$50,000.00 which is an increase of \$870.00. Corrections Sergeant position was \$49,130.00 plus Overtime. The new position will not be overtime eligible.
8. Request executive session to discuss personnel matter.

Topics for Discussion

1. We have filled 3 correction officer positions due to 1 retirement, 1 resignation and 1 termination. Savings of \$28,964 in the salary code.

Old Business / Pending Items

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: *sheriff*

DATE: *2/3/12*

- (a) Purpose of Contract Change: *New Year*
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: *894 of 2008*
- (c) Name of Contractor: *Chic's MARINA, Inc.*
- (d) Address of Contractor: *4782 Lake Shore Dr.
Belton Edg. wy. 17814*
- (e) Contractor's Contact Person and Telephone Number: *DONALD VOLKMAN
644-2170*
- (f) Commencement Date of Extension: *11/1/12*
- (g) Termination Date of Extension: *12/31/12*
- (h) Payment Provisions: i) lump sum amount
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, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:
A3110 441 \$5310.00 Total

Warren County Sheriff's Office
Memorandum

TO: N.H. York, Sheriff

FROM: R.E. Swan, Undersheriff *RES*

SUBJECT : Patrol Boat Maintenance Bids for 2012

DATE. . . .: February 1, 2012

On December 20, 2011, I mailed bid specifications for Patrol Boat Maintenance for 2012 to Chic's Marina, Smith's Marina, Hall's Boat Corporation and Dunham's Bay Marina. As of this date, the only bid I have received is from Chic's Marina. I have attached the sole bid and recommend we award the bid to Chic's Marina. There is no change in the fees from last year and the Marina has again offered dock space at no charge.

CHIC'S MARINA, INC.
4782 LAKESHORE DRIVE
PO BOX 1237
BOLTON LANDING, NY 12814
PHONE (518) 644-2170
FAX (518) 644-9307

FAX TRANSMISSION COVER SHEET

DATE: *DECEMBER 14, 2012*

TO: *WARREN COUNTY SHERIFF'S OFFICE*

ATTN: *ROBERT SWAN - UNDER SHERIFF*

FROM: *DON VOLKMAN*

TOTAL NUMBER OF PAGES:
(INCLUDING COVER SHEET)

5

RE: *WARREN COUNTY SHERIFF PATROL BOAT
MAINTENANCE AGREEMENT 2012.*

CHIC'S MARINA, INC.
4782 LAKESHORE DRIVE
PO BOX 1237
BOLTON LANDING, NY 12814-1237
PHONE 518-644-2170
FAX 518-644-9307

December 14, 2011

Warren County Purchasing Department
 1340 State Route 9
 Lake George, NY 12845

Re: Warren County Sheriff Patrol Boat Maintenance Agreement 2012.

1) Spring Start-Up on Five (5) Patrol Boats	\$1280.00
2) Tune-Up on Five (5) Patrol Boats	\$2105.00
3) Summer Dock Space For One (1) 24' Patrol Boat	"NO CHARGE"
4) Winterization (Winter Shut-Down) Five (5) Patrol Boats	\$1925.00
Total	\$5310.00

If you have any questions please contact us at 518-644-2170

Yours truly,





Don Volkmann
 Service Department

WINTERIZATION (WINTER SHUT-DOWN)

- 17' BOSTON WHALER W/90 HP JOHNSON 4/S EFI MOTOR
- 17' BOSTON WHALER W/90 HP JOHNSON 4/S EFI MOTOR
- 24' BOSTON WHALER W/TWIN 200 HP EVINRUDE E-TEC MOTORS
- 24' BOSTON WHALER W/TWIN 200 HP EVINRUDE E-TEC MOTORS
- 24' GODFREY PONTOON BOAT W/90 HP EVINRUDE FUEL INJ. MOTOR

SERVICES INCLUDED WITH WINTERIZING (WINTER SHUT-DOWN)

WINTERIZE MOTORS
COVERED STORAGE OR SHRINK WRAP BOATS FOR WINTER SEASON.

SPRING START-UP

17' BOSTON WHALER W/90 HP JOHNSON 4/S EFI MOTOR
17' BOSTON WHALER W/90 HP JOHNSON 4/S EFI MOTOR
24' BOSTON WHALER W/TWIN 200 HP EVINRUDE E-TEC MOTORS
24' BOSTON WHALER W/TWIN 200 HP EVINRUDE E-TEC MOTORS
24' GODFREY PONTOON BOAT W/90 HP EVINRUDE FUEL INJ. MOTOR

SERVICES INCLUDED WITH SPRING START-UP

CHARGE BATTERIES & CLEAN ALL CONNECTIONS
CHECK ALL LIGHTS & ACCESSORIES
CHECK ALL FLUID LEVELS
CLEAN INSIDE & OUTSIDE OF ALL BOATS
LAUNCH & TEST ALL BOATS ON THE LAKE

TUNE-UP

(1) (#581/582) 17' BOSTON WHALER W/90 HP JOHNSON 4/S MOTOR

REPLACE SPARK PLUGS
REPLACE ALL FUEL FILTERS AS REQUIRED
CHANGE MOTOR OIL & FILTER
LUBRICATE ALL FITTINGS
CHECK ALL HOSES
DRAIN, PRESSURE TEST & REFILL GEARCASES
CHECK ALL FLUID LEVELS

(2) (#583/584) 24' BOSTON WHALER W/TWIN 200/HP EVINRUDE

E-TEC MOTORS

REPLACE SPARK PLUGS
REPLACE ALL FUEL FILTERS AS REQUIRED
REPLACE VRO FILTERS & SEALS



LUBRICATE ALL FITTINGS
CHECK ALL HOSES
DRAIN, PRESSURE TEST & REFILL GEARCASES
CHECK ALL FLUID LEVELS

(3) (#585) 24' GODFREY PONTOON BOAT W/90/HP EVINRUDE
FUEL INJECTION MOTOR

REPLACE SPARK PLUGS
REPLACE FUEL FILTERS AS REQUIRED
REPLACE VRO FILTERS & SEALS
LUBRICATE ALL FITTINGS
CHECK ALL HOSES
DRAIN, PRESSURE TEST & REFILL GEARCASE

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: *Sheriff*

DATE: *2/3/12*

(a) Purpose of Contract Change: *New Year Service Agreement for 1/1/12 thru 12/31/12*

(b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: *403 of 2005*

(c) Name of Contractor: *TRANE*

(d) Address of Contractor: *301 Old Niskayuna Rd. Latham NY 12110*

(e) Contractor's Contact Person and Telephone Number: *Katie Morrissey 785-1315*

(f) Commencement Date of Extension: *1/1/12*

(g) Termination Date of Extension: *12/30/12*

(h) Payment Provisions: i) lump sum amount
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, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:
A. 3110 470 \$5,631.00 Total.

Trane
301 Old Niskayuna Road
Latham, NY 12110

518-785-1315 (tel)
518-785-4359 (fax)



TRANE

20 October, 2011

CRM# 1265799

J.R. Diamond
Warren County Sheriffs Department
1340 State Route 9
Lake George, NY 12845

Dear Brian:

RE: Scheduled Maintenance (Trane Contract #A9191)

Your existing Service Agreement described above will renew on January 1, 2012. The new contract period will run from January 1, 2012 through December 31, 2012.

This year's contract amount is \$5,631.00 per year, to be invoiced quarterly. Or, you may, exercise your option to receive the 3% prepay discount by checking the box below. Payment must be received **in full 15 days prior** the contract renewal date for discount to apply.

As always, if you have any questions or would like additional information on Trane products and services, Bill Willows can be reached at 518-785-1315.

In order to avoid an interruption in your Trane service, please confirm receipt of this notification by returning this letter signed and a purchase order for the amount specified above prior to the start of the new contract period. To expedite the renewal process we recommend you attach a copy of this letter to the existing agreement in your files.

Thank you for the opportunity to be of service.

Sincerely,
TRANE

CUSTOMER ACCEPTANCE:

Katie Morrissey
Direct Sales Administrator
kamorrissey@trane.com

SIGNATURE: _____
TITLE: _____
ACCEPTANCE DATE: _____
P.O. NUMBER: _____

Yes! I would like to prepay this account in full to receive a 3% discount off the total contract price. (If this letter is returned with the above box checked, Trane will generate an invoice for the total contract amount **minus 3%**. Payment must be received **in full 15 days prior** the contract renewal date for discount to apply. Available for contracts of three years or less.) Attachments: Equipment Coverage, Trane US Inc T&C's



TRANE

Building Services

The following is an overview of Trane's Scope of Services to be performed on Covered Equipment. Items marked are included in this Agreement.

Services Included	Cooling Seasonal Service	Services Included	Heating Seasonal Service
X	Seasonal Start-up		Seasonal Start-up
X	Operating Inspections Qty <u>2</u>		Operating Inspections Qty <u> </u>
X	System Shutdown		System Shutdown
X	Annual Seasonal Maintenance		Annual Seasonal Maintenance

Services Included	Labor and Materials for Covered Equipment
X	Scheduled Maintenance Labor
X	Scheduled Maintenance Parts and Materials
	Repair Labor: Repairs will be performed on covered equipment during Trane regular business hours – Select Agreement
	Repair Parts and Materials – Select Agreement
	Overtime Repair Labor for Emergency Failures (outside Trane regular business hours)
	Refrigerant Monitor Inspection. Testing and Calibration once per year
	Refrigerant Replacement <u> </u> % of Charge per unit per year
X	Refrigerant Usage Reporting
	Other

Services Included	Predictive Testing and Analysis for Covered Equipment Chiller(s) Only
	Trane Centralized Monitoring – Level 1 <u> </u> ; Level 2 <u> </u> ; Level 3 <u> </u>
X	Spectrographic Oil Analysis – Trending oil analysis provides insight into potential system problems
X	Refrigerant Analysis – Provides early warning of internal failure
	Lithium Bromide & Refrigerant Water Analysis Annually (Chemical Corrections not
	KestrelView™ Analysis – Requires Trane laptop and Trane software
	Eddy Current Tube – Condenser to be performed in Contract Year <u> </u>
	Eddy Current Tube – Evaporator to be performed in Contract Year <u> </u>
	Eddy Current Tube – Absorber to be performed in Contract Year <u> </u>
	Oil Removal and Disposal by Trane in accordance with EPA Guidelines

Services Included	Predictive Testing and Analysis for Covered Equipment
	Infrared Thermography
	Combustion Testing
	Ultrasonic Testing other than tubes, bearings, etc. Qty ____
	Vibration Testing Qty ____ during operating season
	Air Quality Monitoring
	Air Balance
	Water Balance
	Water Treatment ____ Cooling Loop ____ Heating Loop ____ Other (Define) ____
	Other

Services Included	Additional Services
X	Air Cooled Condenser Coil Cleaning once per year
	Clean Cooling Tower(s) once per year
	Condenser Tube Cleaning once per year
	Condenser Head (one end) removed by Trane and Visual Tube Inspection
	Condenser Head removed by Customer (removal, replacement, and gaskets by
	Evaporator Tube Cleaning once performed in Contract Year ____
	Evaporator Head (one end) removed by Trane: Performed in Contract Year ____ Visual Tube Inspection (Insulation repair by Customer)
	Evaporator Head removed by Customer (removal, replacement, gaskets and insulation repair by Customer)
	Absorber Tube Cleaning once per year
	Absorber Head (one end) removed by Trane and Visual Tube Inspection (Insulation repair by Customer)
	Absorber Head removed by Customer (removal, replacement, gaskets, and insulation repair by Customer)
	Starter Maintenance ≤600 volt ____ volt starter
	Air Filter Changes as required up to Qty ____ changes per year
	Air Filters supplied by Trane (HEPA Filters not included)
	Waste oil removal and proper disposal by Trane
	Drive Belts supplied by Trane
	Other

TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. for Services performed in the United States, except North Carolina and South Carolina, where Company shall mean Trane Comfort Solutions Inc. and Trane Canada ULC for Services performed in Canada.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer's order is an acceptance of the Proposal, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with scope and terms and conditions of the original Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Services by Company will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

2. Service Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal. Except as otherwise provided in the Proposal, the Service Fee is based on performance during regular business hours. Fees for Services performed outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

3. Term, Renewal, and Cancellation. The "Term" of this Agreement shall be as stated in the Proposal. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment section herein, upon Company's delivery to Customer of a service renewal letter at least 45 days in advance of the scheduled expiration date and Customer's failure to notify Company in writing no later than 30 days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than 30 days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Company the balance of the Service Fee applicable to the then current 12 month period of the Term or the Renewal Term.

4. Renewal Pricing Adjustment. The Service Fee for an impending Renewal Term shall be the current Service Fee (defined as the Service Fee for the initial Term or Renewal Term immediately preceding the impending Renewal Term) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fee shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States; or (ii) Statistics Canada Industrial Producer Price Index, Goods (Raw Material Price Indexes) for Services performed in Canada; (c) 65% of the Current Service Fee shall be adjusted based upon the change to cost of labor/labour; and (d) 10% of the Service Fee shall be adjusted based upon changes to Company services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

5. Payment. Payment is due upon receipt of Company's invoice. The Service Fee shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Company, Company may discontinue Services whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

6. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fee accordingly. During the Term or a Renewal Term, Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company reserves the right to remove such devices at its discretion.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; Company shall not be responsible to perform any subsequent repairs to the Covered Equipment necessitated by Customer's failure to follow such manufacturer recommendations; (c) Reimburse Company for services, repairs, and/or replacements performed by Company as set forth in this Agreement, beyond the Services or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials and may at Company's option be subject to a separate written agreement prior to its undertaking such work; and (d) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or this Agreement, the Services do not include, and Company shall not be liable for, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, water damage, improper operation, unauthorized alteration of Covered Equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the Covered Equipment or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping the Covered Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Covered Equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning overhaul and refurbishing of the Covered Equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services. Customer shall be responsible for: (o) The cost of any additional replacement refrigerant; (p) Operation of any equipment; and (q) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Warranty. Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

11. Indemnity. Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services for one location over a 12 month term. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Premises that will in any way affect Company's Services and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Services. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

14. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Services Other Than Solely Scheduled Service. If Company's services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fee shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Except as provided for Service Fee adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

1-26.130-7 (0911)

Supersedes 1-26.130-7 (0511)

ZONE 5 REGIONAL

LAW ENFORCEMENT TRAINING ACADEMY
121 ERIE BOULEVARD
SCHENECTADY, NEW YORK 12305
(518) 388-4579

AGENCY

WARREN COUNTY SHERIFF'S OFFICE
1400 STATE ROUTE 9
LAKE GEORGE, N.Y. 12845

Invoice

Number: 1502

Date: December 19, 2011

Description	Quantity	Price	Amount
POLICE SUPERVISOR COURSE	2.00	450.00	900.00
SGT. ERIC MASSEO AND SGT. PETER DIFIORE			
	Total	\$900.00	

Previously submitted at 3/28/11 Committee meeting.

RESOLUTION REQUEST FORM NO. 5
Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Sheriff's Office

DATE: March 28, 2011

(a) Purpose of Grant: Facilitate the development, consolidation and or improved operation of the public safety communications to support and enhance statewide interoperable communications for first responders.

(b) Name of Grantor: NYS Office of Interoperable and Emergency Communications

(c) Address of Grantor: 1220 Washington Av Building 7A Suite 710, Albany NY 12242

(d) Grantor's Contact Person and Telephone: Toby Dusha

(e) Has or Will the Grant Agreement be provided, if so, Please Attach? No

(f) Effective Date of Grant: June

(g) Termination Date of Grant: two . award

(h) Total Dollar Amount Involved (not to exceed): not to exceed 2 million dollars

(i) Deadline to Submit Grant Application and/or Grant Agreement: May 17, 2011

(j) Is a Budget amendment required?: Not as yet If yes, complete and submit Form No. 7.

(k) Are the funds to go into a Capital Project or Capital Reserve Project?: N/A If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.

(l) Is a Local Share Required?: FNo If Yes, Where are the Funds? List Budget Code (with title), Object Code (with title), and Amount OR Capital Project OR Capital Reserve Project Number and Title and Amount:

Amend Budget only