

Sheriff's Committee Agenda 03/25/13

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

Action Agenda

1. Request reso to send Communications Officer Steven DeLorenzo to advanced EMD Certification In Albany NY.
2. Request reso to send Undersheriff Lamouree, Sgts. DiFiore, Mazzeo, & Smith, Patrol Officers Ordway, Wittenberg, St. John, Combs, Palmer, and Inv. Gildersleeve to NY State Tactical Officer Training in Verona, NY.
3. Request reso to send Sgt. DiFiore & Patrol Officer Swan to Woodland tactics and Operations at the State Preparedness Training Center in Oriskany NY
4. Request reso to send Lt. Stockdale to Child Abuse summit conference in Rochester, NY.
5. Request reso to amend existing contract with Chic's Marina for routine and emergency boat maintenance & service for 2013-2014.
6. Request reso to amend existing contract with TRANE for the Chiller maintenance.
7. Request reso for New Contract with Justice Benefits to provide revenue enhancement services for the State Criminal Alien Assistance Program
8. Request to amend County budget \$542.00 to reflect revenues received from criminal defendant for car repairs.
9. Request reso to delete communications officer position & create Sr. Communications Officer Position. \$33,000 savings.
10. Request reso to delete Auto Mechanic helper position and create Building Maintenance Mechanic/Auto Mechanic position. \$8,000.00 savings.
11. Request to fill vacant patrol officer position #10165. Savings of \$23,905.00
12. Request to fill vacant patrol officer position #10709. Savings of \$8,956.00

Topics for Discussion

Old Business / Pending Items

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 Steven Delorenzo
(committee) (name)

To attend Advanced EMD Certification
(name of meeting or organization)

At REMO 431 New Karner Road, Albany NY
(address)

On 05/20/2013 - 05/22/2013. Mode of Transportation to be used Sheriff 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 \$ _____ GSA Rate \$ _____
 Meal costs – GSA per diem rate \$ _____
(see www.gsa.gov)

Date: 3/15/13 Signature [Signature]
(department head)

Date: 3/25/2013 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.
5. Copy to commissioner of Administrative and Fiscal Services if credit card will be used.

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 Warren County Sheriff's Office ERT
members: Lamouree, Smith, Gildersleeve, Mazzeo, DiFiore, Ordway, Wittenberg,
StJohn, Combs, Palmer
(committee) (name)

To attend 2013 New York State Tactical Officer Training Conference
(name of meeting or organization)

At Verona NY
(address)

On 04/23/2013 - 04/25/2013. Mode of Transportation to be used Sheriff's Office
vehicle's
(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 \$ _____ GSA Rate \$149.00
 Meal costs – GSA per diem rate \$27.00 per day
(see www.gsa.gov)

Date: 3/18/13 Signature [Signature]
(department head)

Date: 3/25/2013 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

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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.

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 Sergeant DiFiore and Officer Swan of the Warren County Sheriff's
(committee) (name)

To attend Woodland tactics and Operations
(name of meeting or organization)

At State Preparedness Training Center Oriskany NY
(address)

On April 9-11. Mode of Transportation to be used 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 \$ _____ GSA Rate \$ 0
 Meal costs – GSA per diem rate \$ _____
(see www.gsa.gov)

Date: 3/18/13 Signature [Signature]
(department head)

Date: 3/25/2013 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

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4. Copy to Purchasing with Purchase Order, if required.
5. Copy to commissioner of Administrative and Fiscal Services if credit card will be used.

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 Lt. Steven T. Stockdale
(committee) (name)

To attend Child Abuse Summit / Conference
(name of meeting or organization)

At Rochester, New York
(address)

On April 22 - 24, 2013. Mode of Transportation to be used county 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 \$ _____ GSA Rate \$ _____
 Meal costs – GSA per diem rate \$ _____
(see www.gsa.gov)

Date: 3/18/13 Signature [Signature]
(department head)
Date: 3/25/2013 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

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1. Original with voucher to Auditor
2. Copy to Frank Morehouse if fleet vehicle is requested
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4. Copy to Purchasing with Purchase Order, if required.
5. Copy to commissioner of Administrative and Fiscal Services if credit card will be used.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff

DATE: March 22, 2013

- (a) Purpose of Contract Change: Accept Bid for 2013-2014 summer seasons

- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 894 of 2008

- (c) Name of Contractor: CHIC'S MARINA

- (d) Address of Contractor: 4782 LAKESHORE DR. BOLTON LANDING NY

- (e) Contractor's Contact Person and Telephone Number: KRISTEN DEPACE 518-644-2199

- (f) Commencement Date of Extension: JANUARY 1, 2013

- (g) Termination Date of Extension: 12/31/14

- (h) Payment Provisions:
 - i) lump sum amount -COMPLETION OF SERVICE
 - 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. Yearly

- (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 470

**WARREN COUNTY SHERIFF'S OFFICE
1400 STATE ROUTE 9
LAKE GEORGE, NY 12845**

**PROPOSAL FOR ROUTINE AND EMERGENCY BOAT
MAINTENANCE AND SERVICE FOR THE WARREN COUNTY
SHERIFF'S OFFICE
2013-2014**

ITEMS:

Presently, the equipment to be maintained consists of the following:

1. Two (2) Boston Whaler patrol boats, 17' in length with a single 90HP Evinrude engines.
2. Three (3) Boston Whaler patrol boats, 24' in length. Two (2) with twin 200HP Evinrude counter-rotation engines. One (1) with twin 200HP Mercury counter-rotation engines.
3. One (1) Sweetwater Pontoon Boat, 24' in length with a single 90HP Evinrude engine.

SPECIAL REQUIREMENTS:

All engines and associated equipment must be serviced and repaired by an authorized NYS repair/service shop.

Repairs to Sheriff boats will be a priority and will be repaired as timely as possible.

Emergency repairs shall be responded to anywhere in Warren County in a timely manner. This includes emergency call outs after regular business hours.

Repair and service location must be situated on Lake George, and site must provide a dock space to accommodate a 24' patrol boat to be docked at that location.

QUALITY:

All parts shall be of the best quality and the right is reserved by the Sheriff's Office to reject parts if deemed to be unacceptable.

PRICE:

All prospective proposals must submit prices as requested on the attached proposal page.

TERM:

For the term commencing upon **Date of Award through December 31, 2014**

PROPOSAL

PROPOSAL OF:
COMPANY NAME

TO: Julie A. Pacyna, Purchasing Agent
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845

The undersigned having carefully examined the specifications and having
To his satisfaction ascertained all the facts concerning these specifications,
herewith submit the following bid proposal:

- A. ONE TUNE-UP FOR TWIN 200HP EVINRUDE ENGINES: \$650.00 each (x2)
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor.)

- B. ONE TUNE-UP FOR TWIN 200HP MERCURY ENGINES: \$650.00
NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor.)

- C. ONE TUNE-UP FOR SINGLE 90HP EVINRUDE/JOHNSON ENGINES: \$300.00 each (x's 3)
NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor.)

- D. ONE SPRING START-UP: \$1,560.00
(Including, but no limited to, washing the hull, draining, pressure testing, refilling gear cases, lubricating all fittings, checking all fluid levels, changing all VRO filters, changing fuel filters, launching, and test-running all equipment for all six (6) items as listed in specifications.)

- E. ONE WINTER SHUT-DOWN: \$2,250.00
(Including, but not limited to, draining all gear cases, winterizing engines, shrink-wrapping boats, and storing from winter to spring at a safe and secure location for all six (6) items as listed in specifications.)

- F. Written Hourly Labor Rate for all emergency repairs: \$100.00/hr

Total amount:

\$6,660.00
(not including "F")

The vendor hereby certifies that there are no Federal or State taxes included in the above prices and that he is the only intermediary between manufacturer and purchaser.

INSURANCE REQUIREMENTS

A. Notwithstanding the terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of Warren County, its boards, officers and employees as unrestricted additional insureds on the Contractor's insurance policy, with the exception of Workers' Compensation.

B. All policies of insurance naming Warren County, its boards, officers and employees as additional insureds shall:

- i. Be an insurance policy from an A.M. Best Rated Secured New York State licensed insurer;
- ii. Contain a thirty (30) day notice of cancellation; and
- iii. State that the organizations coverage shall be primary coverage for the municipality, its boards, officers and employees.
- iv. The Contractor agrees to indemnify the municipality for any applicable deductibles.
- v. Required limits of insurance:

i. Commercial General Liability - \$1,000,000 per occurrence / \$2,000,000 aggregate;

ii. Automobile Liability - \$1,000,000 combined single limit for hired/owned, hired and borrowed and non-owned motor vehicles;

iii. Workers' Compensation - Statutory Workers' Compensation and Employers Liability insurance for all employees; said coverage to be one of the following forms:

(a) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (*Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website (www.wcb.state.ny.us) under the heading of "Forms". Those businesses filing electronically can print a finished CE-200 immediately upon completion. Those businesses without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers' Compensation Board, and may wait up to four (4) weeks before receiving the form. Once the applicant receives the CE-200, the applicant will submit same to the County*); **OR**

(b) C-105.2 - Certificate of Workers' Compensation Insurance (*the business' insurance carrier will send this form to the County upon request*); **OR**

(c) U-26.3 - Certificate of Workers' Compensation Insurance (*this form is used in lieu of C-105.2, when the insurance is obtained through the New York State Insurance Fund*); **OR**

(d) SI-12 - Certificate of Workers' Compensation Self-Insurance (*the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain*

this form); **OR**

(e) GSI-105.2 - Certificate of Participation in Workers' Compensation Group Self-Insurance (*the business' Group Self-Insurance Administrator will send this form to the County upon request*).

NOTE: ACORD forms are not acceptable proof of workers' compensation coverage.

(a) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (*Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website (www.wcb.state.ny.us) under the heading of "Forms". Applicant filing electronically can print a finished CE-200 immediately upon completion. Applicants without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the County*); **OR**

(b) DB-120.1 - Certificate of Disability Benefits Insurance (*the business' insurance carrier will send to the County upon request*); **OR**

(c) DB-155 - Certificate of Disability Benefits Self-Insurance (*the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain*).

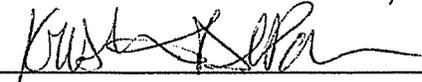
Owners/Contractors Protective Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate with Warren County as the named insured;
v. All Risk Installation Floater - Contractor shall provide "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. Insurance shall cover expenses or losses arising out of the aforesaid physical loss and/or damage including fees and charges of engineers, architects, attorneys and other professionals. The insurance shall cover materials and work stored on and off the site or in transit; and
vi. Contractor shall provide an Umbrella Liability Policy in the amount of \$2,000,000.

E. Contractor acknowledges that failure to obtain such insurance on behalf of Warren County, its boards, officers and employees constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The Contractor is to provide Warren County with a Certificate of Insurance, evidencing that the above requirements have been met, upon request and not later than prior to the commencement of work or use of the facilities. The failure of Warren County to object to the contents of the Certificate or the absence of the same shall not be deemed a waiver of any and all rights held by Warren County. In addition to the foregoing, Warren County may, at any time, request a copy of the policies of insurance providing the coverage required herein, and the contractor shall, within ten (10) days furnish copies of said policies."

DATE: 3/12/13 FEDERAL ID#

NAME OF FIRM: Chic's Marina

BUSINESS ADDRESS: 4782 Lakeshore Drive, Bolton Landing, NY, 12814

SIGNATURE OF BIDDER:  TITLE: Manager

NAME OF BIDDER (PRINTED): Kristen DePace

PHONE #: () 518-644-2170 . FAX #: () 518-644-2199

COMMENTS:

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff

DATE: March 22, 2013

- (a) Purpose of Contract Change: Amend the cost of the contract from \$5,631.00 to \$5,856.00

- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 79 of 2012

- (c) Name of Contractor: TRANE COMPANY

- (d) Address of Contractor: 301 OLD NISKAYUNA RD. LATHAM, NY 12110

- (e) Contractor's Contact Person and Telephone Number: KATIE MORRISSEY
518-785-1315

- (f) Commencement Date of Extension: JANUARY 1, 2013

- (g) Termination Date of Extension: 12/31/13

- (h) Payment Provisions:
 - i) lump sum amount X
 - 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. Yearly

- (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 ~~470~~ \$5,856.00
470 ~~470~~

Trane
301 Old Niskayuna Road
Latham, NY 12110

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



22 October, 2012

CRM# 1456011

Brian Laflure
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, 2013. The new contract period will run from January 1, 2013 through December 31, 2013.

This year's contract amount is \$5,856.00 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

Katie Morrissey
Direct Sales Administrator
kamorrissey@trane.com

CUSTOMER ACCEPTANCE:

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



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 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"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** 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 accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. 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 Company's 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 the Proposal and the applicable Company terms and conditions in effect at the time of delivery or acceptance of the Work. 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 Services by Company will in any event constitute an acceptance by Customer of these terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. 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; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250;

Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights 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 (January 31, 2012)

Supersedes 1-26.130-7 (October 14, 2011)

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff

DATE: March 22, 2013

- (a) Purpose of Contract Change: Extend thru December 2013

- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 186 of 2010

- (c) Name of Contractor: WELLS COMMUNICATION SERVICE

- (d) Address of Contractor: 221 NORTH GREENBUSH RD. TROY NY

- (e) Contractor's Contact Person and Telephone Number: JIM ADAMS 283-2735

- (f) Commencement Date of Extension: JANUARY 1, 2013

- (g) Termination Date of Extension: 12/31/13

- (h) Payment Provisions:
 - i) lump sum amount \$900.00
 - 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. MONTHLY

- (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 470

Maintenance Agreement

AGREEMENT BETWEEN

Warren County Sheriff

AND

Wells Communication Service, Inc.

Regarding:

The Maintenance and Repair of
Communication Console Equipment

Wells Communication Service, Inc.
221 North Greenbush Road
Troy, NY 12180

Telephone (518) 283-2735
Fax (518) 283-0901

Maintenance Service Agreement

The maintenance agreement herein described, relates to a contractual maintenance agreement between Wells Communication Service, Inc., 221 North Greenbush Road, Troy, NY 12180 and Warren County Sheriff

Warren County Sheriff is hereafter, for the intent of contractual clarity, referred to as USER of the Communications Console System.

Wells Communication Service Inc., 221 North Greenbush Road, Troy, NY is hereafter, for the intent of contractual clarity, referred to as VENDOR.

I. Conditions of Equipment at Commencement of Agreement:

- a. Inventory List: The equipment to be covered within this contract shall be listed in a Maintenance Contract Inventory list. This list shall be prepared by the USER and its' contents agreed to by both the USER and the VENDOR prior to finalizing the contract agreement.

II. Special Emergency Visits

- a. The VENDOR shall provide technical advice via telephone, to assist in the clearance of minor system faults which do not require a technician to respond, in person, to the USER location.
- b. The VENDOR shall provide service to the USER for the maintenance of equipment listed in the Maintenance Contract Inventory List as part of this contract.
- c. In the event the system problem is caused by:
 1. Operator error
 2. Physical damage, or AC power surges
 3. Acts of God (referring to such conditions as flooding, lightning hits, etc.), the USER shall reimburse the VENDOR at the time and material rate appropriate for the time of the service call and or repair. (\$95.00 per hour plus parts, for 8:00 AM to 4:30 PM coverage, \$142.50 per hour plus parts for after hour or holiday coverage.)

- d. In the event a service call is resolved by means of remote diagnostics, technical staff involved with the service issue shall notify the USER as soon as the problem is resolved and report on the nature of the repair as well as its' specific resolve. Further, the name of the technician providing the repair along with the exact time of service restoration shall be provided.

III. Repairs and Replacements

- a. As deemed necessary, VENDOR will repair or replace defective components from equipment listed on the Maintenance Contract Inventory List.
 - 1. Repair costs for said components shall be included in the contract at no additional charge, unless one of the following conditions apply:
 - a. Component has failed due to USER negligence
 - b. Component has failed due to improper use or AC power surges
 - c. Component has failed due to an Act of God, (referring to conditions such as flooding, lightning hits, etc.)
- b. Computers and Ancillary Equipment:
The following listed equipment is not covered in this maintenance contract:
 - 1. Computers
 - 2. Terminals
 - 3. Monitors
 - 4. Printers
 - 5. Hard Drives
 - 6. DAT Tapes
 - 7. Power Supplies
 - 8. Chargers
 - 9. UPS
 - 10. Batteries
 - 11. Antenna System

Wells Communications will respond to the initial service call as part of the agreed upon maintenance contract. Any computer or ancillary equipment related repairs which are required following the initial visit will be billable at the standard time and material rate, or overtime rate as service call times mandate.

IV. Service Calls Relating to Telephone Lines

- a. When a service call is made and the resulting trouble is determined to be due to phone line difficulty, the initial service call performed by the VENDOR shall be provided at no additional charge.
 - b. Upon determination of phone line difficulty the technician shall be responsible for notifying the telephone company of such difficulties.
 - c. The technician shall report to the Rensselaer County Sheriff when trouble calls have been directed to the telephone company and what actions are being taken to resolve the problem.
1. Subsequent visits relating to the same telephone line difficulty, even if the problem is of an intermittent nature, shall require reimbursement to the VENDOR by the USER, at the labor charges associated with the time of the call.

V. Service Reports

Upon completion of repairs, VENDOR shall provide the USER with a report. The USER shall retain and maintain all reports.

VI. LIABILITY

Except as herein expressly stated, Wells Communication Service, Inc. shall not be liable for consequential loss, damage or injury arising from any stoppage, breakdown or failure of the equipment, where the cause by the negligence of or breach of the Agreement by Wells Communication Service, Inc. or their failure to exercise reasonable skill and care in carrying out any work pertinent to this Agreement, but Wells Communication Service, Inc. shall use its' best efforts to remedy any stoppage as promptly as is able and likewise shall use its' best efforts to keep the Equipment in good working order.

VII. USER Undertakings

1. The following undertakings shall be consistently carried out by the USER:
 - a. USER shall keep and operate the Equipment listed on the Maintenance Contract Inventory in a proper and prudent manner.
 - b. Said equipment shall have physical accessibility for VENDOR, 24 hours a day. (I.E.: room where Equipment resides shall not be used as a storage room for other materials.)

| |
|--|
| Wells Communication Service, Inc. <i>In Service for:</i> Warren County Sheriff |
|--|

Page 4 of 7

- c. USER shall promptly notify VENDOR of the relocation of any Equipment listed on the inventory or any equipment not on the inventory but having an operational relationship with maintenance contract inventoried equipment.
- d. USER shall make all payments due thereunder to VENDOR at the address listed above.
 - 1. Payment shall be made to VENDOR within thirty (30) days from date of invoice. (Pertains to time and material charges which occur beyond the scope of this contract)
- e. USER shall promptly notify VENDOR of any uncertain operation of the system, since this information can sometimes assist in anticipating possible future system failures.
- f. USER shall provide an adequate and suitable electric supply in accordance with advice given by the VENDOR.

IIX. Contract Duration

- 1. This contract is valid for the period beginning January 1, 2013 through and terminating at Midnight December 31, 2013, or extended beyond this date, at customer request.
- 2. Early termination of said contract by USER or VENDOR is possible with no less than a three (3) months warning in writing, each to the other.

IX. Charges

- 1. The monthly charge stated herein shall become payable to VENDOR at the address listed above prior to the first month of the contract year.
- 2. In the event of early contract termination, any payments made in advance by the USER shall be reimbursed at a pro-rated amount.

X. Variation of Charges

- 1. If the Inventory List is added to or if the Equipment included in the list is modified in any way, VENDOR reserves the right to amend the contract dollar amount, pro-rated from the time of modification.
- 2. Should it become necessary, VENDOR may review any charges payable under this contract. Conditions requiring additional reimbursement to the VENDOR, whether they relate to the contract amount or time and material work closely related to the contract may be presented to the USER. The USER and/or VENDOR may then option for:
 - a. Renegotiation of the contract with written notification for alteration, no less than three (3) months in advance, or
 - b. Termination of the contract by USER or VENDOR, with no less than three (3) months written notification, each to the other.)

XI. Alterations

1. The USER shall not, under any circumstances, alter or add to the Equipment listed in the Maintenance Contract Inventory, without the written consent of the VENDOR. (Said consent shall not be unreasonably withheld.)
2. At USER request, VENDOR shall (where practical) move, alter or add to the Equipment. VENDOR reserves the right to obtain monetary reimbursement at the standard time and material service rate from USER for said services, as agreed upon between both parties prior to commencement of said activity.

XII. Defaults

If the USER shall fail to make payment, as defined herein, or if either party shall be in continual or material breach of its' obligation thereunder, the other party may forthwith, by written notice, terminate the Agreement without prejudice to pre-existing rights.

XIII. Force Majeure

Neither party hereto shall be under liability for failure or delay in performing their respective obligations hereunder which are attributable to causes beyond the relevant party's reasonable control.

XIV. NON-APPROPRIATION CLAUSE:

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond monies available to or appropriated by the County for the purpose of the Agreement and that said Agreement shall automatically terminate upon the termination of County, State or Federal funding available for such contract purpose.

XV. Confidentiality

Wells Communication Service, Inc., (VENDOR) shall not disclose any information about the USER, its' business, or its' customers to any third party without the prior written consent of the USER. For the purpose of the Clause, USER shall include any partner of or anybody associated with the USER. The foregoing obligation of confidentiality shall survive any termination of the Agreement.

XVI. Annual Charge and Payment Terms

The total annual charge for the facility and services described in this agreement and listed in the Maintenance Contract Inventory is **Ten Thousand Eight Hundred (\$10,800.00) Dollars**, which shall be paid in equal monthly installments of **Nine Hundred Dollars and XX/100 (\$900.00)** commencing on the start date of this contract and on each and every month thereafter until paid in full.

XVII. Term of Agreement

This agreement shall commence on January 1, 2013 and shall terminate on December 31, 2013.

XIIX. As WITNESS the hands of the parties hereto:

Jim Adams, V.P. Name: Jim Adams, VP Business Development
for and on behalf of: Wells Communication Service, Inc.

Date 3/20/13

Name: _____
for and on behalf of: Warren County Sheriff, NY.

Date: _____

Wells Communication Service, Inc.
In Service for:
Warren County Sheriff

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff- Correction Division

DATE: 03-21-2013

A. Is this a Result of a Bid or Request for Proposal? **Yes- Bid# 7-13**

B. Purpose of Contract: **Provide revenue enhancement services in regards to the State Criminal Alien Assistance Program**

C. Name of Contractor: **Justice Benefits, Inc.**

D. Address of Contractor: **2010 Valley View Lane, Suite 300
Dallas, TX 75234**

E. Contractor's Contact Person and Telephone Number: **Kimberly King, Sr. Vice President
(800) 835-2164 Ext. 3772**

F. Has or will the Contract be provided, if so, please attach: **Prepared by the County Attorney's Office**

G. Commencement Date of Contract: **April 24, 2013**

H. Termination Date of Contract: **April 23, 2016**

I. Payment Provisions:

i) Lump sum amount **20% of Awarded 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. **Annually Upon SCAAP Award**

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.3150 470 – Sheriff - Correction Division – Contracts

*as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: Sheriff

DATE: March 22, 2013

- (a) **Purpose of Amendment:** Amend the County Budget to increase revenue to reflect monies received from criminal defendant to reimburse vehicle damage.
- (b) **Appropriation Code, Object Code, Full Title and Amount:**
- | | | |
|------------|------------------------|----------|
| A.3110 441 | Auto Supplies & Repair | \$542.00 |
|------------|------------------------|----------|
- (c) **Revenue Code (with title), and Amount:**
- | | | |
|-------------|------------------------------|----------|
| A.3110 1511 | Sheriff's Misc. Dept. Income | \$542.00 |
|-------------|------------------------------|----------|

*Please note all amount must be in whole dollars – no cents.

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Sheriff's Office

DATE: March 22, 2103

- (a) Title of Requested Position: Senior Communications Officer
- (b) Annual **Base** Salary (and Grade if Applicable): \$50,715.21
- (c) Effective Date for New Position:* April 22, 2013
*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department=s Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable):
COMMUNICATIONS OFFICER \$35,064.75
- (e) Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount: a.3020 110 COMMUNICATIONS OFFICER
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title? (This is necessary **BEFORE** bringing the request to committees.) YES
- (g) Is this a mandated position? If so, please explain: NO
- (h) Is there expected revenue from this position? If so, please explain: We will be deleting a \$35,064.75 position and paying a present communications officer \$2,329.89 more to be a Senior Communications Officer. This results in a savings of \$32,734.86 by not filling the position.

RESOLUTION REQUEST FORM NO. 14

Request to Reclassify Position

DEPARTMENT NAME: Sheriff

DATE: March 22, 2013

- (a) Title of Reclassified Position: BUILDING MAINTENANCE
MECHANIC/AUTOMOTIVE MECHANIC

- (b) Annual Salary of Reclassified Position (and Grade if Applicable):*
*(This should be the Base Salary for the position if it is being filled by a **new** employee, **or** the salary, **including longevities**, for any **existing** employee who is filling the position. \$47,636.87

- (c) Title and Employee Number of Position to be Deleted: AUTO MECHANIC
HELPER. VACATED

- (d) Annual Salary of Position to be Deleted (and Grade if Applicable):*
*(This should be the Base Salary for the position if it is being filled by a **new** employee, **or** the salary, **including longevities**, for any **existing** employee who is filling the position. \$13,000.00 (SAVINGS OF \$8,000.00)

- (e) Effective Date:* APRIL 22, 2013
*Please do not backdate unless the purpose is to correct an error.

- (f) Where are the Funds in the Budget for this Position? List Budget Code, Object Code,
Full Title and Amount: A.3110 110 AUTO MECHANIC HELPER

- (g) Has Personnel Officer Reviewed and Approved of the New Position Title?:*
*This is necessary **BEFORE** bringing the request to committees. Yes

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

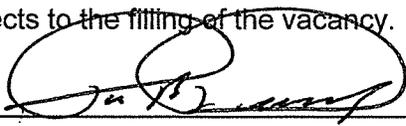
NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

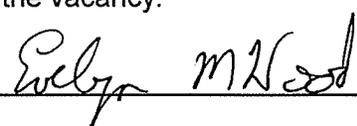
DEPARTMENT HEAD COMPLETES THIS SECTION

Department Sheriff _____ Payroll Dept. No. _____
Title of Position Patrol Officer Annual Salary \$58,901.02 Grade _____
Budget code and title A.3110 110 Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No. 10165
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal % State % Other %
Impact to Budget: \$23,905.00 Savings
Personnel Officer has approved this form when initialed. _____

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Public Safety - Sheriff Date March 25, 2013
 The Administrator has no objection to the filling of the vacancy.
 The Administrator objects to the filling of the vacancy.
Administrator Signature 

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Public Safety - Sheriff Date March 25, 2013
 The committee has no objection to the filling of the vacancy.
 The committee objects to the filling of the vacancy.
Ranking Committee Member Signature 

PERSONNEL/HUMAN RESOURCES COMMITTEE COMPLETES THIS SECTION

Date _____
 The Personnel/Human Resources Committee has no objection to the filling of the vacancy.
 The Personnel/Human Resources Committee objects to the filling of the vacancy.
Ranking Committee Member Signature _____

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department Sheriff Payroll Dept. No.
Title of Position Patrol Officer Annual Salary \$54,808.00 Grade
Budget code and title A.3110 110 Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No. 10709
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal % State % Other %
Impact to Budget: \$8,956.00 Savings
Personnel Officer has approved this form when initialed. _____

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Public Safety - Sheriff Date March 25, 2013
 The Administrator has no objection to the filling of the vacancy.
 The Administrator objects to the filling of the vacancy.

Administrator Signature _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Public Safety - Sheriff Date March 25, 2013
 The committee has no objection to the filling of the vacancy.
 The committee objects to the filling of the vacancy.

Ranking Committee Member Signature _____

PERSONNEL/HUMAN RESOURCES COMMITTEE COMPLETES THIS SECTION

Date _____
 The Personnel/Human Resources Committee has no objection to the filling of the vacancy.
 The Personnel/Human Resources Committee objects to the filling of the vacancy.

Ranking Committee Member Signature _____