

**Public Safety Committee  
Sheriff's Committee Agenda  
June 29, 2015**

**Committee Members: Wood, Girard, Taylor, Frasier, Brock, Seeber, Simpson**

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda
  - A. Request permission to send Sgts. Wayne Farmer & Matthew Hubbard to Glock Armeror's school in Troy, NY so they will be certified to repair and service corrections firearms. Cost is \$250.00
  - B. Request permission to send Capt. Gates & Lt. Maday to the Sheriff's Jail Administrators training in Saratoga NY. Cost is \$300.00 per person.
  - C. Request resolution for new contract with Chics Marina for routine maintenance on patrol boats. Prices reflect no increase since last contract.
  - D. Request resolution for new contract with Toshiba International Corp. to replace uninterruptible power supply batteries at Gore Mtn., Prospect Mtn., and Hague radio towers. Cost is \$17,995.50.
  - E. Request for intermunicipal agreement with NYS Division of Homeland Security providing for the installation of hardware, software and user Mutualink Edge Subscription Service in the 911 Center. No cost to County.
- IV. Referral / Pending Items
- V. Topics for Discussion

*Inmate letters*
- VI. Motion to adjourn

Attachments:

- #1. Authorization to attend meeting / Farmer & Hubbard
- #2. Authorization to attend meeting / Gates, Maday, & Clifford
- #3. Resolution form # 3 / Chics Marina
- #4. Resolution form #3 / Toshiba International Corp.
- #5. Resolution form #3 / Homeland Security

SCHEDULE "A"  
**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 Wayne Farmer / Matthew Hubbard  
(Employee Name)

\_\_\_\_\_  
(Supervisory Committee)

to attend Glock Armeror's Course

(Name of meeting or organization)

at Rensselaer County Sheriff's Office Troy New York

(Address)

on 07/30/2015. 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 \$ \_\_\_\_\_

\*[www.gsa.gov](http://www.gsa.gov)

Date: 6/28/15

[Signature]  
Department Head Signature

Date: 6/29/15

[Signature]  
Committee Chairman Signature

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

\*\*\*\*\*

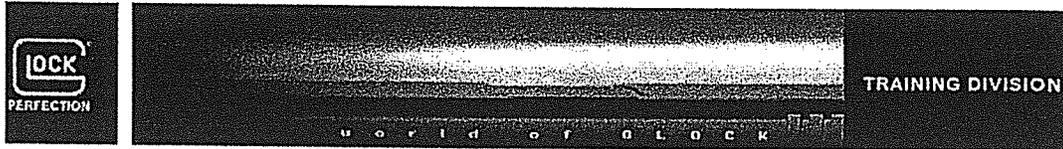
Please check to request a fleet vehicle.

**REQUEST FOR USE OF FLEET VEHICLE**

\*\*\*\*\*

Filing Instructions:

1. Original with voucher to Auditor.
2. Copy to Frank Morehouse if fleet vehicle is needed.
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.



GLOCK reserves the right to remove students from classes and/or permanent ban from future training due to violation(s) of firearms safety rules with no refund of class fees.

[Name](#) | [Address](#) | [Terms](#) |

## REGISTRATION: NAME

### CLASS INFO

Class 103626: 7/30/2015 / Armorer's Course  
 Price: 250.00 USD  
 Location: Rensselaer County Sheriff's Office - LE ONLY Sgt. William Roy, 4000 Main St - Troy, NY  
 Instructor: Schmitt

Please note: If you have selected an Instructor's Workshop, you must be a certified state or NRA firearm instructor and a certified GLOCK armorer. Supporting documentation is required prior to attending an Instructor's Workshop.

### STUDENT

\* Please choose a category:

- GLOCK Dealer    
  Range Program    
  LE Distributor    
  Security Officer  
 Active Law Enforcement    
  Retired Law Enforcement    
  Military

Comment (e.g. name of Dealer/Distributor):

Title/Rank:  \* First Name:  Middle Name:  \* Last Name:

\* U.S. citizen or U.S. permanent resident?  yes  no  
 If not, prior approval from U.S. Dept. of State is required.

\*  I must read the [DSP-83 Form](#)  
 DSP-83 approval could take up to 8 weeks, and is required if you are not a US citizen.  
 Please do not attempt to register for classes dated before approval can be obtained.

\*  I must read the [Instructions for NON US Citizens](#)  
 \*  I must read the [Application Fees](#)

[Continue registration](#) | [Abort registration](#)

[▶ HOME](#) | [▶ TRAINING SCHEDULE](#) | [▶ COURSE DESCRIPTION](#) | [▶ HOST COURSE](#) | [▶ INSTRUCTOR ACCESS](#) | [▶ GSSF](#) | [▶ CONTACT](#)

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SCHEDULE "A"  
**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 Michael Gates / Albert Maday/ Daniel Clifford

to attend NYSSA Jail Administrator's Training  
(Name of meeting or organization)

at Gideon Putnam Hotel Saratoga Springs, NY  
(Address)

on 9/28 thru 10/1/15. 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**

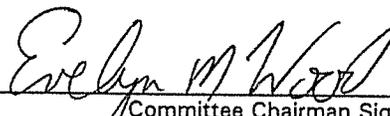
- Room rate \$ \_\_\_\_\_ GSA \* Rate \$ \_\_\_\_\_  
 Meal costs - GSA \*per diem rate \$ \_\_\_\_\_

\* [www.gsa.gov](http://www.gsa.gov)

Date: 6/25/15

  
\_\_\_\_\_  
Department Head Signature

Date: 6/29/15

  
\_\_\_\_\_  
Committee Chairman Signature

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 FLEET VEHICLE**

\*\*\*\*\*

Filing Instructions:

1. Original with voucher to Auditor.
2. Copy to Frank Morehouse if fleet vehicle is needed.
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.

300<sup>00</sup> PER  
PERSON  
900<sup>00</sup> TOTAL

# 2015 Jail Administrators' Training Program

September 28 to October 1, 2015  
New York State Sheriffs' Association

\* Required

Name \*

County \*

Title \*

Email address \*

Please choose one:

- I will make lodging reservations with the Gideon Putnam on the form provided and enclose my check or voucher for \$150.00 to NYSSA for conference registration, breaks, and one dinner
- I will make lodging reservations with the Gideon Putnam on the form provided and authorize payment of the \$150.00 for conference registration, breaks, and one dinner by credit card (provide full name on card, card number, expiration date and security code)
- I do not need lodging, and enclose my check in the sum of \$300.00 to NYSSA for conference registration, lunches, continental breakfasts, breaks, and one dinner

I do not need lodging, and authorize payment of \$300.00 for conference registration, lunches, continental breakfasts, breaks, and one dinner by credit card (provide full name on card, card number, expiration date and security code)

Submit

*Never submit passwords through Google Forms.*

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# **RESOLUTION REQUEST FORM NO. 3**

## **Request for New Contract**

**DEPARTMENT NAME:** Sheriff's Office

**DATE:**

- (a) Is this a Result of a Bid or Request for Proposal? **Yes**
- (b) Purpose of Contract: **Provide Emergency and Routine Maintenance Sheriff's Office Patrol Boats**
- (c) Name of Contractor: **Chics Marina**
- (d) Address of Contractor: **4782 Lakeshore Drive, Bolton Landing, NY 12814**
- (e) Contractor's Contact Person and Telephone Number:  
**Kristen DePace, 518-644-2170**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **Date of the Award**
- (h) Termination Date of Contract: **December 31, 2015 and agreement may be extended for an additional (2) years with a no escalation clause.**
- (i) Payment Provisions:
  - i) lump sum amount **SEE ATTACHMENT**
  - 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.
- (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.3110 441 Sheriff's Auto Supplies and Repair**

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

\*as listed in budget and LOGOS

Warren County Sheriff's Office  
**Memorandum**

**TO . . . . .**: Nathan York, Sheriff

**FROM . . . .**: C. Shawn Lamouree, Undersheriff



**SUBJECT** : Marine Service Proposals

**DATE. . . .**: June 15, 2015

On June 15<sup>th</sup>, 2015 a request for Proposals for Routine and Emergency Maintenance to the Sheriff's Office Patrol Boats was hand delivered to the following Marina's by PO Gordon:

Chic's Marina  
4782 Lake Shore Drive  
Bolton Landing, NY 12814

FR Smith & Sons Marina  
36 Sagamore Road  
Bolton Landing, NY 12814

Fischer's Marina  
1215 Pilot Knob Road  
Kattskill Bay, NY 12844

Halls Boat Company  
9 Front Street  
Lake George, NY 12844

Dunham's Bay Marina  
2036 Bay Road  
Lake George, NY 12845

The Marina's had until June 23<sup>rd</sup> at 3:00 pm to submit their proposal. As of June 24<sup>th</sup>, 2015, Chic's Marina was the only Marina to respond to our request.

**PROPOSAL**

PROPOSAL OF:  
COMPANY NAME: Chic's Marina

TO: C. Shawn Lamouree, Undersheriff  
Warren County Sheriff's Office  
1400 State Route 9  
Lake George, NY 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 OMC and Mercury ENGINES: \$ 650 (1) \*650(x2)  
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor.)
  - B. ONE TUNE-UP FOR SINGLE 90HP OMC ENGINE: \$ 300 (x3)  
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor.)
  - C. ONE SPRING START-UP: \$ 1560.00  
(Including, but not 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 five (5) items as listed in specifications.)
  - D. ONE WINTER SHUT-DOWN: \$ 2250.00  
(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 five (5) items as listed in specifications.)
- TOTAL AMOUNT ITEMS (A-D): \$ 6660.00
- E. HOURLY RATE FOR LABOR: \$ 108.00

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.

DATE: 6/18/15 FEDERAL ID#: 14-1498452

NAME OF FIRM: Chic's Marina

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

SIGNATURE OF BIDDER: *Kristen DePace* TITLE: Manager

NAME OF BIDDER (PRINTED): Kristen DePace

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

COMMENTS:

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

**PROPOSAL FOR ROUTINE AND EMERGENCY MAINTENANCE AND SERVICE FOR  
THE WARREN COUNTY SHERIFF'S OFFICE**

**ITEMS:**

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

- A. Two (2) Boston Whaler patrol boats, 17' in length with a single 90HP OMC engine.
- B. Two (2) Boston Whaler patrol boats, each 24' in length with twin 200HP OMC engines. One engine is counter-rotation to the other.
- C. One (1) Boston Whaler patrol boat, 24' in length with twin 200HP Mercury engines. One engine is counter-rotation to the other.
- D. One (1) Sweetwater Pontoon Boat, 24' in length with a single 90HP OMC 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 is deemed to be unacceptable.

**PRICE:**

All prospective proposals must submit prices as requested on the attached proposal page. Proposals will be received up until **Tuesday, June 23<sup>rd</sup>, 2015 at 3:00 p.m.**, at which time they will be publicly opened and read. All proposals must be submitted on the proper proposal form.

**TERM:**

For the term commencing upon Date of the Award through December 31, 2015 and agreement may extended for an additional two (2) years with a no escalation clause.

**PROPOSAL**

PROPOSAL OF:  
COMPANY NAME: \_\_\_\_\_

TO: C. Shawn Lamouree, Undersheriff  
Warren County Sheriff's Office  
1400 State Route 9  
Lake George, NY 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 OMC and Mercury ENGINES: \$ \_\_\_\_\_  
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor.)
- B. ONE TUNE-UP FOR SINGLE 90HP OMC ENGINE: \$ \_\_\_\_\_  
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor.)
- C. ONE SPRING START-UP:\$ \_\_\_\_\_  
(Including, but not 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 five (5) items as listed in specifications.)
- D. ONE WINTER SHUT-DOWN: \$ \_\_\_\_\_  
(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 five (5) items as listed in specifications.)

TOTAL AMOUNT ITEMS (A-D): \$ \_\_\_\_\_

E. HOURLY RATE FOR LABOR: \$ \_\_\_\_\_

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.

DATE: \_\_\_\_\_ FEDERAL ID#: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME OF BIDDER (PRINTED): \_\_\_\_\_

PHONE #:( ) \_\_\_\_\_ FAX #:( ) \_\_\_\_\_

COMMENTS:

## INSURANCE REQUIREMENTS:

The contractor shall purchase and/or maintain insurance policies approved by the County naming Warren County as an additional insured on a primary, non-contributory basis (except for Workers' Compensation - Disability Coverage) with an A.M. Best rating of A- or better from a "secured" New York State licensed insurer. The Contractor shall furnish such evidence of the policies (certificates and/or copies of the policy) as may be requested by the County. The Contractor shall also be required to indemnify Warren County for any applicable deductibles. The policies shall contain a thirty (30) day notice of cancellation clause, shall provide "primary" coverage for Warren County, its board, officers and/or employees and be of the following types in the limits indicated:

1. Workers' Compensation Insurance - Statutory limits and as follows:
  - (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.web.state.ny.us](http://www.web.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.**

2. Disability and Unemployment Compensation - statutory limits and as follows:

(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.web.state.ny.us](http://www.web.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*).

3. Commercial General Liability insurance coverage with minimum limits of \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate.
4. Umbrella Liability Policy in an amount not less than \$2,000,000.
5. Automobile Liability Insurance coverage with minimum limits of \$1,000,000.00 combined single limit for owned, hired and/or non-owned motor vehicles.

#### **INDEMNIFICATION CLAUSE:**

The successful Bidder shall indemnify and hold harmless the County, its officers, directors, agents and employees from, and against any and all claims, notices of claim, demands or causes of action for injury or death to any person, including Bidder's employees or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising, directly or indirectly, out of or resulting from, the performance of the Bidder's work or any negligent or wrongful acts, errors, omissions, negligence, incompetence, malfeasance and misfeasance by the Bidder, its employees, agents, materialmen, suppliers and/or subcontractors in the performance of its obligations under the agreement. The County and the Bidder shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions. If this indemnity, or any part thereof, is made void or otherwise impaired by any law controlling construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification in whole or in part to the fullest extent permitted by law.

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME: Sheriff's Office**

**DATE:**

- (a) Is this a Result of a Bid or Request for Proposal? **No (Sole Source)**
- (b) Purpose of Contract: **Replace Uninterruptible Power Supply Batteries at: Prospect Mountain, Gore Mountain and Hague Radio Towers**
- (c) Name of Contractor: **Toshiba International Corporation.**
- (d) Address of Contractor: **13131 West Little York Road, Houston, TX 77041**
- (e) Contractor's Contact Person and Telephone Number:  
**Blossom Lomas 713-466-0277**
- (f) Has or will the Contract be provided, if so, please attach: **Yes**
- (g) Commencement Date of Contract: **Upon Execution by both parties**
- (h) Termination Date of Contract: **Upon Completion of project**
- (i) Payment Provisions:
  - i) lump sum amount **(\$17,995.50)**
  - ii) hourly rate amount
  - iii) total amount not to exceed **(\$17,995.50)**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Upon Completion of Project**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: A.3020 470 Sheriff's 911 Center Contracts, Total \$17,995.50**

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

\*as listed in budget and LOGOS

Friday, June 12, 2015

Mark Neale  
Warren County Sheriff's Office  
1400 State Route 9  
Lake George, NY 12845  
USA

Dear Mark,

Thank you for the opportunity to present the following Maintenance options for your Toshiba UPS unit.

Toshiba has a wide variety of Maintenance Plans to meet your UPS service needs. The Plans are designed to maximize system reliability and availability. Annual maintenance can dramatically affect the quality and dependability of power to your critical load. A descriptive brochure is attached.

Toshiba's UPS service organization is committed to providing you with the highest level of quality service. All of our Toshiba service personnel receive the latest factory training and direct practical experience in order to keep your equipment operating within factory specifications. With a Toshiba Maintenance Plan, you are assured full support for your Toshiba UPS.

Please contact me at (855) 803-7087 or via email if you have any questions or would like any additional information.

Sincerely,

Friday, June 12, 2015

Bill To: Mark Neale  
 Warren County Sheriff's Office  
 1400 State Route 9  
 Lake George, NY 12845  
 USA

Ship To:

Phone: 518-743-3586

Quotation #: 0582074799BL  
 Please refer to this number when  
 ordering

E-mail: mark.neale@sheriff.co.warren.ny.us

Quote Ref #: F/B Replacement & MC

## Battery Replacement and Maintenance Agreement Quote

Item	Description	Qty	List Price	Unit Net Price	Subtotal
1.00	<p><b>UPSBATREP1600 -BATTERY REPLACE</b>                      Battery &amp; Fan Replacement Service for 1600EP/XP                      UPS Unit                      Typeform: UE3G2L080C61T &amp; UE31-BC-1825                      Serial# 040903361 &amp; 040801115</p> <p><b>BATTERY &amp; FAN REPLACEMENT:</b>                      16 new battery trays - Part# 51896-FS                      2 new fans - Part# 42851</p> <p><b>**BATTERY REPLACEMENT DISCOUNTED IF                      PURCHASED AND INVOICED WITH A                      MAINTENANCE PLAN. OTHERWISE PRICE IS                      LIST**</b></p> <p>During this scheduled service visit, the UPS unit will                      need to be either shut down or in external maintenance                      bypass. If this cannot be done during normal working                      hours, Monday-Friday 7am-5pm, an additional quote                      can be provided for afterhours service. A quote can                      also be provided to install an External Maintenance                      Bypass if needed.</p> <p>* Service includes: material, travel expenses and labor                      to remove and replace the batteries for the UPS above.                      * Service to be performed during normal business                      hours M-F 8:00AM – 5PM.                      * Client is responsible for relocating the batteries to</p>	1	\$8,335.00	\$7,501.50	\$7,501.50

# TOSHIBA

Leading Innovation >>>

**TOSHIBA INTERNATIONAL CORPORATION**

POWER ELECTRONICS DIVISION  
13131 WEST LITTLE YORK ROAD  
HOUSTON, TX 77041  
PHONE: (855) 803-7087  
FACSIMILE: (713) 896-5212

Item	Description	Qty	List Price	Unit Net Price	Subtotal
	<p>and from the UPS room. Equipment must be made available upon arrival of the UPS technician. Delay in availability or additional repairs will be billed at our normal time and material rates.</p> <p>* Replacement includes new battery trays &amp; fans.</p> <p>* This figure also includes the following: labor, travel time, mileage, normal hour battery &amp; fan installation.</p> <p>* Any additional labor, travel, or parts will be invoiced according to TIC's time and material rate sheet.</p> <p>* This is not to be scheduled as emergency service. It may take up to 2 weeks to schedule battery replacement services.</p>				
2.00	<p><b>UPSBATREP1600 -BATTERY REPLACE</b> Full Service Battery &amp; Fan Replacement Service Typeform: UE3G2L080C61T Serial #040903357 Gore Mountain – 4WD seasonal Limited Vehicle access with escort</p> <p><b>BATTERY &amp; FAN REPLACEMENT:</b> 4 new battery trays - Part #51896-fs 2 new fan - Part #42851</p> <p><b>**BATTERY REPLACEMENT DISCOUNTED IF PURCHASED AND INVOICED WITH A MAINTENANCE PLAN, OTHERWISE PRICE IS LIST**</b></p> <p>During this scheduled service visit, the UPS unit will need to be either shut down or in external maintenance bypass. If this cannot be done during normal working hours, Monday-Friday 7am-5pm, an additional quote can be provided for afterhours service. A quote can also be provided to install an External Maintenance Bypass if needed.</p> <p>* Service includes: material, travel expenses and labor to remove and replace the batteries for the UPS above. * Service to be performed during normal business hours M-F 8:00AM – 5PM. * Client is responsible for relocating the batteries to</p>	1	\$3,780.00	\$3,402.00	\$3,402.00

# TOSHIBA

Leading Innovation >>>

**TOSHIBA INTERNATIONAL CORPORATION**

POWER ELECTRONICS DIVISION  
13131 WEST LITTLE YORK ROAD  
HOUSTON, TX 77041  
PHONE: (855) 803-7087  
FACSIMILE: (713) 896-5212

Item	Description	Qty	List Price	Unit Net Price	Subtotal
	<p>and from the UPS room. Equipment must be made available upon arrival of the UPS technician. Delay in availability or additional repairs will be billed at our normal time and material rates.</p> <p>* Replacement includes new battery trays &amp; fans. * This figure also includes the following: labor, travel time, mileage, normal hour battery &amp; fan installation. * Any additional labor, travel, or parts will be invoiced according to TIC's time and material rate sheet. * This is not to be scheduled as emergency service. It may take up to 2 weeks to schedule battery replacement services.</p>				
3.00	<p><b>UPSBATREP1600 -BATTERY REPLACE</b> Battery &amp; Fan Replacement Service for 1600EP/XP UPS Unit Typeform: UE3G2L080C61T Serial#: 040903358 Site: Hague - Year-round access</p> <p><b>BATTERY &amp; FAN REPLACEMENT:</b> 4 new battery trays - Part# 51896-FS 2 new fans - Part# 42851</p> <p><b>**BATTERY REPLACEMENT DISCOUNTED IF PURCHASED AND INVOICED WITH A MAINTENANCE PLAN. OTHERWISE PRICE IS LIST**</b></p> <p>During this scheduled service visit, the UPS unit will need to be either shut down or in external maintenance bypass. If this cannot be done during normal working hours, Monday-Friday 7am-5pm, an additional quote can be provided for afterhours service. A quote can also be provided to install an External Maintenance Bypass if needed.</p> <p>* Service includes: material, travel expenses and labor to remove and replace the batteries for the UPS above. * Service to be performed during normal business hours M-F 8:00AM – 5PM. * Client is responsible for relocating the batteries to</p>	1	\$3,780.00	\$3,402.00	\$3,402.00

Item	Description	Qty	List Price	Unit Net Price	Subtotal
	<p>and from the UPS room. Equipment must be made available upon arrival of the UPS technician. Delay in availability or additional repairs will be billed at our normal time and material rates.</p> <p>* Replacement includes new battery trays &amp; fans.</p> <p>* This figure also includes the following: labor, travel time, mileage, normal hour battery &amp; fan installation.</p> <p>* Any additional labor, travel, or parts will be invoiced according to TIC's time and material rate sheet.</p> <p>* This is not to be scheduled as emergency service. It may take up to 2 weeks to schedule battery replacement services.</p>				
4.00	<p><b>UPSMA1008-SILVER PLAN</b>                      Annual Silver Maintenance Agreement – SINGLE PHASE UPS UNIT – 8kVA                      Typeform: UE3G2L080C61T &amp; UE31-BC-1825(1)                      Serial#: 040903361(040801115), 040903357 &amp; 040903358</p> <p>During the scheduled PM visit, the UPS unit will need to be either shut down or in external maintenance bypass. If this cannot be done during normal business hours, Monday-Friday 7am-5pm, please request a quote for the Platinum Plan. A quote can also be provided to install an External Maintenance Bypass if needed.</p> <p><b>**COVERAGE PERIOD WILL BEGIN ON THE DAY ORDER ACKNOWLEDGEMENT IS ISSUED BY TOSHIBA, UNLESS CUSTOMER SPECIFIES A LATER DATE**</b></p> <p>* Next Business Day or Less On-Site Response Time during Normal Business Hours (Mon - Fri: 8am to 5pm)                      * Includes and Requires one (1) Major UPS Preventative Maintenance visit to include battery inspection                      * 30% Discount of Toshiba published time and material rates for Corrective Maintenance (Does not include Battery Replacement). Pre-existing conditions</p>	3 each	\$1,230.00	\$1,230.00	\$3,690.00

**TOSHIBA INTERNATIONAL CORPORATION**

POWER ELECTRONICS DIVISION  
 13131 WEST LITTLE YORK ROAD  
 HOUSTON, TX 77041  
 PHONE: (855) 803-7087  
 FACSIMILE: (713) 896-5212

Item	Description	Qty	List Price	Unit Net Price	Subtotal
	not included. * Access to Toshiba Technical Phone Support – 7x24x365 * Web Access – to submit online On-Site service request				

<b>Total ** Sales Tax &amp; Freight are Not Included **</b>				<b>\$17,995.50</b>
<b>Toshiba Terms &amp; Conditions of Service Apply</b>				
<b>Proposed Scheduling Date</b>	Upon Acceptance of PO	<b>Payment Terms</b>	NET 30	
<b>Shipping Method</b>	Best Way	<b>Delivery Terms</b>	FOB Shipping Point Prepaid and Added to Invoice	
This Quotation is valid until 2015-07-12.				

**TOSHIBA INTERNATIONAL CORPORATION**  
POWER ELECTRONICS DIVISION  
13131 WEST LITTLE YORK ROAD  
HOUSTON, TX 77041  
PHONE: (855) 803-7087  
FACSIMILE: (713) 896-5212

**SERVICE AGREEMENT**

Mark Neale Warren County Sheriff's Office 1400 State Route 9 Lake George, NY 12845 USA <hr/> Phone: 518-743-3586
---

AND

Name ("TIC"): <b>Toshiba International Corporation</b> <hr/> Address: <b>13131 West Little York Road</b> <hr/> City, State, Zip: <b>Houston, Texas 77041</b>
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FOR

Product Type: 1600ep UE3G2L080C61T(3) UE31-BC-1825	Serial Number: 040903361(040801115), 040903357 & 040903358
End-User Warren County Sheriff's Office 1400 State Route 9 Lake George, NY 12845	Coverage Period: <hr/> Payment Type: FIXED PRICE

**SCOPE OF WORK:**

AS SET FORTH IN QUOTATION # 0582074799BL	
<b>TOTAL PAYMENT</b>	<b>\$17,995.50</b>
<small>SALES TAX &amp; FREIGHT NOT INCLUDED</small>	

BY EXECUTING THIS SERVICE AGREEMENT IN THE SPACE PROVIDED BELOW, CUSTOMER, INTENDING TO BE LEGALLY BOUND, HEREBY AGREES TO PURCHASE AND PAY TIC FOR THE WORK, SUBJECT TO AND IN ACCORDANCE THE SERVICE TERMS AND CONDITIONS (DATED JANUARY 1, 2013) ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. THIS SERVICE AGREEMENT HAS BEEN EXECUTED BY CUSTOMER AS OF THE DATE SET FORTH BELOW AND SHALL BE EFFECTIVE UPON THE EXECUTION OF THIS SERVICE AGREEMENT BY CUSTOMER.

**CUSTOMER:**

Signature:	
Name:	
Title:	Date:



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Purchase Order Number:
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**SERVICE TERMS AND CONDITIONS  
(DATED JANUARY 1, 2013)**

1. Cover Sheet. A cover sheet entitled "Service Agreement" is attached hereto (the "Cover Sheet") and is incorporated into this Service Agreement (this "Agreement") by reference. Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Cover Sheet.
2. Scope. TIC shall perform the maintenance, inspection or other services, and provide the parts, materials or equipment, identified in the scope of work set forth in the Cover Sheet (the "Work"). TIC shall, except as otherwise expressly provided herein, furnish all labor, supervision, tools, equipment, and services needed to complete the Work. All work performed by TIC and all purchase orders issued by Customer for the Work shall be subject to the terms and conditions contained in this Agreement. It is acknowledged by the parties that all instruments and documents issued or delivered pursuant to this Agreement including, without limitation, all purchase orders, order acceptances, order acknowledgements, invoices, order confirmations and other instruments (each, an "Order Document" and, collectively, the "Order Documents"), shall incorporate the terms and conditions of this Agreement, irrespective of whether any such Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. For the avoidance of doubt, Customer acknowledges that any purchase order issued by Customer shall be for the sole purpose of authorizing payment, and no terms and conditions contained or referenced in any Order Document issued by Customer shall be binding upon TIC or shall amend or modify this Agreement in any way. For the avoidance of doubt, any standard or pre-printed terms and conditions contained or referenced in any Order Document shall be null and void and shall have no force and effect whatsoever, including, without limitation, even if services are provided in response to such Order Document, payment is made pursuant to such Order Document and/or such Order Document is executed and returned by the parties. The parties acknowledge that this provision shall be construed as an objection to any standard or pre-printed terms and conditions contained in an Order Document now or hereafter delivered by a party pursuant to this Agreement for purposes of Section 2-207 of the Uniform Commercial Code.
3. Access. Customer shall provide TIC with access to the site as necessary for the performance of the Work, and shall furnish a safe work environment for TIC's employees, and such safe storage areas at the site as may be necessary for TIC's materials, tools and equipment. Customer shall be responsible for coordination of the Work with any on-going operations and any other work at the site. Customer shall furnish such plans, specifications, data, information, and advisory personnel as may be necessary to familiarize TIC with the equipment and operations of the site as they relate to the Work. Customer shall provide all utilities necessary for performance of the Work.
4. Payment. In consideration of the Work, Customer shall pay TIC the amount set forth in the Cover Sheet, on a fixed price or time or materials basis, as set forth in the Cover Sheet, plus any and all taxes payable in connection with the Work, whether or not set forth on the Cover Sheet ("Payment"). Notwithstanding the Payment set forth in the Cover Sheet, any services or materials provided by TIC and not included within the scope of Work shall be provided by TIC on a time and materials basis, and Customer shall pay TIC for such services and materials, as applicable, in accordance with TIC's then-current service rates and list prices. Customer shall reimburse TIC for travel, living and other expenses, if any, incurred by TIC in connection with services performed by TIC and not included within the scope of Work (the "Reimbursable Expenses"). Unless otherwise set forth in the Cover Sheet, the Payment and Reimbursable Expenses shall be paid in full, in United States dollars, within thirty (30) days after the date of TIC's applicable, and all such invoices shall be mailed to Customer upon completion of the Work. ALL CREDIT AND PAYMENT TERMS ARE SUBJECT TO CREDIT APPROVAL BY TIC AND, IF CREDIT HAS BEEN EXTENDED BY TIC, THE AMOUNT OF CREDIT MAY BE CHANGED OR WITHDRAWN BY TIC AT ANY TIME. Unless otherwise stated herein the Payment does not include and TIC shall not be responsible for any federal, state, municipal, or local property, license, privilege, sales, use or similar taxes which may be applicable to the performance of the Work. If Customer is required by applicable law to withhold any tax on any amount payable by Customer to TIC hereunder, then such amount payable to TIC shall be grossed-up so that the amount actually received by TIC is equal the amount that would have been received, but for such withholding.
5. Time of Completion: Force Majeure. The time for completion of the Work shall be as set forth in the Cover Sheet. If no date is specified in the Cover Sheet, TIC shall proceed with reasonable diligence. Notwithstanding the foregoing, TIC shall be entitled to an extension of the time for completion of the Work in the event the Work is delayed, hindered or suspended by reason of Customer's failure to provide unrestricted access to the site, Customer's failure to furnish materials, equipment, services or information to be furnished by Customer, changes in the Work, concealed or unknown conditions at the site, acts of any governmental authority, war, riot, revolution, strikes or other labor disputes, fire, flood, unavoidable casualties, Acts of God, adverse weather conditions or other causes beyond TIC's reasonable control.
6. Delivery. Unless otherwise set forth on the Cover Sheet, delivery terms for all parts, materials or equipment provided in connection with the Work shall F.O.B. shipping point, freight prepaid and added. The term "F.O.B. shipping point" as used in this paragraph, shall mean loaded, free of expense to Customer, on board the carrier's conveyance, at TIC's designated facility. Unless otherwise set forth herein, title to and risk of loss for all parts, materials or equipment shall pass from TIC to Customer when such parts, materials or equipment are loaded on board the carrier's conveyance at TIC's designated facility. Carrier claims resulting from in transit damage to any parts, materials or equipment will be the sole responsibility of Customer.
7. Service Warranty. TIC hereby warrants to Customer that the Work shall be performed in a good, safe and workmanlike manner, and in accordance with the provisions of this Agreement. TIC DOES NOT WARRANT THAT THE WORK INCLUDES ALL PREVENTATIVE MAINTENANCE, REPAIR, UPGRADE OR OTHER SERVICES NECESSARY TO ENSURE CONTINUED, UNINTERRUPTED OR OPTIMAL PERFORMANCE OF THE APPLICABLE EQUIPMENT OR FACILITY. THE FOREGOING WARRANTY SHALL EXPIRE NINETY (90) DAYS AFTER THE DATE THE WORK IS PERFORMED. TIC MAKES NO OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WHICH EXTEND BEYOND THE ABOVE DESCRIPTION HEREOF, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If the Work does not conform to the foregoing warranty, TIC shall, upon Customer's written notification to TIC, re-perform the Work or, if such Work cannot be re-performed, refund the purchase price paid for such Work. THE FOREGOING OBLIGATION TO RE-PERFORM OR REFUND THE PURCHASE PRICE FOR THE WORK SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER FOR BREACH OF THE FOREGOING WARRANTIES.
8. Materials Warranty. TIC hereby warrants to Customer that all materials furnished by TIC and incorporated into the Work, if any, shall be free from defects in material and workmanship. THE FOREGOING WARRANTY SHALL EXPIRE ONE HUNDRED EIGHTY (180) DAYS AFTER SUCH MATERIALS ARE INCORPORATED INTO THE WORK. TIC MAKES NO OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WHICH EXTEND BEYOND THE ABOVE DESCRIPTION HEREOF, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If any materials furnished by TIC and incorporated into the Work do not conform to the foregoing warranty, TIC shall, upon Customer's written notification to TIC, repair or replace the nonconforming materials or, if such

# TOSHIBA

nonconforming materials cannot be repaired or replaced, refund the purchase price paid for such materials. THE FOREGOING OBLIGATION TO REPAIR, REPLACE OR REFUND THE PURCHASE ORDER PRICE FOR THE MATERIALS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER FOR THE BREACH OF THE FOREGOING WARRANTY. TIC SHALL HAVE NO OBLIGATION TO: (I) REMOVE OR INSTALL ANY MATERIALS THAT DO NOT CONFORM TO THE FOREGOING WARRANTY; (II) DISASSEMBLE, REASSEMBLE, REMOVE OR INSTALL ANY EQUIPMENT, MATERIALS, STRUCTURES OR OTHER ITEMS APPURTENANT TO OR AFFECTED BY THE MATERIALS THAT DO NOT CONFORM TO THE FOREGOING WARRANTY; OR (III) PAY ANY COSTS INCURRED IN CONNECTION WITH SUCH DISASSEMBLY, REASSEMBLY, REMOVAL OR INSTALLATION.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE TOTAL LIABILITY OF TIC UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED 100% OF THE PAYMENT RECEIVED BY TIC UNDER THIS AGREEMENT. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, ALLEGED NEGLIGENCE, LIABILITY WITHOUT FAULT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER TIC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, SHALL TIC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS OF PROFITS OR REVENUE, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, LOSS OF USE OF THE EQUIPMENT DESCRIBED HEREIN OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, DOWNTIME COSTS, LABOR COSTS, OR CLAIMS OF CUSTOMERS OF CUSTOMER FOR SUCH DAMAGES.

10. Insurance. At all times during the term of this Agreement, TIC shall, at its own expense and with deductibles for its sole account, obtain and maintain insurance in accordance with TIC's standard Customer-wide insurance policies. At Customer's request, TIC shall furnish Customer with insurance certificates as evidence of the coverages described above.

11. Work Changes. Customer may at any time by written notice to TIC request reasonable changes in the scope of the Work, including increases and decreases therein. In such event, the Payment and time for completion of the Work shall be adjusted by mutual written agreement executed by the parties. Where the increase or decrease in the Work involves items of Work to be performed hereunder on a time and materials or unit price basis, the Payment shall be adjusted on such basis, whether there is an increase or decrease in such items or units of Work. Where the increase or decrease in the work involves Work to be performed on a lump sum basis, the Payment shall be adjusted by mutual written agreement executed by the parties, and TIC shall have no obligation to proceed with the Work, as increased or decreased, unless and until such written agreement is executed by the parties.

12. Applicable Laws. TIC and its subcontractors shall at all times comply with all applicable laws (including but not limited to the Occupational Safety and Health Act of 1970), ordinances, rules, regulations, codes and orders of the United States, any state, county or any executive or administrative agency thereof and any other governmental body having any jurisdiction over the Work.

13. Assignment. Customer shall not assign this Agreement, or any rights or obligations hereunder without the prior written consent of TIC.

14. Proprietary Information. TIC shall not disclose to third parties any confidential or proprietary information revealed to it during the performance of the Work, including information relating to equipment and to manufacturing processes, that Customer identifies in writing as being "confidential" or "proprietary", with the exception of such disclosure as may be necessary to perform or obtain permits related to the Work, to enable subcontractors to perform any portion of the Work, or such disclosure as may be required by applicable law. Customer shall not disclose to any third party any information provided by TIC to Customer under this Agreement, including, without limitation, any equipment specifications and operating manuals. Any information disclosed by the parties under this Agreement shall remain the property of and be deemed proprietary to the disclosing party.

15. Independent Contractor. In performance of the Work, TIC shall operate as an independent contractor and not as an agent of Customer. Neither TIC nor the employees of TIC shall be deemed to be employees or agents of Customer for any purpose whatsoever. TIC shall have sole control over the means, methods and techniques employed in the performance of the Work.

16. Environmental; Health; Safety. While performing the Work on premises owned or controlled by the Customer, TIC and its subcontractors shall at all times comply with the environmental, health and safety rules and regulations provided by Customer that are applicable to the Work.

17. Waiver. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

18. Governing Law; Remedies. This Agreement shall be construed and governed by the laws of the State of Texas, United States of America. The parties irrevocably submit to jurisdiction in the State of Texas with respect to any dispute between them arising out of, relating to, or in connection with this Agreement, and venue will lie in the county of Harris, Houston, Texas, in either federal or state court, as is appropriate. To the extent an express remedy is provided herein, such remedy shall be the sole and exclusive remedy of the parties. If no express remedy is provided herein, each party shall be entitled to the remedies available at law or in equity; provided, however, that any liability of the parties hereunder will be limited to direct actual damages as the sole and exclusive remedy. Except as otherwise set forth herein, all other remedies at law or in equity are waived.

19. Severability. Each provision of this Agreement is severable. If any provision or part thereof is held to be prohibited by or invalid under applicable law or rule in any jurisdiction, in any respect, such invalidity shall not affect the validity, legality and enforceability of the rest of the provision or any other provision of this Agreement.

20. Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days prior written notice to the other party. In the event this Agreement is terminated by Customer, Customer shall pay TIC: (i) all amounts due and payable for the Work performed prior to such termination; and (ii) all costs and expenses incurred or accrued by TIC in connection with the terminated portion of the Work (including, without limitation, any and all expenses incurred or accrued by TIC in connection with the termination of any subcontract); (iii) a reasonable amount of profit, which shall equal not less than fifteen percent (15%) of the aggregate costs and expenses incurred or accrued by TIC under clause (ii) of this sentence. If either party in good faith considers the other party to be in default hereunder, that party shall give the other party written notice thereof, describing in detail the alleged conditions of default. If actions to cure the alleged conditions of default are not commenced and diligently pursued within ten (10) days of the date of receipt of the notice, the other party, as its sole and exclusive remedy, may terminate the Agreement by written notice thereof.

21. Notices. Any notice provided for in this Agreement and any other notice, demand or communication required or permitted to be given hereunder or which any party may wish to send to another ("Notice" or "Notices") shall be in writing and shall be deemed to have been properly given if given by: (i) personal delivery; or (ii) registered or certified U.S. mail, or by comparable private carrier, First Class, return receipt requested in a sealed envelope, postage or other charges prepaid, addressed to TIC at 13131 West Little York Road, Houston, Texas 77041 or to the Customer at the address set forth in the Cover Sheet, or such other address as any party may request by notice given as set forth above.

22. Amendments. No change, modification of or addition to this Agreement shall be effective unless in writing and signed by both parties. This Agreement, including, without limitation, the Cover Sheet, constitutes the entire understanding between the parties and supersedes any prior or contemporaneous negotiations, understandings and agreements, written or oral, with respect to the Work.

23. Execution. This Agreement shall be effective upon the date of execution by Customer and shall not require execution by TIC to be binding upon Customer and TIC. The person executing this Agreement on behalf of Customer represents that he or she has been duly authorized to do so by all requisite action of Customer, and that in so doing, he or she shall bind Customer to all of the terms, provisions, conditions and covenants hereof.

# **RESOLUTION REQUEST FORM NO. 3**

## **Request for New Contract**

**DEPARTMENT NAME:** Sheriff's Office

**DATE:**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Intermunicipal Agreement providing for the installation of hardware, software and user Mutualink Edge Subscription Service at no cost to Warren County**
- (c) Name of Contractor: **NYS Division of Homeland Security and Emergency Services**
- (d) Address of Contractor: **1220 Washington Ave, State Office Campus, Building 7A, 7<sup>th</sup> Floor, Albany, NY 12226**
- (e) Contractor's Contact Person and Telephone Number:  
**Robert Barbato, 518-322-4915**
- (f) Has or will the Contract be provided, if so, please attach: **Yes**
- (g) Commencement Date of Contract: **Upon Approval by NYS Comptroller**
- (h) Termination Date of Contract: **(12) months from commencement**
- (i) Payment Provisions:
  - i) lump sum amount **N/A**
  - ii) hourly rate amount **N/A**
  - iii) total amount not to exceed **N/A**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **N/A (No Cost to County)**)
- (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: N/A (No Cost to County)**

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

\*as listed in budget and LOGOS



Homeland Security  
and Emergency Services

ANDREW M. CUOMO  
Governor

JOHN P. MELVILLE  
Acting Commissioner

March 16, 2015

Mr. Kevin B. Geraghty  
Warren County Board of Supervisors  
Municipal Center  
1340 State Route 9  
Lake George, New York 12845-9803

Dear Honorable Kevin B. Geraghty,

I am writing to notify you that New York is deploying a new interoperability and collaboration program to all counties across the State. As part of Governor Andrew Cuomo's strong commitment to a safer and more secure New York, the Division of Homeland Security and Emergency Services (DHSES) is deploying the Mutualink emergency incident collaboration technology and making it available to all counties at no charge. By using this technology, key officials and centers in your County will be able to share radio, video and other information between each other, other counties and the State.

Mutualink provides a common platform for sharing of radio, video, telephone and data to any other invited user. This is a key portion of the Mutualink system – information is only available to those invited to a common incident. Nobody can invite themselves to your incident or view your information unless you choose to share it. Mutualink was used successfully in such recent events as Super Bowl 48 and last year's Saratoga racing events. In addition to users in New York, Mutualink is deployed in several other states, including an extensive deployment throughout New Jersey. Any other user of the Mutualink system, in New York or otherwise, is available to be a participant in your incident. For example, you can use Mutualink to share information with neighboring counties and other members of your consortium.

The Mutualink deployment in New York will be available to all counties, State OEM field staff, State Fire field staff, and certain State agency dispatch locations. This deployment will consist of two primary components – a software portion and a hardware portion. The software portion, called Mutualink Edge, is the user interface to the Mutualink network. Edge provides the ability to view and talk among other members of the incident/event; and, just as importantly, determine which of your resources you choose to provide to the shared incident. This application will run on Windows 7+ PCs and Windows 8 tablets, newer iPads and iPhones as well as certain Android devices. Each county will be provided with up to 5 licenses to distribute to their EOC, county PSAP, fire coordinator, etc. The second portion of the rollout is the hardware interfaces. Each county will be provided with 2 radio interfaces to allow sharing of your radio resources. Additionally, video and telephone interfaces will be available depending on your resources.

In order to initiate a rollout of Mutualink in your county, within the next 30 days please:

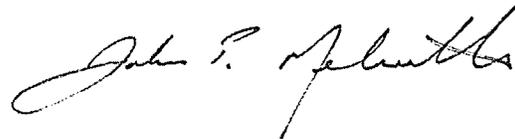
1. Designate a project manager within your county's emergency management/PSAP/first responder community. This person should have a working knowledge of emergency communications within your county. Please send this person's contact information to the Office of Interoperable and Emergency Communications (OIEC) at [dhses.oiec@dhses.ny.gov](mailto:dhses.oiec@dhses.ny.gov)
2. Please carefully review and upon your acceptance, sign and return the Memorandum of Agreement (MOA) attached as a pdf with the email transmission of this letter. This MOA details the terms, limitations and expectations of this program. This is provided in a form fillable PDF file. Please fill-out, sign and return **four notarized originals** of this MOA to participate in this program. Signed documents should be returned to:

Joann Waidelich  
NYS DHSES OIEC  
Building 7A, Suite 710  
1220 Washington Ave  
Albany, NY 12242

If your county does NOT wish to participate in this program, please advise DHSES-OIEC at [dhses.oiec@dhses.ny.gov](mailto:dhses.oiec@dhses.ny.gov) that you will not be participating. However, please be reminded that New York State will incur all acquisition, installation and licensing costs for this initiative.

We are also providing a copy of this letter to our interoperability coordinator contact in your county. If you have any questions regarding this new initiative, please contact OIEC at 518-322-4911.

Sincerely,



John P. Melville

Enclosure

cc: Mr. Brian LaFlure  
1400 State Route 9  
Lake George, New York 12845



Contract No. \_\_\_\_\_  
**INTERGOVERNMENTAL  
MEMORANDUM OF AGREEMENT**

**By and Between**

**NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES  
and**

**for  
TEMPORARY LOAN OF INTEROPERABLE COMMUNICATIONS RESOURCES**

This Intergovernmental Memorandum of Agreement (MOA) is entered by and between the State of New York **Division of Homeland Security and Emergency Services** ("DHSES" or "State of New York") with offices located at 1220 Washington Avenue, State Office Campus, Building 7A, 7<sup>th</sup> Floor, Albany, New York 12226 and the:

Warren County

("County") with offices located at: 1400 State Route 9, Lake George, NY

The foregoing DHSES and/or County shall sometimes be referred to herein individually as "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the DHSES has acquired the hardware, software and user Mutualink Edge Subscription Service for Mutualink interoperability platforms and wishes to temporarily loan such equipment at no cost to New York State Counties for communications purposes; and

**WHEREAS**, this MOA establishes the responsibilities, guidelines and procedures for the deployment and use of the equipment, software and user subscriptions provided to the County by DHSES;

**WHEREAS**, the County acknowledges receipt of said equipment;

**NOW, THEREFORE**, in consideration of the promises set forth herein, be it known that a DHSES hereby grants a temporary revocable permit to County, to use the Interoperable Communications Resources designated in Section 2, subject to the terms and conditions as hereinafter provided:

**1. PURPOSE**

DHSES is providing the opportunity for each County to receive and use equipment, software and/or Mutualink Edge Subscription Service (hereinafter "Interoperable Communications Resources"), further described in Section 2, which will allow counties to communicate on a common platform for emergency management and public safety planning and response purposes. These Resources are being provided on a loan basis and title to the Interoperable Communications Resources shall remain with the State at all times. The State has the right to

Warren County County - DHSES Interoperable Communications Resources Loan

recall the Interoperable Communications Resources at anytime, including the termination of the EDGE User Subscription Service. As such, any permanent granting of the Interoperable Communications Resources must be provided for in a separate written agreement signed by both Parties. The Parties acknowledge that the Interoperable Communications Resources issued under the terms and conditions of this MOA are not intended to provide all the equipment (hardware/software) appropriate and necessary for the operation of an interoperability network, and that the Interoperable Communications Resources issued are intended to enhance the ability of the County to successfully communicate with the State, other user local jurisdictions within that State, and adjoining states.

## **2. DESCRIPTION OF INTEROPERABLE COMMUNICATIONS RESOURCES**

DHSES agrees to provide to the County on a temporary loan basis, a copy of Mutualink Edge software with up to five (5) User Subscriptions for County use, in addition to network interface controllers (NIC) to tie into available County media capabilities. All hardware, software and licenses shall be collectively referred to herein as "equipment" or "Interoperable Communications Resources." The specific Interoperable Communications Resources loaned to the County pursuant to this MOA are hereby attached as Appendix B.

## **3. TERM AND TERMINATION OF AGREEMENT**

- 3.1 The term of this Agreement, unless amended or extended by written mutual consent of the Parties, shall commence on the first Monday immediately following approval by the Office of State Comptroller and shall terminate after twelve (12) months from the day therefrom, unless terminated earlier pursuant to sections 3.2 – 3.4 below.
- 3.2 DHSES may terminate this MOA immediately, upon written notice of termination to the County, if the County fails to comply with the terms and conditions of this MOA and/or with any laws, rules, regulations, policies or procedures affecting this MOA. Written notice of termination shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice outlined in Section 17.
- 3.3 Either Party shall have the right to terminate this MOA early for: (i) unavailability of funds; (ii) cause; or (iii) convenience upon ten (10) business days' written notice.
- 3.4 The County may terminate this MOA, upon written notice of termination to the State, if the County is unable or unwilling to comply with the terms and conditions of the MOA. Should the County terminate under this clause, the County shall return all remaining equipment, less ordinary wear and tear, to DHSES. Any subscription or non-hardware services shall be terminated by DHSES pursuant to the notice provisions of this Agreement.

## **4. TERMS OF USE**

The Parties agree that the County shall continue in possession of the Interoperable Communications Resources provided the County complies with the following conditions:

- 4.1 The Permittee specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose. Section 112 of the State Finance Law requires that

Warren County County - DHSES Interoperable Communications Resources Loan

MOA No. \_\_\_\_\_  
Page 2 of 9

any contract made by a State Agency which exceeds fifty thousand dollars (\$50,000) in amount, or if the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office before becoming effective. The Contract will be deemed executed upon, and will not be considered fully executed and binding until, receipt of approval by the AG and OSC.

- 4.2 The Parties agree that the County may use the Interoperable Communications Resources for emergency management and public safety planning and response. The County shall also be permitted to use such Interoperable Communications Resources for all other official public safety and emergency management communications on a day-to-day basis. At a minimum, the County agrees to maintain such Interoperable Communications Resources connected and ready for use at all times (24hours/7days).
- 4.3 The County shall be required to test the entire system on no less than a monthly basis. Such testing shall include:
  - 1) Placing a call to another county. Neighboring counties may wish to arrange for scheduled testing;
  - 2) Placing a call the Watch Center;
  - 3) Placing a call to Mutualink tech support; and/or
  - 4) Placing a call to another user within the County.
- 4.4 The County agrees that it shall participate, upon reasonable advance notice, in drills, exercises or other events sponsored by the State involving the use of such Interoperable Communications Resources.
- 4.5 The County agrees that is shall invite DHSES to all incident sessions initiated utilizing the Interoperable Communications Resources.
- 4.6 The County shall ensure that only qualified persons will utilize the Interoperable Communications Resources and that it shall verify that such persons have received any applicable training.
- 4.7 The County shall ensure that all intended users and operators of the Interoperable Communications Resources complete a State-provided orientation that will familiarize the County with the use of such, as appropriate.
- 4.8 The County agrees that it shall keep the Interoperable Communications Resources online and ready for use.
- 4.9 The County agrees and understands that the County is solely responsibility for its own access to the internet and electrical supply, which are necessary to ensure connection to the internet and accessibility to subscription services.
- 4.10 The County understands and agrees that, the County is solely responsible to understand any and all data safety or security issues surrounding the use of the Interoperable Communications Resources and accommodate its use according to the capabilities and limitations of the Interoperable Communications Resources. As such, the County shall be responsible to educate its users pursuant to this Agreement of such capabilities and limitations.

Warren County County - DHSES Interoperable Communications Resources Loan

- 4.11 The County understands and agrees that, on occasion, the vendor will be required to perform both routine and emergency maintenance to the Interoperable Communications Resources, which may be conducted with advance notice or no notice at all. The County shall be prepared for use of alternatives systems during planned and unplanned outages.
- 4.12 The County agrees to report inoperable equipment and/or inaccessible or offline services directly to the vendor and shall work with the vendor to resolve the situation until such equipment is rendered operable and/or services are brought back online.
- 4.13 The County agrees that it shall provide DHSES, its vendors and subcontractors with reasonable time and opportunity to properly maintain the Interoperable Communications Resources in accordance with the manufacturer's recommendations and all applicable laws and regulations.
- 4.14 The County understands and agrees that the State may take back the Interoperable Communications Resources at any time for any reason, or may redeploy the Interoperable Communications Resources if it is determined to be needed in another area as directed by DHSES, and that the County must make the Interoperable Communications Resources immediately available. DHSES shall provide reasonable advance notice, or the maximum notice possible under the circumstances, to the County Point of Contact.
- 4.15 The County agrees that DHSES reserves the right to take back the Interoperable Communications Resources in the event of a breach of this MOA, or if the Interoperable Communications Resources are not being used to its full potential, is being misused or has been returned for Reissuance by DHSES. In the event of reissuance, the County agrees to undertake whatever actions are reasonably requested by DHSES to return possession of the Interoperable Communications Resources to DHSES.
- 4.16 The County agrees that it has no claim in law or equity concerning the Interoperable Communications Resources, including hardware, software or licenses.
- 4.17 The County agrees that it shall not sell or otherwise transfer the Interoperable Communications Resources to any other party without the express written permission of DHSES.

## 5. OTHER TERMS

- 5.1 The Parties acknowledge that the Interoperable Communications Resources issued under this MOA are not intended to provide all the resources appropriate and necessary for the County's communications capabilities but rather the Interoperable Communications Resources issued is intended to enhance the ability of the County to communicate with the State and other jurisdictions for emergency management and public safety planning and response.
- 5.2 The Parties acknowledge that the Interoperable Communications Resources issued or any resources to be issued in the future are subject to the availability of funding. The Parties reserve the right to expand the scope of the Interoperable Communications Resources distributed if funding is available.

## 6. APPENDIX A

Warren County County - DHSES Interoperable Communications Resources Loan

MOA No. \_\_\_\_\_  
Page 4 of 9

Appendix A, Standard Clauses for All New York State Agreements, is hereby attached and made part of this Agreement and shall take precedence over all other terms of this Agreement.

## 7. LOAN OF RESOURCES

The Interoperable Communications Resources shall be loaned exclusively to the County only for the purposes set forth in Section 1 of this MOA. No other use of the equipment shall be authorized. DHSES shall retain title to the Interoperable Communications Resources loaned under this Agreement at all times.

The equipment/resources shall be loaned exclusively to the Permittee only for the purposes set forth in Section 2 of this Agreement. No other use of the equipment shall be authorized. DHSES shall retain title to the equipment loaned under this Agreement at all times. The Permittee is responsible for all costs associated with preparing, packing and transporting the equipment, including all applicable costs. Possession of the equipment will pass from DHSES to the Permittee at the time of receipt of the equipment. All transportation to and from the site of the equipment and all associated costs will be covered exclusively by the Permittee.

## 8. COMPENSATION

As compensation for this permit, the Permittee shall pay DHSES a one-time administrative fee of \$1.00; payment of same waived. As such, this Agreement shall not be construed to have any monetary value. The County is responsible for all peripheral costs associated with use of the equipment, including internet and mobile data access, in addition to preparing, packing and transporting the equipment for return to DHSES.

## 9. COUNTY POINT OF CONTACT

The County will designate its own member Point of Contact ("County POC") for the purpose of arranging for and the installation, maintenance and return of the equipment to DHSES. The County's POC shall also be responsible as a 24-hour point of contact for this Agreement and any issues arising from its existence and be responsible for maintaining the current status of the contact information. The County Point of Contact is:

For Warren County:

C. Shawn Lamouree, Undersheriff  
Warren County Sheriff's Office  
1400 State Route 9  
Lake George, NY 12845

## 10. DHSES POINT OF CONTACT

For the State of New York:

Robert Barbato  
Director, Office of Interoperable & Emergency Communications  
NYS Division of Homeland Security and Emergency Services  
State Office Campus - Building 7 A  
1220 Washington Ave

Warren County \_\_\_\_\_ County - DHSES Interoperable Communications Resources Loan

MOA No. \_\_\_\_\_  
Page 5 of 9

Albany, NY 12242  
Office: 518-322-4915  
Robert.Barbato@dhses.ny.gov

#### **11. CONDITION AND MAINTENANCE OF INTEROPERABLE COMMUNICATIONS RESOURCES**

- 11.1 DHSES will make its best effort to ensure that the Interoperable Communications Resources loaned under this Agreement is furnished to the County in a serviceable condition suitable for its intended use. However, DHSES makes neither warranty nor guarantee of fitness of the property for any particular purpose or use.
- 11.2 DHSES shall be responsible for the following: 1) ordering, purchasing and accepting Interoperable Communications Resources; 2) communicating to the vendor the need to issue the Interoperable Communications Resources to the County.
- 11.3 The County shall be responsible to receive the Interoperable Communications Resources and document that the County's orientation with the Interoperable Communications Resources occurred. Additionally, the County shall, as appropriate, provide periodic inventory reports to DHSES with the reports setting forth what equipment was issued; 4) assisting in resolving equipment related issues, such as defective equipment; 5) maintenance, as determined by DHSES, in accordance with the manufacturer's recommendations and all applicable laws and regulations to assist in its operational functionality and 6) satisfaction of the any State or federal reporting requirements.

#### **12. INTEROPERABLE COMMUNICATIONS RESOURCES SECURITY**

- 12.1 Upon acceptance of the Interoperable Communications Resources, County assumes all responsibility for secure storage, maintenance, and property accountability. Any change in the storage location must be approved in advance by DHSES.

#### **13. NO THIRD-PARTY TRANSFERS**

This MOA or the Interoperable Communications Resources loaned hereunder shall not be transferred to any other party by the County without the express written permission of DHSES.

#### **14. RETURN OF EQUIPMENT**

Upon expiration of the MOA, the County shall be responsible to return all Interoperable Communications Resources to DHSES in the same condition as it was issued, less and except ordinary wear and tear. If the Interoperable Communications Resources are not returned, or returned in good working order and repair, the County may be responsible to reimburse DHSES the replacement value of the Interoperable Communications Resources.

#### **15. LIABILITY AND INSURANCE**

- 15.1 The County shall indemnify and hold harmless the State of New York for any claims arising out of the use and deployment of the Interoperable Communications Resources.

Warren County County - DHSES Interoperable Communications Resources Loan

MOA No. \_\_\_\_\_  
Page 6 of 9

DHSES does not agree to any indemnification provisions in any documents attached hereto that require DHSES or the State of New York to indemnify or hold harmless the County or third parties. Notwithstanding anything to the contrary in this Agreement, DHSES shall not be liable to the County for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability) Agreement, warranty, or otherwise, arising out of or relating to DHSES's acts or omissions under this Agreement. County remains liable for direct damages attributable to their respective negligence, misconduct and omissions without limitation.

15.2 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or any other between the Parties.

**16. INTERPRETATION**

This Agreement shall be interpreted according to the laws of the State of New York.

**17. NOTICES**

Any and all notifications, consents and other communications to DHSES regarding the implementation, production, or operational production or operational processes or procedures of this Contract shall be in writing. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

**18. AMENDMENTS**

This Agreement may not be changed, altered or modified except in writing and signed by both Parties and, if required, approved by both the Attorney General and Comptroller of the State of New York.

**19. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties.

**ON BEHALF OF COUNTY:**

**ON BEHALF OF DHSES:**

Signed, \_\_\_\_\_ Signed, \_\_\_\_\_

Warren County

County - DHSES Interoperable Communications Resources Loan

MOA No. \_\_\_\_\_  
Page 7 of 9

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Contractor Acknowledgement for MOA # \_\_\_\_\_

State of New York )  
 )ss.

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of the person taking acknowledgement)

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

and

Warren County County

MOA No.

APPENDIX B

Quantity	Item
_____	M400-100-001 K-12, Interoperability Work Station (KIWS) (includes PC, monitor, mouse, keyboard, speakers, microphone)
_____	M400-200-001 K-12, Network Interface Controller (KNIC)
_____	M500-915 Mutualink Panic Button Bundle
_____	M800-903 Radio Control Station
_____	Cisco Router/VPN appliance
_____	M500-610-001 Radio Network Interface Controller (RNIC)
_____	M500-240-001 Video Network Interface Controller (VNIC)
_____	Edge Client Software licenses
_____	Client Management Software License
_____	M500-260-001 Telephone Network Interface Controller (TNIC)

Warren County County - DHSES Interoperable Communications Resources Loan

MOA No. \_\_\_\_\_

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

January 2014

**TABLE OF CONTENTS**

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Dear Sheriff York,

I am unfortunately writing you as a former resident of your correctional facility. I recently completed a 90 day sentence for a violation of probation and served my time in C-Pod.

Although I am sure that you have received plenty of complaints, especially about the abundance of bologna, I assure you that this letter is not about that. But, it certainly could be.

I was raised by two amazing people despite my legal issues. They taught my siblings and I many amazing life lessons that despite my shortcomings I have tried to live my life by. One of the things that they taught me is that praise should always be given when praise is deserved. During my teaching career I made sure that for every "bad" parent call I had to make, I also made a call to the parents of a good kid because those kids deserved praise and their parents deserved to hear it.

The purpose of this letter is to provide you as "parent/boss" with a well deserved dose of praise for your staff at the Warren County Jail.

My original, and only other, period of incarceration was a six month stay at Rensselaer County Jail. During my time there I was treated as almost subhuman and definitely less than a man. It was no surprise to me personally based on the fact that my charge does not garner a lot of respect. But, my parents and siblings were treated in much the same way by the staff. My family are highly educated and respected members of the communities in which they live. They did not deserve it.

During my time in Warren County, I found your staff to be professional, respectful, courteous and helpful. Not only did they demand our respect but they also afforded it to those under their supervision regardless of the circumstances of the incarceration. This attitude was present in both the C.O.'s as well as the Sergeants.

My Family commented several times about the attitude and professionalism of your staff. Not only were they treated well but they also observed the same kindness to others arriving for visitations. Some of them being very nervous because it was their first time. It was noticeable because it was such a stark contrast to their previous experiences.

I could easily list names of specific staff members that stick out in my mind but that would be unfair to the other who were forgotten but equally professional and courteous. They are all worthy of my gratitude and your praise.

I hope never to see any of them again in a professional capacity but after the completion of my probation, I would not hesitate to buy them a beer and extend my hand to them with respect.

You should be proud to be the leader of such a professional group of men and women in a field which can easily be negative and confrontational. They represent Warren County and the Sheriff's Department in a very positive manner.

I do not have the opportunity to thank them all individually for treating me with dignity and respect so it is my hope that writing you will convey my sentiments because "Praise earned is praise deserved."

Sincerely,

[Redacted signature]