HAVERSTRAW TOWN BOARD
JUNE 28, 2022

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN GOULD, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS

3. ADOPTION OF MINUTES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD MEETING OF JUNE 14, 2022 AND SPECIAL TOWN BOARD MEETING OF JUNE 17, 2022

4. PAYMENT OF BILLS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PAYMENT OF BILLS AUDITED AT THIS MEETING.

5. ACCEPTANCE OF REPORTS

NONE

PRESENTATION OF PLAQUE TO RENEE KAHN

6. ACCEPTANCE OF LETTER OF RETIREMENT – RENEE KAHN

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR CLERK TYPIST, TOWN OF HAVERSTRAW POLICE DEPARTMENT, RENEE KAHN, EFFECTIVE JULY 25, 2022.

7. ACCEPTANCE OF LETTER OF RETIREMENT – KEITH ROSARIO

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR POLICE OFFICER, TOWN OF HAVERSTRAW POLICE DEPARTMENT, KEITH ROSARIO, EFFECTIVE JUNE 25, 2022.

8. APPOINTMENT OF PETER ACEVEDO - POLICE OFFICER - FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT PETER ACEVEDO OF POMONA, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW EFFECTIVE JUNE 28, 2022 AND BE IT FURTHER

RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND MR. ACEVEDO SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.

9. AUTHORIZATION TO PURCHASE ONE (1) 2022 FORD AWD POLICE UTILITY INTERCEPTOR VEHICLE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT UNDER NEW YORK STATE BID

RESOLVED, BASED UPON THE RECOMMENDATION OF CHIEF OF POLICE, PETER MURPHY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) 2022 FORD AWD POLICE UTILITY INTERCEPTOR VEHICLE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT UNDER NEW YORK STATE CATEGORY #23166 MINI BID 710254 TO VAN BORTEL FORD OF EAST ROCHESTER, NEW YORK AT A COST OF $34,861.12.

10. AUTHORIZATION TO PURCHASE FOUR (4) 2022 FORD AWD POLICE UTILITY INTERCEPTOR VEHICLES FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT UNDER NEW YORK STATE BID

RESOLVED, BASED UPON THE RECOMMENDATION OF CHIEF OF POLICE, PETER MURPHY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE FOUR (4) 2022 FORD POLICE UTILITY INTERCEPTOR VEHICLES (PATROL VEHICLES) FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT UNDER NEW YORK STATE CATEGORY #23166 BID #10280 TO BEYER FORD OF EAST HANOVER, NEW JERSEY AT A TOTAL COST OF $157,706.64.

11. AGREEMENT BETWEEN THE COUNTY OF ROCKLAND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ROCKLAND TO RECEIVE THE SUM OF $5,000.00 FOR THE YEAR 2022, FOR OVERTIME REIMBURSEMENT FOR IMPAIRED DRIVING ENFORCEMENT WITHIN THE TOWN OF HAVERSTRAW.

12. APPROVAL FOR EMERGENCY REPAIR TO GOLF IRRIGATION AT THE PHILIP J. ROTELLA MEMORIAL GOLF

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE EMERGENCY REPAIR TO THE GOLF IRRIGATION TO INSTALL NEW MULTI STRAND WIRE FROM CONTROLLER TO TWO (2) VALVES, NEED TO BORE UNDER CART PATH AND 1” POLY SLEEVE, CONNECT AND TEST VALVE AT THE PHILIP J. ROTELLA MEMORIAL BY WILLOW’S BEND OF BELLE MEAD, NEW JERSEY AT A COST OF $3,500.

13. MAINTENANCE AGREEMENT WITH THE TOWN OF HAVERSTRAW AND EWING IRRIGATION & LANDSCAPE SUPPLY

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A MAINTENANCE AGREEMENT WITH EWING IRRIGATION & LANDSCAPE SUPPLY OF PHOENIX, ARIZONA FOR THE PURPOSE OF PROVIDING A TEN (10) YEAR RAIN BIRD GSP (GLOBAL SERVICE PLAN) FOR THE IRRIGATION SYSTEM AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE AT AN ANNUAL COST OF $3,465.

14. RENEWAL OF CONTRACT WITH SELEX ES, INC. FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT NY (ELSAG MOBILE LPR WARRANTY COVERAGE)

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A RENEWAL CONTRACT WITH SELEX ES, INC. OF GREENSBORO, NORTH CAROLINA FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT NY (ELSAG MOBILE LPR WARRANTY COVERAGE AT A COST OF $2,715.

15. CHANGE OF TOWN BOARD MEETING DATES

RESOLVED, THAT THERE WILL BE ONLY ONE TOWN BOARD MEETING FOR THE MONTHS OF JULY AND AUGUST AND THE SCHEDULE IS AS FOLLOWS:

TUESDAY, JULY 12, 2022 AT 7:00 PM
TUESDAY, AUGUST 9, 2022 AT 7:00 PM

RESOLVED, THAT THE SECOND TOWN BOARD MEETINGS FOR JULY AND AUGUST 2022 HAVE BEEN CANCELLED.

16. APPROVAL OF CHANGE ORDER NO. 10R1 -CONSTRUCTION OF PHASE 1 OF THE HAVERSTRAW RECREATION COMPLEX FOR THE TOWN OF HAVERSTRAW CONTRACT 2- ELECTRICAL CONSTRUCTION

BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, TOWN CONSULTING ENGINEERS, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 10R1 WITH HUSH MAINTENANCE CORP OF HAVERSTRAW, NEW YORK FOR EQUIPMENT AND WIRING REQUIRED FOR BUILDING #3 OF THE TOWN OF HAVERSTRAW RECREATION COMPLEX IN THE AMOUNT NOT TO EXCEED $77,639.29.

17. APPROVAL OF CHANGE ORDER NO. 11R1 -CONSTRUCTION OF PHASE 1 OF THE HAVERSTRAW RECREATION COMPLEX FOR THE TOWN OF HAVERSTRAW CONTRACT 2- ELECTRICAL CONSTRUCTION

BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, TOWN CONSULTING ENGINEERS, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 11R1 WITH HUSH MAINTENANCE CORP OF HAVERSTRAW, NEW YORK FOR ADDITIONAL WIRE AND TERMINATION AND EQUIPEMENT FOR BUILDING #2 AND #5 OF THE TOWN OF HAVERSTRAW RECREATION COMPLEX IN THE AMOUNT NOT TO EXCEED $51,444.50.

18. APPROVAL OF CHANGE ORDER NO. 12 -CONSTRUCTION OF PHASE 1 OF THE HAVERSTRAW RECREATION COMPLEX FOR THE TOWN OF HAVERSTRAW CONTRACT 2- ELECTRICAL CONSTRUCTION

BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, TOWN CONSULTING ENGINEERS, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 12 WITH HUSH MAINTENANCE CORP OF HAVERSTRAW, NEW YORK FOR ADDITIONAL WIRE AND PIPPING FOR ANNOUNCERS BOOTH & PRESS BOX FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX IN THE AMOUNT NOT TO EXCEED $6,948.93.

PUBLIC PARTICIPATION

BOARD MEMBERS

ADJOURNMENT

MARISOL CANCEL, TOWN CLERK

Specific call for offers from: 1379 OGS Solicitation 23166: Vehicles, Class 1-8

10254 (1) Ford Police Utility Interceptor AWD - Town of Haverstraw

Award phase

Settings Participants Schedule Pricing sheets Questionnaires Question & Answer
Offers/Applications Compare & Select 1

Offer phase (2) Evaluation (2) Awarding (1)

Vehicles Built to Specifications Pricing Sheet

Offer Model Year Edit Sort on supplier

Make Model & Trim Level

Total Number of Vehicles

Rank	Name	Model Year	Make	Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid	Phase	
1	Van Bortel Ford, Inc	2022	FORD	PI UTLITY	$34,861.12	1	$34,861.12	Awarding	☐
2	Beyer Ford LLC	2022	Ford	Interceptor Utility	$39,386.16	1	$39,386.16	Evaluation	☐

Internal award justification

No comments

Reports No awarding Inform Set back to Evaluation Allow to Awarding Edit award justification

Specific call for offers from: 1379 OGS Solicitation 23166: Vehicles, Class 1-8

10280 (4) Ford Police Utility Interceptor AWD - Town of Haverstraw Police

Award phase

Settings Participants Schedule Pricing sheets Questionnaires Question & Answer
Offers/Applications Compare & Select 1

Offer phase (1) Evaluation (1) Awarding (1)

Vehicles Built to Specifications Pricing Sheet

Offer Model Year Edit Sort on supplier

Make Model & Trim Level

Total Number of Vehicles

Rank	Name	Model Year	Make	Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid	Phase	
1	Beyer Ford LLC	2022	Ford	Interceptor Utility	$39,426.16	4	$157,704.64	Awarding	☐

Internal award justification

No comments

Awards No awarding Inform Set back to Evaluation Edit award justification

COUNTY OF ROCKLAND AGREEMENT FACE PAGE

VENDOR'S NEW YORK STATE DEPT. OF STATE INCORPORATED NAME:
Town of Haverstraw Police Department

VENDOR'S FEDERAL TAX ID NUMBER:
13-6007298

ENTITY TYPE:
☐ For-profit ☐ Not-for-profit ☐ Individual ☒ Municipality

COUNTY AGENCY:
Office of Fire and Emergency Services

TRANSACTION TYPE: ☒ New ☐ Amendment

RFB, RFP, Sole Source Notice, or RFCO NO.:

LAW MATTER NO.: 2022-01824

LEGISLATIVE RESOLUTION NO.: ____ of ____

VENDOR'S PRINCIPAL PLACE OF BUSINESS ADDRESS:
101 West Ramapo Road, Garnerville, NY 10923

VENDOR'S EMAIL ADDRESS:
pmurphy@haverstrawpolice.org

BRIEF DESCRIPTION OF THE STATEMENT OF WORK AND SERVICES:
To provide overtime reimbursement for Impaired Driving Enforcement within the Town of Haverstraw, New York.

DOCUMENT	TERM START DATE (mm/dd/yyyy)	TERM END DATE (mm/dd/yyyy)	AMOUNT	TOTAL CONTRACT AMOUNT (Not to exceed amount)
Original Contract	07/01/2022	01/02/2023	$5,000.00	$5,000.00
First Amendment				
Second Amendment				
Third Amendment				
Fourth Amendment				

OPTION RENEWAL TERMS (if applicable): Number of Terms: None | Length of Each Term: ____

SCHEDULES, ATTACHMENTS, AND RIDERS ATTACHED TO AND A PART OF THE AGREEMENT

SCHEDULES

☒ Schedule A – STATEMENT OF SERVICES
☐ Schedule B – PAYMENT SCHEDULES
☐ Schedule C – ADDITIONAL INSURANCE TERMS AND SCHEDULE
☐ Schedule D – REQUIRED SUBAWARD IDENTIFICATION INFORMATION FOR FEDERAL PASS-THROUGH FUNDS (2 CFR § 200.331(a)(1))
☐ Schedule E – LIQUIDATED DAMAGES

ATTACHMENTS

☐ Attachment A – INSURANCE COVERAGE WAIVER
☐ Attachment B – CONFIDENTIALITY / HIPAA PROVISIONS AND BUSINESS ASSOCIATE AGREEMENT (Only if the Agreement involves medical/psychiatric records or other protected health information)
☐ Attachment C – OFFICE OF ADDICTION SERVICES AND SUPPORTS (OASAS) STATE AID FUNDING AUTHORIZATION FUNDING REQUIREMENTS
☐ Attachment D – UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS

OTHER SCHEDULES / ATTACHMENTS / RIDERS

☐ _____ ☐ _____ ☐ _____

2022-01824

IN WITNESS THEREOF, the parties have physically or electronically executed the attached Agreement on the dates written below their signatures.

VENDOR:

I am the Vendor or authorized agent of the Vendor, and as such, I agree, and I have the authority to agree to all of the terms and conditions detailed in the attached Agreement, including this Agreement Face Page and all schedules, attachments, and riders. The Vendor waives any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

By: _____

Name: Peter Murphy

Title: Chief, Town of Haverstraw PD

Date: _____

AGENCY: Office of Fire and Emergency Services

(Approved for the signature of the County Executive)

☐ If this box is checked, see the following page for additional Agency Head(s) signature(s).

By: _____
Christopher G. Kear

Date: _____

DEPARTMENT OF LAW

(Approved as to form and legal authority)

By: _____
Sheela George

Date: _____

COUNTY OF ROCKLAND

By: _____
Edwin J. Day, County Executive

Date: _____

THIS SIGNATURE PAGE MAY BE SIGNED IN COUNTERPARTS PER ARTICLE 23(B) OF THE AGREEMENT

COUNTY OF ROCKLAND STANDARD TERMS FOR CONTRACTS

TABLE OF CONTENTS

ARTICLE 1. Term 2

ARTICLE 2. Statement of Work and Services 2

ARTICLE 3. Payment 1-2

ARTICLE 4. Order of Precedence 2

ARTICLE 5. Vendor's Representations, Warranties, and Certifications 2-3

ARTICLE 6. Records, Reports, Inspections, and Audits 3-4

ARTICLE 7. Indemnification 4-5

ARTICLE 8. Insurance 5-6

ARTICLE 9. Protection of County Property and Other Precautions 6

ARTICLE 10. Labor Provisions 7

ARTICLE 11. Confidentiality 7-9

ARTICLE 12. Intellectual Property Ownership 9-10

ARTICLE 13. Assignment and Subcontracting 10-11

ARTICLE 14. Contract Changes 11

ARTICLE 15. Termination 11-12

ARTICLE 16. Default 12-13

ARTICLE 17. Suspension 13

ARTICLE 18. Liquidated Damages 14

ARTICLE 19. Force Majeure 14

ARTICLE 20. Governing Law and Resolution of Disputes 14-16

ARTICLE 21. Applicable Laws 16

ARTICLE 22. Miscellaneous Provisions 16

ARTICLE 23. Execution 16

ARTICLE 24. Notices 17

THIS AGREEMENT is made by and between the County of Rockland ("County"), a municipal corporation of the State of New York, having its principal offices at 11 New Hempstead Road, New City, NY 10956, and the person or entity ("Vendor") identified on the attached hereto Agreement Face Page ("Face Page").

The County wants to obtain the services detailed in the attached hereto Schedule A and the Request for Bids ("RFB"), Request for Proposals ("RFP"), Sole Source Number ("SSN"), or Request for Competitive Offers ("RFCO") as applicable ("Services"). This Agreement comprises the Face Page, Standard Terms, and all schedules, attachments, and riders as checked off on the Face Page.

The parties agree as follows:

1. **TERM.** The term of this Agreement is stated on the Face Page ("Term"). If the Face Page indicates applicable option renewal term(s), the County may exercise such renewal term(s) for the specified duration and number of times as stated on the Face Page and at its sole discretion by notifying the Vendor in writing at least thirty (30) days prior to the expiration of the then-current Term.

2. **STATEMENT OF WORK AND SERVICES.** The Vendor shall have the overall responsibility to provide and furnish all materials, equipment, tools, and labor necessary to complete the Services stated in Schedule A and in accordance with the terms of this Agreement.

3. **PAYMENT.**

(A) The County shall pay the Vendor an amount not to exceed the sum stated on the Face Page, in accordance with the attached Schedule B, for full, complete satisfactory performance of the Services.

(B) Non-Appropriation. This Agreement shall not be effective unless the monies to be paid for this Agreement by the County are appropriated in the County's budget.

(i) If funds are not appropriated for this Agreement, this Agreement shall terminate at the end of the last fiscal year for which funds were appropriated. The County shall notify the Vendor in writing of any such non-allocation of funds at the earliest possible date.

(ii) The Vendor agrees that neither this Agreement nor any representation by the County creates any obligation to appropriate or make monies available for this Agreement.

(C) Third-Party Funding Reservation of Rights. The County monies provided to the Vendor under this Agreement may be based upon or subject to funding statements or actual funds provided to the County from New York State Government or the Federal Government, either directly or by reimbursement. The County retains the right and discretion to adjust payments of the County funds to the Vendor, based on the actual amounts the County receives or is to receive from the New York State Government or the Federal Government.

(D) Refunds for Overpayments.

(i) If a review of claims and payments to the Vendor by the County reveals that the amount received by the Vendor for the Services exceeds the amount due under Schedule B for the provision of the Services or if the Services were not provided in accordance with the requirements of this Agreement or the law, the County shall notify the Vendor of the exact amount the Vendor owes to the County for the overpayments.

(ii) Immediately, or for a good cause shown to the County no later than thirty (30) days after the notification date, the Vendor shall refund the County by check made payable to the County the amount due for such overpayment.

(iii) If the Vendor fails to refund the overpayment amount due to the County under this Agreement or any other agreement with the County, the County may, at its discretion, deduct and withhold payments due to the Vendor, either in installments or in one lump sum, for the provided Services until such time that the Vendor has made all payments due to the County under this Agreement or any other agreement with the County.

(iv) The Vendor's obligations under this section 3(D) shall continue beyond and survive the expiration or termination of this Agreement.

(E) Approval of Federal, State, or Local Requirements.

(i) Limitation of Liability. Notwithstanding any other provisions of this Agreement, where the approval and standards of any federal, state, or local agency, authority, commission, or body, providing funding or reimbursement, in whole or in part, for the Services is required, the County shall not be liable for any payment or compensation to the Vendor until the Services rendered by the Vendor meet such approval or standards.

(ii) Deduction for Failed Application for Revenue. If the Federal Government, State Government, or other entity upon whom the County relies for revenue for the payment of obligations under this Agreement fails

to approve any grant, aid, or reimbursement to the County due to any act or failure to act by the Vendor, the County reserves the right to deduct and withhold such amount from any future amount due to the Vendor under this Agreement or any other Agreement with the County.

(iii) Assistance in Obtaining Funding. The Vendor shall provide all reasonable assistance to the County, including providing such information and executed documents or certifications as may be required to aid the County in obtaining grants, aid, or reimbursement usable by the County for payments to the Vendor under this Agreement. If the Vendor fails to cooperate in processing claims for payment by Medicaid, or any other third-party payer, resulting in the disallowance of such claim, the County may deduct and withhold such amount that has not been reimbursed from any monies due to the Vendor.

(F) Disallowance. Should the state, federal, or any other governmental agency required to approve the funding or expenditures under this Agreement disallow any of the Vendor's expenditures, the Vendor shall hold harmless and indemnify the County and all other applicable governmental agency for the total amount of such disallowance. If the County must make the reimbursement to the Federal Government or State Government as a result of a disallowance, the County shall have the right to withhold any future payments to the Vendor to recoup the amount of such disallowance reimbursement and retain all other remedies provided by law.

(G) Property Tax Escrow.

(i) Under the County Executive Order 3 of 2015, if at the time of the execution or during the Term of this Agreement the Vendor comes to owe or owes property taxes to the County, the County shall hold all payments due under the Agreement, as they become due, in a non-interest-bearing account. Unless prohibited by law, the monies due from the County shall be held until the Vendor pays in full all property taxes, including all accrued penalties and interest owed to the County. Upon the Vendor's payment in full of all property taxes due to the County, including all accrued penalties and interest, all held funds will be paid to the Vendor as soon as practicable.

(ii) The County shall notify the Vendor upon determining to hold payments. At the Vendor's request, the County shall provide an accounting of held funds once per calendar month at a maximum.

(iii) The held funds may be applied towards any payment that fully satisfies all outstanding Vendor's County property tax debts, including all accrued penalties and interest. If the County holds an auction to satisfy the Vendor's property tax debt, and upon the closing of the sale after the auction, there remains a deficiency, the County shall apply the held funds to such deficiency, but no more than necessary to make the County whole. The County shall pay the Vendor all remaining amounts of the held funds as soon as practicable.

(iv) The remedy under this section 3(G) shall not be deemed a waiver of any other remedy available to the County or bar other means of collecting the property tax debt due to the County.

(H) This Agreement is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County is pledged to the payment of any amount due or to become due under this Agreement.

4. **ORDER OF PRECEDENCE.** Any inconsistency in this Agreement between the Face Page, the Standard Terms, schedules, attachments, or riders shall be resolved by giving precedence to the Face Page and the Standard Terms for Contract; provided, however, if any of the attachments or riders contain more stringent terms than the Standard Terms, then the more stringent terms shall be controlling.

5. **VENDOR'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATIONS.**

(A) The Vendor represents and warrants that:

(i) its execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on its part;

(ii) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement;

(iii) once executed and delivered, this Agreement will constitute its legal, valid, and binding obligation, enforceable in accordance with the terms of this Agreement;

(iv) it, its employees, agents, and subcontractors possess the experience, knowledge, and skills necessary to perform the Services and have, and shall maintain in good standing, the requisite federal, state, and local licenses, permits, registration, certifications, as applicable, and all other qualifications necessary to perform the Services competently; and

(v) the Copyright Materials (as defined in subsection 12(A)(i) below):

(a) are wholly original materials not published elsewhere (except for materials in the public domain);

(b) do not violate any copyright laws;

(c) do not constitute defamation or invasion of the right of privacy or publicity; and

(d) are not an infringement, of any kind, on the rights of any third party.

(e) To the extent the Copyright Materials incorporate any non-original material, the Vendor represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such non-original material in connection with this Agreement and will provide copies of such permissions and clearances to the County upon execution of this Agreement.

(B) MacBride Fair Employment Principles. In accordance with and to the extent required by § 140-3.7 of the Procurement Policy, the Vendor certifies that the Vendor and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in this Agreement and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Vendor either have no business operations in Northern Ireland or shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of the compliance with such principles. This provision is a material condition of this Agreement.

(i) The MacBride Fair Employment Principles do not apply if the Vendor is a not-for-profit corporation.

(C) International Boycott. The Vendor certifies that the Vendor and any individual or legal entity in which the Vendor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that has a ten percent (10%) or greater interest in this Agreement does not engage in any boycott, divestment and sanctions activities in violation of the provisions of the Federal Export Administration Act of 1979, as in effect at any given time, 50 U.S.C. Appendix §§ 2401 *et seq.* ("Export Administration Act of 1979"), or the United States Department of Commerce regulations promulgated thereunder. This provision is a material condition of this Agreement.

(i) Upon the final determination by the United States Department of Commerce or any other agency of the United States as to, or conviction of, the Vendor or a substantially-owned affiliated company of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979 or the regulations promulgated thereunder, the Director of Purchasing may at their discretion render forfeit and void this Agreement.

(D) Gratuities and Kickbacks.

(i) It shall be unethical for the Vendor or its officers, employees, agents, subcontractor, and assignees to offer, give, or agree to give any current or former County employee or for any current or former County employee to solicit, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contractor or subcontractor, or any solicitation or proposal therefor.

(ii) It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated with them as an inducement for the award of a subcontract or order.

(E) The Vendor, by signing this Agreement, warrants and represents that this Agreement has not been solicited, secured, or prepared directly or indirectly in a manner contrary to the laws of the State of New York and the County of Rockland and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of the Agreement by any conduct including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

6. RECORDS, REPORTS, INSPECTIONS, AND AUDITS.

(A) Books and Records.

(i) The Vendor shall establish and maintain complete and accurate separate books, records, documents, accounts, and other evidence, electronic or hard copy, pertinent to performance under this Agreement (collectively, "Records").

(ii) The Vendor shall utilize accounting procedures and practices per GAAP (Generally Accepted Accounting Practices) and the County recordkeeping requirements, with each transaction documented and properly reflecting all direct and indirect costs of any nature expended in the performance of this Agreement.

(B) Retention of Records.

(i) The Vendor agrees to retain the Records for the balance of the calendar year in which they were made plus six (6) additional years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by law whichever is later. The County and any other person or entity authorized to conduct an examination, as well as the department(s) or agencies involved in this Agreement, shall have access to the Records during regular business hours at the Vendor's office within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within Rockland County, for the term specified above for inspection, auditing, and copying.

(ii) The County is subject to the requirements of the New York State Freedom of Information Law ("FOIL") Article 6 sections 84-90. The Vendor shall assist and cooperate with the County, at no cost or expense to the County, to enable the County to comply with its Records disclosure obligations under FOIL relating to this Agreement. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under section 87 of Article 6 of FOIL ("Statute") provided that:

(a) the Vendor shall timely inform an appropriate County official, in writing, that said records should not be disclosed;

(b) said records shall be sufficiently identified; and

(c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

(iii) No compensation or fee for the Services will be due or paid to the Vendor unless or until all financial statements, or such other documents or information concerning the performance of this Agreement, are provided upon the County's demand.

(C) Inspections. The County shall have the right to have the County representatives present to observe the Services. If observation of particular services or activity would constitute a waiver of a legal privilege or violate the law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics, or other similar code governing the provision of a profession's services in the New York State, the Vendor shall promptly inform the County. Such restriction shall not be used to prevent the County representatives from inspecting the provision of Services in a manner that allows the County representatives to ensure that the Services are being performed in accordance with this Agreement.

(D) Audit. This Agreement and the Records, including all vouchers and invoices presented for payment and the related documents upon which such vouchers and invoices are based, are subject to audit by the County, the State of New York, the federal government, and other persons duly authorized by the County. Audits may include examining and reviewing the source and application of all funds from the County, state, Federal Government, or otherwise. The Vendor shall not be entitled to the final payment under this Agreement until the Vendor has complied with this section 6(D) requirement. Failure to submit to such audit shall be deemed a material breach of this Agreement.

(E) Reports. Upon request, the Vendor shall submit to the County, within ten (10) business days, statistical, financial, and other reports related to the performance of this Agreement. This Article 6 shall survive the termination or expiration of this Agreement, or the date of the last payment tendered, whichever occurs latest, by six (6) years.

7. INDEMNIFICATION.

(A) Indemnification. The Vendor agrees to the fullest extent permitted by law to defend, indemnify and hold harmless the County, including its officials, employees, and volunteers, from and against all claims, including appeals (even if the allegations of the claim are meritless), judgments for damages concerning any injuries, including mental anguish, or death to any person or damage to any property, and costs and expenses to which the County or its officials, employees, or volunteers may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Vendor or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or the failure to comply with the law or any of the requirements of this Agreement. If the facts or law relating to any of the preceding would preclude the County or its officials, employees, and/or

volunteers from being fully indemnified by the Vendor, the County, its officials, employees, and volunteers shall be partially indemnified by the Vendor to the fullest extent permitted by law.

(B) Infringement Indemnification. The Vendor agrees to the fullest extent permitted by law to defend, indemnify and hold harmless the County, including its officials, employees, and volunteers, from and against all claims, including appeals (even if the allegations of the claim are meritless and regardless of whether or not the alleged claim arises out of compliance with the Services), judgments for damages, and costs and expenses to which the County or its officials, employees and volunteers may be subject to or may suffer or incur arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any other property or personal right of any third party by the Vendor or its employees, agents, or subcontractors in the performance of this Agreement. If the facts or law relating to any of the preceding would preclude the County or its officials, employees, or volunteers from being fully indemnified by the Vendor, the County, its officials, employees, and volunteers shall be partially indemnified by the Vendor to the fullest extent permitted by law.

(C) Actions by or Against Third Parties. If any claim is made or any action brought in any way relating to this Agreement other than an action between the County and the Vendor, the Vendor shall diligently render to the County without additional compensation all assistance that the County may reasonably require of the Vendor in connection to such claim or action.

(D) Payments Withheld. If any claim is made or any action is brought against the County for which the Vendor may be required to indemnify the County under this Agreement, the County shall have the right to withhold further payments under this Agreement for set-off in sufficient sums to cover the said claim or action.

(i) The County may, at its option, withhold for purposes of set-off any monies due to the Vendor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Vendor or to the amount of any overpayment to the Vendor concerning this Agreement.

(E) Insurance Set-off. The County shall not impose a set-off if an insurance company that provided insurance under Schedule C has accepted the County's tender of the claim or action without a reservation of rights. At its own discretion, the County reserves the right to set off any Vendor's applicable deductible or self-insured retention.

(F) The County's rights and remedies provided in sections 7(D) and 7(E) above are not exclusive and are additional to any other rights and remedies provided by this Agreement or law.

(G) The Vendor's obligation to indemnify, defend and hold harmless the County and its officials, employees, and volunteers shall not be limited in any way by the Vendor's obligations to obtain and maintain insurances required by Schedule C or adversely affected by any failure on the part of the County or its officials or employees to avail themselves of the benefits of such insurance.

(H) The Vendor shall report to the County in writing within three (3) business days of the initiation by or against the Vendor of any legal action or proceeding relating to this Agreement.

(I) The indemnification provisions of this Article 7 are for the protection of the County, including its officials, employees, and volunteers, and shall not establish, by themselves, any liability to third parties; the provisions shall survive the termination of this Agreement.

8. INSURANCE.

(A) At its sole cost and expense, the Vendor shall maintain the types of insurance if and as indicated in attached hereto Schedule C and, if applicable, Attachment A (with the minimum limits and special conditions specified) at all times during the Term including any applicable guaranty period. All insurance shall meet the requirements outlined in Schedule C and this Article 8 except for the insurance coverage waived by Attachment A if any. Whenever it is indicated the insurance coverage has to be "at least as broad" as a specified form (including all ISO forms), there is no obligation for that specific ISO form to be used, provided the Vendor can demonstrate the alternative form or endorsement contained in its insurance policy provides coverage at least as broad as the specified form.

(B) The policies and policy endorsements shall provide that the insurance shall not be canceled or terminated without thirty (30) days prior written notice to the County.

(C) The limits of coverage for all types of insurance required by Schedule C, including for the County, including its officials, employees, and volunteers, as additional insured, shall be the greater of the minimum limits

stated in Schedule C or the limits provided to the Vendor as named insured under all primary, excess, and umbrella policies of that type of coverage.

(D) Proof of Insurance. For each insurance policy required by Schedule C, the Vendor shall submit to the County within ten (10) calendar days of the award or signing of this Agreement, whichever occurs first, proof of insurance in acceptable form as detailed on Schedule C and, where applicable, proof that the County, including its officials, employees, and volunteers is named as an additional insured.

(E) Notices.

(i) Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under any of the insurance policies required by Schedule C, the Vendor shall provide the insurance carrier with timely notice thereof on behalf of the County ("Notice"). Notice shall be given even if the Vendor may not be covered under such insurance policy if this Agreement requires the County to be named an additional insured (*e.g.*, where one of the Vendor's employees was injured). The Notice shall expressly specify that "this notice is being given on behalf of the County of Rockland, including its officials, employees, and volunteers, as additional insured," and contain the following information to the extent known by the Vendor: the insurance policy number; the named insured's name; the date and location of the damage, occurrence, or accident; the identity of the persons or property injured, damaged, or lost; and all other pertinent information known to the Vendor at the time of providing such Notice.

(a) The Vendor shall concurrently send a copy of such Notice to the County of Rockland, Department of Insurance, 50 Sanatorium Rd, Bldg. A Room 724, Pomona, NY 10970.

(ii) If the Vendor receives notice or has knowledge from an insurance carrier or another person that any insurance policy required by Schedule C shall expire or be canceled or terminated for any reason, the Vendor shall immediately forward a copy of such notice, or if no notice is available, provide its own notice, to the County as required in Article 24.

(iii) The Vendor's failure to comply with the Notice requirements stated in section 8(E) shall result in the Vendor indemnifying the County, including its officials, employees, and volunteers, for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising out of insurer's disclaimer of coverage based on late or lack of Notice by or on behalf of the County.

(F) At any time that any insurance required by Schedule C is not in effect, the Vendor shall be in material breach of this Agreement. Such material breach shall not be waived or excused by any action or inaction by the County at any time. The County will be entitled to liquidated damages of One Thousand Dollars ($1,000.00) per calendar day for the period that any one or more of the required insurance coverages are not in effect.

(G) Insurance coverage in the minimum amounts required by Schedule C shall not relieve the Vendor or its subcontractors of any liability under this Agreement, nor shall it preclude the County from exercising any rights or taking such other actions available to it under any other provisions of this Agreement or law.

(H) The Vendor waives all rights against the County, including its officials, employees, and volunteers, for any damages or losses that are covered under any insurance required by Schedule C or any other insurance applicable to the Vendor's and its subcontractors' operation in connection with this Agreement, regardless if such insurance is actually procured or claims are paid thereunder.

(I) The Vendor shall require its subcontractors to maintain insurance in connection with performance under this Agreement and requires such subcontractor to list the Vendor as an additional insured under such insurance, and shall ensure that the subcontractor's insurance contains an additional insured endorsement listing the "County of Rockland, including its officials, employees, and volunteers, as an additional insured" with coverages at least as broad as required of the Vendor by Schedule C.

9. PROTECTION OF COUNTY PROPERTY AND OTHER PRECAUTIONS.

(A) The Vendor assumes the risk of and shall be responsible for any loss or damage to the County's property, including property and equipment leased by the County, used in the performance of this Agreement, where such loss or damage is caused by negligence, any tortious act, or failure to comply with the provisions of this Agreement or of law by the Vendor, its officers, employees, agents, and subcontractors.

(B) The Vendor shall take all reasonable precautions to protect all persons and the property of the County and others from injury, damage, and loss resulting from the Vendor's and its subcontractors' performance of the Services.

10. LABOR PROVISIONS.

(A) Independent Vendor Status. The Vendor and the County agree that the Vendor is an independent contractor and not a County employee, subsidiary, affiliate, division, department, agency, office, or unit. Accordingly, the Vendor and its employees, officers, and agents shall not, because of this Agreement or any performance under or in connection with this Agreement, assert the existence of any relationship or status on the part of the Vendor concerning the County that differs from or is inconsistent with that of an independent contractor.

(B) Employees and Subcontractors. All persons employed by the Vendor and all the Vendor's subcontractors, including, without limitation, consultants and independent contractors that are retained to perform Services, are neither employees of the County nor under contract with the County. The Vendor, not the County, is responsible for their work, direction, compensation, and personal conduct while the Vendor is engaged under this Agreement. Nothing in this Agreement, and no entity or person's performance under or in connection with this Agreement, shall create any relationship between the County and the Vendor's employees, agents, subcontractors, or subcontractor's employees or agents, including without limitation, a contractual relationship, employer-employee relationship, or quasi-employer/quasi-employee relationship, or impose any liability or duty on the County on account of the acts, omissions, liabilities, rights or obligations of the Vendor, its employees or agents, its subcontractors, or its subcontractors' employees or agents; or for taxes of any nature; or any right or benefit applicable to an official or employee of the County or any Vendor's officer, agent, or employee, or any other entity.

(C) Removal of Individuals Performing Work. The Vendor shall not have anyone perform the Services who is not competent, faithful, skilled, and where required by law, licensed and certified in the work they shall be employed. Whenever the County shall inform the Vendor that any individuals in the County's opinion are incompetent, unfaithful, or unskilled, such individual shall no longer perform the Services.

(D) Minimum Wage. Except for those employees whose minimum wage is required to be fixed per New York Labor Law §§ 220 or 230, all persons employed by the Vendor in the performance of the Services shall be paid, without subsequent deduction or rebate, unless expressly authorized by law, not less than the minimum wage prescribed by law.

(E) Unlawful Discrimination in the Provision of Services. The Vendor, its employees, agents, and subcontractors, in its performance of the Services, shall strictly adhere to Title VII of the Civil Rights Act, and the New York State Executive Law Article 15 Human Rights Law, by not unlawfully discriminating against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, partnership status, marital status, disability (as defined in the Americans With Disabilities Act of 1990), presence of a service animal, race, color, national origin, alienage, citizenship status, or military status, or any other class of individuals protected by law from discrimination in public accommodations.

11. CONFIDENTIALITY.

(A) Definitions. For the purposes of this Article 11, the below terms shall have the prescribed meaning.

(i) "**Confidential Information**" means all material and information, whether written, oral or electronic, received by the Vendor from or through the County or any other person connected with the County or developed, produced, or obtained by the Vendor in connection with the performance of the Services, including samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications, and other documents in draft or final form, and any documentation or data relating to the results of any investigation, testing, sampling in a laboratory or other analysis and all conclusions, interpretations, recommendations, and comments relating to it.

(ii) "**Breach of Security**" shall mean the unauthorized disclosure or use by an employee or agent of the Vendor or the unauthorized possession by someone other than an employee or agent of the Vendor of the Confidential Information. Good faith or inadvertent possession of any Confidential Information by any employee or agent of the Vendor for the legitimate purposes in connection with this Agreement, and good faith or legally mandated disclosure of any Confidential Information by any employee or agent of the Vendor for the legitimate purposes in connection with this Agreement shall not constitute a breach of security.

(B) Ownership of Confidential Information.

(i) All Confidential Information, including all copies thereof, is the exclusive property of the County regardless of whether it is delivered to the County. The Vendor shall promptly deliver Confidential Information and all copies thereof to the County upon request.

(ii) To the extent that copies of Confidential Information are authorized by the County to be retained by the Vendor, they shall be kept in accordance with Article 6 above.

(C) The Vendor shall hold the Confidential Information confidential, both during the Term and after the completion or termination of this Agreement. The Vendor shall maintain the confidentiality of the Confidential Information as required by section 11(G) and by using a reasonable degree of care, at least the same degree of care that the Vendor uses to preserve the confidentiality of its own confidential information. The Vendor shall not make available the Confidential Information to any person or entity without the prior written approval of the County.

(D) The Vendor shall restrict access to Confidential Information to persons who have a legitimate work-related purpose to access the Confidential Information. The Vendor shall instruct its officers, employees, and agents to maintain the confidentiality of the Confidential Information.

(E) The obligation under section 11(C) to hold Confidential Information confidential shall not apply where the Vendor is legally required to disclose Confidential Information by a subpoena, court order, or otherwise ("Disclosure Demand"), provided that the Vendor complies by:

(i) providing advance written notice to the County that it received a Disclosure Demand to disclose the Confidential Information; and

(ii) if requested by the County, not disclose such Confidential Information until the County has exhausted its legal rights, if any, to prevent disclosure of all or a portion of the Confidential Information.

(iii) The previous subsection shall not apply if the Vendor is prohibited by law from disclosing the Disclosure Demand for such Confidential Information to the County.

(F) The Vendor shall provide notice to the County within two (2) calendar days of the Vendor discovering any Breach of Security of any data, encrypted or otherwise, in use by the Vendor that contains Confidential Information, where such Breach of Security arises out of the acts or omissions of the Vendor, its employees, subcontractors, or agents. Upon discovering such a Breach of Security, the Vendor shall take reasonable actions to remediate the cause(s) of such Breach of Security and notify the County of such actions. In the event of Breach of Security, without limiting any other right of the County, the County shall have the right to withhold further payments under this Agreement for set-off in sufficient sums to cover the costs of:

(i) notifications and other actions mandated by any law, or administrative or judicial order, to address the breach, including any fines and disallowances imposed by the state or federal government as a result of the Breach of Security; and

(ii) credit monitoring services for the victims of the Breach of Security by a national credit reporting agency and other commercially reasonable preventative measures.

(G) The Vendor shall keep all Confidential Information in a secure location within the Vendor's offices. If the Confidential Information is in an electronic format, it shall be password protected, encrypted if feasible, and protected using measures at least as broad as the Vendor's measures to protect its own confidential information.

(H) The County shall have the right, but not the obligation, to enter the Vendor's offices to confirm that the Vendor has made the necessary arrangements to keep Confidential Information secure. No inspection or failure to inspect by the County shall relieve the Vendor of the responsibility for complying with this Article 11.

(I) The Vendor shall notify the County immediately upon receipt by the Vendor of any request by anyone other than the County or any inquiry related to Confidential Information. The Vendor is not prohibited from disclosing portions of Confidential Information if and to the extent that:

(i) such portions have become generally available to the public other than by any act or omission of the Vendor; or

(ii) disclosure of such portions is required by subpoena, warrant, or an order from a court of competent jurisdiction. However, if anyone other than the County requests all or a portion of Confidential Information, the Vendor shall oppose such request and cooperate with the County in obtaining a protective order or another appropriate remedy unless and until the County in writing waives compliance with the provisions of this paragraph or

determines that disclosure is legally required. If such protective order or other remedy is not obtained or if the County waives compliance with this paragraph or determines disclosure is legally required, the Vendor shall disclose only such portions of the Confidential Information that, in the opinion of the County, the Vendor is legally required to disclose. The Vendor shall use its best effort to obtain from the party to whom Confidential Information has been disclosed a written assurance that confidential treatment will be given to such portions of disclosed Confidential Information to the extent permitted by law.

(iii) At the written request of the County, the Vendor shall obtain from each of its subcontractors and each officer, director, agent, or employee of the Vendor or its subcontractor a Confidentiality Agreement running to the benefit of the County, substantively identical to this paragraph, before the performance of the Services.

(J) In the event of a breach of this Article 11, the County may seek damages for the disclosure of Confidential Information. In the alternative, at the County's sole option, the County may seek liquidated damages in the amount of One Thousand Dollars and Zero Cents ($1,000.00) for each document or record containing Confidential Information that the Vendor has improperly disclosed.

(K) The Vendor's obligations and those of its employees, agents, subagencies, successors, and assigns under this Article 11 shall survive the completion of the Services or the expiration or termination of this Agreement.

12. INTELLECTUAL PROPERTY OWNERSHIP.

(A) Copyrights and Ownership of Work Product.

(i) All reports, documents, data, photographs, deliverables, and other materials produced in connection with the Services ("Copyright Materials"), and all drafts and other preliminary materials in all formats related to such items, shall upon their creation become the County's property exclusively unless a Copyrights and Ownership of Work Product Rider is attached to this Agreement, in which case the modified terms of such Rider shall take precedence over the terms of this Article 12 to the extent specified in the Rider.

(ii) All Copyright Materials shall be considered "work made for hire" as defined in § 101 of the United States Copyright Act, 17 U.S.C. § 101. The County shall be the copyright owner of the Copyright Materials and all aspects, elements, and components thereof which are covered by the copyright protection. To the extent the Copyright Materials do not qualify as "work made for hire," the Vendor hereby irrevocably transfers, assigns, and conveys to the County the exclusive copyright ownership in and to the Copyright Materials, free and clear of any liens, claims, or other encumbrances. The Vendor agrees not to retain copyright or intellectual property interest in the Copyright Materials. The Copyright Materials shall be used by the Vendor only in the performance of this Agreement unless the Vendor obtains written permission from the County for another use of the Copyright Materials. The County may grant the Vendor a license to use the Copyright Materials on terms as determined by the County and outlined in the license.

(iii) The Vendor acknowledges that the County may, in its sole discretion, register copyright in the Copyright Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Vendor shall fully cooperate in this effort and agrees to provide all documentation necessary to accomplish such registration.

(iv) If this Agreement is funded with federal or state funds as indicated on the Face Page, the Federal and State Government reserves a royalty-free, non-exclusive, irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, for Federal or State Government purposes, the Copyright Materials.

(v) If the Vendor publishes any material that concerns any aspect of the Services performed, the County shall have a royalty-free, non-exclusive, irrevocable license to reproduce, publish, or otherwise use such material for County governmental purposes.

(B) Patents and Inventions. The Vendor shall promptly and fully report to the County any discovery or invention arising out of or developed in the course of performance of this Agreement. If this Agreement is funded with federal or state funds as indicated on the Face Page, the Vendor shall promptly and fully report to the federal government for the federal government to determine whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered to protect the public interest.

(C) Pre-Existing Rights. In no case shall paragraphs (A) and (B) above apply to or prevent the Vendor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or

other material in connection with or produced pursuant to this Agreement that existed before or was developed or discovered independently from the activities directly related to this Agreement.

(D) Antitrust. The Vendor hereby assigns, sells, and transfers to the County all rights, title, and interests in and to any claims and causes of action arising under the antitrust laws of the State of New York and the United States relating to the Services.

13. ASSIGNMENT AND SUBCONTRACTING.

(A) Assignment.

(i) The Vendor must not assign, transfer, convey or otherwise dispose of in this Agreement, or the right to execute it, or the right, title, or interest in or to it or any part of it, or assign, by the power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the County. Any such assignment, transfer, conveyance, or other disposition shall be deemed void without prior written consent.

(ii) Before entering into such assignment, transfer, conveyance, or other disposals of this Agreement, the Vendor shall submit to the County a written request for approval providing the name and address of the proposed assignee. Upon request of the County, the Vendor shall provide information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, experience, and financial resources ("Qualifications") to perform the Services in accordance with the terms and conditions of this Agreement. The County shall make a final determination in writing, approving or disapproving the proposed assignee after receiving all requested information ("Assignee Approval").

(iii) Failure to obtain the Assignee Approval may result in the revocation and annulment of this Agreement at the option of the County. The County shall thereupon be relieved and discharged from any further liability and obligation to the Vendor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as necessary to pay the Vendor's employees.

(iv) At the County's sole discretion, this Agreement may be assigned, in whole or in part, by the County to any corporation, agency, or instrumentality having authority to accept such assignment. The County shall provide the Vendor with written notice of any such assignment.

(B) Subcontracting.

(i) The Vendor may subcontract a portion of the Services, provided that no more than fifty percent (50%) percent of the Services shall be cumulatively subcontracted, as follows:

(a) Approval when the subcontract is less than $10,000.00. The County hereby grants approval for all subcontractors providing the Service under a subcontract with the Vendor in an amount that does not exceed Ten Thousand Dollars and Zero Cents ($10,000.00) of the total compensation due under the Agreement. Upon County's request, the Vendor must submit reports to the County listing all such subcontractors.

(b) Approval when the subcontract is greater than $10,000.00. The Vendor shall not enter into any subcontract for an amount greater than Ten Thousand Dollars and Zero Cents ($10,000.00) of the total compensation due under the Agreement without the prior approval of the subcontract by the County.

1. Before entering into any subcontract for an amount greater than Ten Thousand Dollars and Zero Cents ($10,000.00) of the total compensation due under the Agreement, the Vendor shall submit a written request for the approval of the proposed subcontractor to the County giving the name and address of the proposed subcontractor, the portion of the Services that the subcontractor is to perform, and the estimated cost of the proposed subcontract. If the subcontractor provides professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available, the Vendor shall submit proof of such relevant insurance as required by Schedule C.
2. Upon receipt of the information required above, the County, at its discretion, may grant or deny preliminary approval for the Vendor to contract with the subcontractor to perform a portion of the Services.

(c) The County shall notify the Vendor within thirty (30) days whether preliminary approval has been granted. If preliminary approval is granted, the Vendor shall provide such documentation as may be requested by the County to show that the proposed subcontractor has the Qualifications to perform the portion of the Services being subcontracted.

(ii) Upon receipt of all relevant documentation, the County shall notify the Vendor in writing whether the proposed subcontractor is approved. If the proposed

subcontractor is not approved, the Vendor may submit another proposed subcontractor unless the Vendor decides to do that portion of the Services itself. No subcontractor shall be permitted to perform the Services unless approved by the County.

(iii) All subcontracts must be in writing and contain provisions specifying that:

(a) The work performed by the subcontract must be in accordance with the terms of the Agreement between the County and the Vendor;

(b) Nothing contained in the agreement between the Vendor and the subcontractor shall impair the rights of the County; and

(c) Nothing contained in the agreement between the Vendor and the subcontractor or under the Agreement between the County and the Vendor shall create any contractual relationship between the subcontractor and the County.

(iv) The Vendor agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

(v) For determining the value of a subcontract according to paragraphs B(i)(a) and B(i)(b) above, all subcontracts with the same subcontractor shall be aggregated.

(vi) The County may revoke the approval of a subcontractor granted or deemed granted under section 13(B) if the revocation is deemed to be in the County's interest in writing with at least three (3) business days' notice unless a shorter period is in the County's best interest. Upon the effective date of such revocation, the Vendor shall cause the subcontractor to cease all work under the Agreement. The County shall not incur any further obligation for Services performed by such subcontractor under this Agreement beyond the effective date of the revocation. The County shall pay for the Services provided by the subcontractor in accordance with this Agreement before the effective date of revocation.

(vii) The County's approval of a subcontractor shall not relieve the Vendor of any of its responsibilities, duties, and liabilities under this Agreement. At the County's request, the Vendor shall provide the County a copy of the Vendor's contracts with its subcontractors performing the Services.

14. CONTRACT CHANGES.

(A) Any amendment or change to this Agreement shall not be valid unless made in writing and signed by the parties' authorized representatives. The Vendor deviates from the requirements of this Agreement without a duly approved and executed change order document or a written Agreement modification or amendment at its own risk.

(B) If any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of the Vendor's negligence or error, no additional compensation shall be paid to the Vendor for making such change. The Vendor shall be obligated to make such change at its own cost and expense.

15. TERMINATION.

(A) Termination for Convenience. The County may terminate this Agreement, in whole or in part, at any time by written notice per section 15(C) below to the Vendor when it is in the County's best interest. The Vendor shall be paid its costs, including contract close-out costs and profit on work performed up to the time of termination, after promptly submitting its termination reimbursement claim to the County. The County shall not be responsible for any further obligation under the Agreement incurred beyond the termination date set by the County. If the Vendor has any property in its possession belonging to the County, the Vendor will account for the same and promptly return it in the manner the County directs.

(B) Termination for Default. If the Vendor does not deliver supplies in accordance with the time frames detailed in this Agreement, or if the Vendor fails to perform the Services in the manner called for in the Agreement, or if the Vendor fails to comply with any material provisions of the Agreement, the County may terminate this Agreement for default. Sending a written notice of termination per section 15(C) below, hard copy or electronic, to the Vendor setting forth how the Vendor is in default shall effectuate termination. The Vendor will only be paid the contract price for supplies delivered and accepted and Services performed in accordance with the Agreement. If the County later determines that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Vendor, after setting up a new delivery of performance schedule, the County, may allow the Vendor to continue work, or deem the termination as a termination for convenience.

(i) The right to declare the Vendor in default shall be exercised by sending the Vendor written notice of the conditions of default, setting forth the ground(s) upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) calendar days from receipt of the Notice to Cure or any more extended period detailed in the Notice to Cure the default. The County may temporarily suspend the Services pending the outcome of the default proceedings.

(ii) If the conditions detailed in the Notice to Cure are not cured within the period stated in the Notice to Cure, the Director of Purchasing may declare the Vendor in default. Before the Director of Purchasing may exercise their right to declare the Vendor in default, the Director of Purchasing shall give the Vendor an opportunity to be heard upon at least five (5) business days' notice. The Director of Purchasing, at their discretion, may provide for such an opportunity to be heard in writing or in person. The opportunity to be heard shall not occur before the end of the cure period, but notice of such opportunity to be heard may be given before the end of the cure period and may be given contemporaneously with the Notice to Cure.

(iii) After the opportunity to be heard, the County may terminate this Agreement in whole or in part upon finding the Vendor in default.

(C) County's Procedures for Notifying the Vendor of Termination of the Agreement.

(i) Termination Notice. The County shall give the Vendor written notice of any termination of this Agreement specifying the applicable provision(s) under which the Agreement is terminated and the effective date of the termination ("Termination Notice"). Except as otherwise provided in this Agreement, the Termination Notice shall comply with Article 15 and Article 24.

(ii) Effective Date of Termination. The effective date of the termination shall not be less than five (5) calendar days from the date the Termination Notice is either sent by certified mail, return receipt requested, delivered by overnight or same-day courier service, or by email with receipt of such email acknowledged by the Vendor, or the date as the Director of Purchasing may determine, whichever date is earlier.

(iii) Termination in Part. If the County terminates this Agreement in part, the Vendor shall continue the performance of the Services to the extent not terminated.

(D) Termination Close-out Procedures. Upon termination of this Agreement, the Vendor shall comply with the County's close-out procedures ("Close-Out Procedures"), including but not limited to:

(i) Accounting for and refunding to the County, within thirty (30) calendar days, any unexpended funds which have been advanced to the Vendor under this Agreement;

(ii) Furnish within thirty (30) calendar days an inventory to the County of all equipment, appurtenances, and property purchased through or provided under this Agreement and performing all County directives concerning the disposition of such equipment, appurtenances, and property;

(iii) Turn over to the County or its designees all original or certified copies of books, records, documents, and material specifically relating to this Agreement that the County requests to be turned over;

(iv) Within ninety (90) calendar days, submit a final statement and report relating to the Agreement to the County. The final statement and report shall be made by a certified or licensed public accountant unless waived in writing by the County; and

(v) At the County's request, provide reasonable assistance to the County in transitioning to a new contractor.

(vi) This section 15(D) shall survive the termination of the Agreement until all Close-Out Procedures are deemed completed by the County.

16. DEFAULT.

(A) Vendor Default.

(i) The County shall have the right to declare the Vendor in default:

(a) Upon a breach by the Vendor of a material term or condition of this Agreement, including an unsatisfactory performance of the Services;

(b) Upon insolvency or the commencement of any proceeding by or against the Vendor, either voluntarily or involuntarily, under the United States Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Vendor for the benefit of creditors;

(c) If the Vendor refuses or fails to proceed with the Services when and as directed by the County;

(d) If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted

after the execution of this Agreement under any law of any of the following offenses:

1. a criminal offense incidental to obtaining or attempting to obtain or performing a public or private contract;
2. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
3. a criminal violation of any state or federal antitrust law;
4. a violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. §§ 1961 *et seq.*, or the Mail Fraud Act, 18 U.S.C. §§ 1341 *et seq.*, for acts in connection with the submission of bids or proposals for a public or private contract;
5. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
6. an offense indicating a lack of business integrity that seriously and directly affects the Vendor's responsibility as a County's vendor.

(e) If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(f) If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or a person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for the County or other municipal work.

(ii) The County shall exercise its right to declare the Vendor in default by sending the Vendor written notice of the conditions of default, signed by the Director of Purchasing, setting forth the ground(s) upon which default is declared ("Notice to Cure"). The Vendor shall have ten (10) calendar days from the receipt of the Notice to Cure or any more extended period detailed in such Notice to Cure for curing the default ("Cure Period"). The County may, at its discretion, provide for such opportunity to be in writing or in person. Such an opportunity to be heard shall not occur before the end of the cure period, but notice of such an opportunity may be given before the end of the Cure Period and may be given contemporaneously with the Notice to Cure.

(iii) After the opportunity to be heard, the County may terminate the Agreement in whole or in part upon finding the Vendor in default under section 16(A), in accordance with the provisions of section 15(C).

(B) After declaring the Vendor in default, the County may have the Services completed by means and in a manner, by contract with or without public letting or otherwise, as they may deem advisable in accordance with the applicable Procurement Policy rules. After such completion of the Services, the County shall certify the expense incurred in such completion, including the cost of re-letting. Should the expense of such completion, as certified by the County, exceed the total sum which would have been payable under the Agreement if the Vendor had completed the Services, any excess shall be promptly paid by the Vendor upon demand by the County. The excess expense of such completion, including all related and incidental costs, as so certified by the County and any liquidated damages assessed against the Vendor, may be charged against and deducted out of monies earned by the Vendor.

17. SUSPENSION.

(A) Suspension of the Agreement. In addition to the other powers detailed in this Agreement or by operation of law, the Director of Purchasing may suspend, in whole or in part, the Services whenever in their judgment, such suspension is warranted in the best interest of the County. If suspension of Services under this Article 17 occurs, the County shall pay for Services performed before the suspension date and for any obligation necessarily incurred by the Vendor on account of this Agreement before receipt of notice of suspension and becoming due during the suspension period, but not incur or pay any further obligation under this Agreement beyond the suspension date until such suspension is lifted.

(B) Notwithstanding any other provisions of this Agreement, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Vendor's breach of this Agreement, and the County may withhold payments to the Vendor for set-off in the amount of damages due to the County from the Vendor.

(C) The rights and remedies of the County provided in this Article 17 shall not be exclusive and are in addition to all other rights and remedies provided under this Agreement and by law.

18. LIQUIDATED DAMAGES. If any provision of this Agreement or if attached Schedule E includes liquidated damages for failure to comply with a provision of this Agreement, the sum indicated is fixed and agreed as the liquidated damages that the County will suffer because of such noncompliance. Because of the unique nature of the economic damages and losses that would be sustained under this Agreement where specified damages are used, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by the County in such circumstances. As a result, the Vendor acknowledges and agrees that in such circumstances:

(A) It would be impactable or extremely difficult to fix the actual damages to the County;

(B) Any sums that would be payable under this Agreement in such circumstances are stipulated by the Vendor to be in the nature of liquidated damages and not a penalty, and acknowledges and agrees to be fair, reasonable, and appropriate; and

(C) Such payment represents a reasonable estimate of compensation for a portion of the losses that may reasonably be anticipated from such failure and shall, without duplication, be the sole and exclusive measurement of monetary damages to the County with respect to such circumstances.

19. FORCE MAJEURE.

(A) Under this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Vendor, including fire, flood, earthquake, storm or other natural disasters, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Vendor ("Force Majeure Event").

(B) If the Vendor cannot comply with the terms of the Agreement, including any failure by the Vendor to make progress in the performance of the Services, due to a Force Majeure Event, the Vendor may ask the Director of Purchasing to excuse the nonperformance or terminate the Agreement. If the Director of Purchasing, in their discretion, determines the Vendor cannot comply with the terms of the Agreement due to a Force Majeure Event, the Director of Purchasing shall excuse the nonperformance and may terminate the Agreement per Article 15 above.

(C) If the County terminates the Agreement due to a Force Majeure Event, the following provisions apply:

(i) The County shall not incur or pay any further obligation under this Agreement beyond the termination date;

(ii) The County shall pay for Services performed in accordance with this Agreement before the termination date; and

(iii) The County shall pay in accordance with the terms of this Agreement any obligation necessarily incurred by the Vendor on account of this Agreement before receipt of notice of termination and becoming due after the termination date, provided that in no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Vendor and its landlord.

20. GOVERNING LAW AND RESOLUTION OF DISPUTES.

(A) Choice of Law. This Agreement shall be deemed to be executed in the County of Rockland and State of New York, regardless of the domicile of the Vendor, and shall be governed by and construed in accordance with the laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the laws of the United States, where appliable.

(B) Consent to Jurisdiction, Venue, and Forum Selection. The parties agree that all claims arising in connection with this Agreement shall be heard and litigated exclusively in the Supreme Court of the State of New York for the County of Rockland or the United States District Court for the Southern District of New York located in White Plains, County of Westchester, New York. The parties intend this choice of venue to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties concerning or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrines or to object to venue concerning any proceeding brought in accordance with this paragraph and stipulates that the state and federal courts mentioned above shall have in personam jurisdiction and venue over each of them to litigate any dispute, controversy or proceeding arising out of or related to this Agreement.

(i) Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this section 20(B) by certified mail, return receipt requested, postage prepaid, to its address as listed in Article 24(D) below.

(ii) Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

(iii) If the Vendor initiates any action in breach of section 20(B), the Vendor shall be responsible for and promptly reimburse the County for all the attorneys' fees incurred by the County in removing the action to a proper venue consistent with section 20(B).

(C) Resolution of Disputes. Except for disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the New York State courts) relating to proprietary rights in computer software, the Vendor, within ten (10) business days of finding out, shall submit all claims and disputes in writing to the Director of Purchasing, including, without limitation, breach of contract, mistake, misrepresentation, and other causes for modification or rescission, except bid protests, between the County and the Vendor that arise under, or by virtue of, this Agreement to be exclusively and fully resolved in accordance with the provisions of this section 20(C) and § 140-7.2 of the Procurement Policy. Timely submission of a claim under section 20(C) shall be a condition precedent to making such a claim.

(i) During the time any dispute is being presented, heard, and considered under this section 20(C), the Agreement terms shall remain in full force and effect and, unless otherwise directed by the County, the Vendor shall continue to perform the Services in accordance with this Agreement and as directed by the County. The Vendor's failure to continue performing the Services as directed shall constitute a waiver of all claims presented under this section 20(C) and be deemed a material breach of this Agreement.

(ii) County's Decision.

(a) The County shall examine the claim and, within twenty (20) business days or a more extended period as may be agreed upon between the parties ("Claim Review Timeframe"), issue in writing a decision stating the reason(s) for the determination reached. The County may seek such technical or other expertise as it deems appropriate, including the use of a neutral mediator, and require any such additional material from either or both parties as they deem appropriate.

(b) If the County does not issue a written decision regarding the submitted claim within the Claim Review Timeframe, the Vendor may proceed as if an adverse decision had been issued against the Vendor.

(iii) Finality of the County's Decision. The County's decision shall be final, conclusive, and binding on all parties unless, within five (5) calendar days from the date of receipt of the decision, the Vendor mails or delivers a written appeal to the County or commences an action in conformance with this Article 20.

(iv) Any termination, cancellation, or alleged breach of the Agreement before or during the pendency of any proceedings under this Article 20 shall not affect or impair the ability of the Director of Purchasing to make a binding and final decision in accordance with section 20(C).

(D) Dispute of Claims Not Subject to section 20(C). Any claim against the County for damages for breach of contract that is not subject to the dispute resolution under section 20(C) or the Procurement Policy shall not be made or asserted in any action unless the Vendor shall have strictly complied with all requirements relating to the giving of notice and information concerning such claims as provided in this Agreement.

(E) No action shall be instituted or maintained on any such claims unless such action is commenced within three (3) months after the final payment under this Agreement or within three (3) months of the termination or expiration of this Agreement, or within three (3) months after the accrual of the cause of action, whichever occurs earlier.

(F) No Claims Against Officials, Agents, and Employees. This Agreement is on behalf of the County. The Vendor shall not make any claim against the County's officials, agents, and employees in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

(G) Prejudgment Interest Tolled. The Vendor acknowledges and agrees that the County shall not be liable to pay any prejudgment interest to the Vendor in connection with this Agreement. The Vendor waives, rejects, disclaims, and surrenders all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, in connection with this Agreement. This section shall not apply to any claim for interest, including post-judgment interest if such application is contrary to applicable law. If the provisions of this section 20(G) are inapplicable or are determined to be invalid or unenforceable by a court of competent jurisdiction, the maximum annual rate of prejudgment interest payable by the County under this Agreement shall be, to the full extent permissible under applicable law, one-quarter of one percent (0.25%) simple interests (uncompounded).

(H) General Release. The Vendor's or its assignees' acceptance of the final payment under this Agreement, whether pursuant to an invoice, voucher, judgment of any court of competent jurisdiction, or any other administrative means, shall constitute and operate as a release by the Vendor and its assignees of the County from all claims of and liability to the Vendor of which the Vendor was aware or should have reasonably been aware, arising out of the performance of the Services based on actions of the County before such acceptance of final payment, except any disputes that are subject of pending dispute resolution procedures.

(I) No Waiver. Waiver either by the County or the Vendor of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of terms of the Agreement unless and until the same shall be agreed to in writing by the parties as detailed in Article 14.

21. APPLICABLE LAWS.

(A) Compliance With Laws. The Vendor shall perform all Services in accordance with all applicable laws as are in effect at the time the Services are performed.

(B) Procurement Policy. This Agreement is subject to chapter 140 of the laws of Rockland County, the Procurement Policy as in effect at any given time. If there is a conflict between the Procurement Policy and a provision of this Agreement, the Procurement Policy shall take precedence.

(C) Americans With Disabilities Act of 1990. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 *et seq.*, as in effect at any given time ("ADA") and regulations promulgated under it, see 28 CFR Part 35. In the performance of the Services, the Vendor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

(D) All Legal Provisions Deemed Included. Every provision required by law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

(E) Vendor's Activity. The Vendor's performance of the Services or any funds provided under this Agreement shall not include or be used for:

(i) any partisan political activity or any activity to further the election or defeat of any candidate for the public, political, or party, office; or

(ii) any religious worship, instruction, or proselytizing as part of or in connection with the Services.

(F) Fundraising. Under the Legislature of Rockland County Resolution No. 119 of 1992, whenever possible, all of the Vendor's fundraising affairs shall be included within the County's borders.

22. MISCELLANEOUS PROVISIONS.

(A) Merger. This written Agreement, including all of the attached hereto schedules, attachments, and riders, contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties or to modify any terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties per Article 14 above.

(B) Severability/Unlawful Provisions Deemed Stricken. If this Agreement contains any unlawful provision that is not an essential part of the Agreement and that was not controlling or material inducement to the making of this Agreement, such unlawful provision shall be deemed of no effect and shall, upon notice by either party, be considered to be stricken from the Agreement without affecting the binding force of the remainder of the provisions.

(C) Headings. Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

23. EXECUTION.

(A) Requirement for Signing. This Agreement shall be neither binding nor effective unless and until it is signed by the County Executive and, where required by law, approved by the Legislature of Rockland County.

(B) Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement.

(C) Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection with this Agreement may be electronically signed. Parties acknowledge and accept that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

24. NOTICES.

(A) The Vendor designates the physical and email addresses specified on the Face Page, and the County designates the addresses designated below as the places where all notices, directions, or communications from one such party to the other party shall be mailed and/or delivered. Either party may change its notice address at any time by executing a written notice with the other party, which shall be acknowledged by the other party and delivered to the other party in the manner consistent with this Article 24.

(B) Method of Delivery. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same-day courier service in a properly addressed envelope with confirmation; or (iv) sent by email and, unless the receiving party acknowledges receipt of the email by responding, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage prepaid envelope.

(C) Nothing in this Article 24 shall be deemed to serve as a waiver of any requirements for the service of notice or process in the commencement of an action or proceeding as provided by law, including the New York Civil Practice Law and Rules (CPLR).

(D) **To the County Attorney:**
Office of the County Attorney
County of Rockland
11 New Hempstead Rd, 3rd Floor
New City, NY 10956
email: cntyatty@co.rockland.ny.us

With a copy to:
Director of Purchasing
County of Rockland
50 Sanatorium Rd, Building A, 6th Floor
Pomona, NY 10970

(E) **To the Vendor:** As specified on the Face Page.

(END OF THE AGREEMENT'S STANDARD TERMS)

SCHEDULE A

STATEMENT OF WORK AND SERVICES

Schedule A

Law enforcement agency will conduct Impaired Driving Enforcement Services on one or all the occasions listed below. Which dates the agency selects from the occasions below is at the discretion of the Sheriff/Chief or his/her designee. However, enforcement conducted outside of the dates listed below, will not be considered for overtime reimbursement:

July 4th
Dates: July 1 - July 5, 2022

Labor Day
Dates: August 19 - September 5, 2022

Halloween
Dates: October 29 - November 1, 2022

Thanksgiving
Dates: November 23 - November 28, 2022

Holiday Season
Dates: December 16, 2022 - January 2, 2023

The law enforcement agencies may utilize sobriety checkpoint(s) and/or mobile patrol(s) dedicated solely for DWI enforcement. All impaired driving enforcement details must be completed within the County of Rockland. Agency's may collaborate with another law enforcement agency within Rockland County. Additionally, a law enforcement agency may collaborate with the Rockland County Sheriff's Department and arrange use of the Sheriff's Department's STOP-DWI van used for on-site processing.

The Rockland County STOP-DWI Department will provide reimbursement up to, but not to exceed $5,000, in Impaired Driving Enforcement overtime. This is not a grant; thus, it is not grant money. Reimbursement will be made by the County of Rockland STOP-DWI Department budget. Lastly, a participating agency must submit for reimbursement no later than 21 days after the last date of overtime was accrued or reimbursement will be denied.

SCHEDULE B

PAYMENT SCHEDULE

The Vendor shall not be entitled to any payment or monies unless the Services rendered and performed by the Vendor as outlined in the Agreement are acceptable to the County and the Agency(ies) identified on the Face Page. To request payment, the Vendor shall timely submit to the County's Department of Finance a properly completed invoice referencing the purchase order number. Invoices submitted without purchase order number references will not be processed.

***The checked box below indicates the applicable payment schedule.**

☑ DELIVERABLES AND MILESTONES

Subject to Article 3 of the Agreement, the County shall pay the Vendor for the deliverables and milestones stated in Schedule A above upon timely receipt and approval on an invoice by the County.

☐ PURCHASE ORDERS

Subject to Article 3 of the Agreement, the County shall pay the Vendor for the Services stated in Schedule A above on an as-needed basis by the County and Agency(ies) identified on the Face Page upon timely receipt and approval on an invoice by the County.

☐ STATE PASS-THROUGH FUNDS

Payment(s) shall be made only after a certified and signed voucher on the form approved and authorized by the County's Commissioner of Finance is submitted to and approved by the Commissioner of Finance, per the following schedule:

Agreement Amount	# of Payment(s)	Date of Payment(s)
Up to $10,000.00	One (1) Payment	March 31
Over $10,000.00	Four (4) Payments	February 1, April 1, July 1 and October 1

☐ OASAS STATE AID FUNDING[1]

The Vendor and its employees, agents, servants, subcontractors, and assignees agree to comply with the OASAS State Aid Funding Authorization Funding Requirements ("Funding Requirements") attached hereto as Attachment B. The Funding Requirements govern all New York State and Federal funding provided by OASAS. Any conflicts between the language in this Agreement and the Funding Requirements shall be resolved by giving the Funding Requirements precedence. Violation of the Funding Requirements may result in, among other things, the termination of the Agreement.

[END OF SCHEDULE B]

[1] If this payment schedule is selected, Attachment B, OASAS Funding Requirements, is included with this Agreement.

SCHEDULE C

INSURANCE REQUIREMENTS

I. GENERAL. The Vendor shall, at its own cost and expense, procure and maintain insurance to cover its work, Services, employees, owners, servants, and agents under the terms of Article 8 of the Agreement and as stated in this Schedule C.

II. VENDOR'S MANDATORY POLICIES AND MINIMUM COVERAGE LIMITS (only the policies checked off below):

- ☐ Commercial General Liability Insurance not less than $1,000,000.00 (One Million) for each occurrence, $1,000,000.00 (One Million) for Personal and Advertising Injury, and a general aggregate not less than $2,000,000 (Two Million) per project
- ☐ Automobile Liability Insurance not less than $1,000,000.00 (One Million) Combined Single Limit for each accident
- ☐ Excess Umbrella Liability Insurance not less than $1,000,000.00 (One Million) for each occurrence
- ☐ Excess Umbrella Liability Insurance not less than $5,000,000.00 (Five Million) for each occurrence
- ☐ Excess Liability Insurance not less than $10,000,000.00 (Ten Million) for each occurrence
- ☐ Sexual Abuse and Molestation Liability not less than $1,000,000.00 (One Million) for each occurrence
- ☐ Workers' Compensation and Employer's Liability Insurance per the statutory requirements of the New York State Workers' Compensation Law
- ☐ Disability Insurance per the statutory requirements of the New York State Disability Law
- ☐ Professional Liability Insurance, or Errors and Omissions Liability Insurance, or Malpractice, as applicable, not less than $1,000,000.00 (One Million) for each claim, or if not included on the excess umbrella, the limits shall equal $1,000,000.00 plus the required excess limit
- ☐ Data Breach, Cyber Liability, or Computer Tech Errors and Omissions Insurance not less than $2,000,000.00 (Two Million) per occurrence
- ☐ Product Liability Insurance
- ☐ All other insurance as required by law
- ☐ Waived by the County (as indicated in Attachment A)

III. REQUIREMENTS FOR THE ABOVE REQUIRED POLICIES AND COVERAGE.

A. Acceptable Insurance Carrier Ratings and Type of Coverage.

1. Unless otherwise stated in the Agreement, all insurance required by the Agreement must be:
   a) provided by companies that may lawfully issue such policies;
   b) insurance must have an AM Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or similar rating by another nationally recognized statistical rating organization acceptable to the County unless prior written approval is obtained from the County's Department of Insurance; and
   c) be primary (and non-contributing) to any insurance or self-insurance maintained by the County.

B. Workers' Compensation, Disability Benefits, and Employer's Liability Insurance.

1. If checked off in section II of this Schedule C, the Vendor shall maintain workers' compensation insurance, employer's liability insurance, and disability benefits insurance, in accordance with the law on behalf of, or regarding, all employees providing the Services.

2. Within ten (10) calendar days of the award of this Agreement or as otherwise specified by the County's Agency(ies) identified on the Face Page and as required by the New York State Workers' Compensation Law §§ 57 and 220(8), the Vendor shall submit proof of the Vendor's New York State workers' compensation insurance and disability benefits insurance (or proof of a legal exemption) to the County using one or more of the following applicable forms:
   a) **Form C-105.2**, Certificate of NYS Workers' Compensation Insurance;
   b) **Form U-26.3**, NY State Insurance Fund Certificate of Workers' Compensation Coverage;
   c) **Form SI-12**, Certificate of NYS Workers' Compensation Self-Insurance Coverage;
   d) **SIG-105.2**, Certificate of Participation in Workers' Compensation Group Board-approved Self-Insurance;
   e) **Form DB-120.1**, Certificate of Insurance Coverage under the NYS Disability and Paid Family Leave Benefits Law;
   f) **Form DB-155**, Certificate of Self-Insurance Coverage under the NYS Disability and Paid Family Leave Benefits Law;
   g) **Form CE-200**, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage;
   h) Other suitable forms approved by the New York State Workers' Compensation Board; or
   i) Other proof of insurance in a form acceptable to the County.

C. Commercial General Liability Insurance. The Vendor shall maintain commercial general liability insurance in the amounts specified in section II of this Schedule C covering the Services. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01 and "occurrence" based rather than "claims-made." Such coverage must contain an additional insured endorsement. The additional insured coverage must be at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26, and CG 20 37 if applicable, and the additional insured endorsement must state: "County of Rockland, including its officials, employees, and volunteers, is an additional insured."

D. Commercial Automobile Liability Insurance. If checked off in section II of this Schedule C or vehicles are used in the provision of the Services, the Vendor shall maintain commercial automobile liability insurance for liability arising out of the ownership, maintenance, or use of any owned, non-owned, or hired vehicles used in connection with the Services. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01 and shall cover all vehicles owned, rented, or hired by the Vendor. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide broadened pollution liability coverage on ISO Form CA 99 48 with proof of MCS-90.

E. Professional Liability Insurance. If checked off in Section II of this Schedule C, the Vendor shall maintain professional liability insurance or errors and omissions insurance appropriate to the Services. The policy or policies shall cover the liability assumed by the Vendor under this Agreement arising out of the negligent performance of professional services or caused by any error, omission, or negligent act of the Vendor or anyone employed by the Vendor.
   1. All of the Vendor's subcontractors providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in section II of this Schedule C. At the time of the Vendor's request for subcontractor approval, the Vendor shall provide to the County evidence of such subcontractor's professional liability insurance or errors and omissions insurance on a form acceptable to the County.
   2. Claims-made policies are acceptable only for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Vendor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the preceding policy year.

F. Crime Insurance. If checked off in section II of this Schedule C, the Vendor shall maintain crime insurance during the Term in the minimum amounts listed in section II of this Schedule C. Crime insurance shall include coverage, without limitation, for all acts of employee theft, including employee theft of client property, forgery,

and alteration, inside the premises (theft of money and securities), inside the premises (robbery or safe burglary of other property), outside the premises, computer fraud, funds transfer fraud, and money orders and counterfeit money. The crime insurance policy shall name the Vendor as named insured and list the County as loss payee as its interests may appear.

G. Cyber Liability Insurance. If checked off in section II of this Schedule C, the Vendor shall maintain cyber liability insurance covering losses arising from Services in the minimum amounts listed in section II of this Schedule C. The County shall approve the policy (including exclusions therein), coverage amounts, deductibles or self-insured retentions, premiums, and the types of losses covered, including notification costs, security monitoring costs, and losses resulting from identity theft and other injuries to third parties. If the additional insured status is commercially available under the Vendor's cyber liability insurance, the insurance shall cover the County, including its officials and employees, as additional insured.

H. Other Required Insurance. The Vendor shall provide all other types of insurance in the amounts specified in section II of this Schedule C.

I. Acceptable Proof for all Other Insurance.

1. A certificate of insurance and any endorsement by which the County, including its officials and employees, has been made an additional insured; or
2. A copy of the complete insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.
3. Proof of insurance, as required by subsection 8(D) of the Agreement, confirming renewals of insurance required by Schedule C must be submitted to the County before the current coverage's expiration date.

J. Upon the County's request, the Vendor shall provide the County with a copy of any policy required in section II of this Schedule C.

K. The County's acceptance of a certificate of insurance or the insurance policy documents does not excuse the Vendor from maintaining such insurance policies consistent with all of the requirements of Article 8 of the Agreement or from any liability arising from the Vendor's failure to do so. The Vendor shall also ensure that its subcontractors maintain such policies.

1. The Vendor shall be solely responsible for paying all premiums for all required insurance policies and all deductibles to which such policies are subject, whether or not the County is an additional insured under the policy. In the event the Vendor fails to pay the premiums or deductibles on the insurance policies required by section II of this Schedule C, the County reserves the right to pay such premiums on behalf of the Vendor and offset the incurred cost against any other funds owed to the Vendor by the County.
2. There shall be no self-insurance program or self-insurance retention on any insurance policy required by section II of this Schedule C, except on the Vendor's umbrella policies, which may have a self-insurance retention of up to $10,000.00 unless approved in writing by the County. The Vendor warrants and represents to the County that it has sufficient funds to satisfy the amount of the self-insured retention limit required on its umbrella policy as it applies to this Agreement. At the County's request, the Vendor shall provide proof or guarantee of financial responsibility as it deems necessary.

[END OF SCHEDULE C]

SCHEDULE D

REQUIRED SUBAWARD IDENTIFICATION INFORMATION FOR FEDERAL PASS-THROUGH FUNDS (2 CFR § 200.331(a)(1))

IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED

SCHEDULE E

LIQUIDATED DAMAGES

IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED

ATTACHMENT A

INSURANCE COVERAGE WAIVER

IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED

ATTACHMENT B

CONFIDENTIALITY / HIPAA PROVISIONS AND BUSINESS ASSOCIATE AGREEMENT
(Applicable only if the Services involve medical records or protected health information)

IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED

ATTACHMENT C

OFFICE OF ADDICTION SERVICES AND SUPPORTS (OASAS)
STATE AID FUNDING AUTHORIZATION FUNDING REQUIREMENTS
(Applicable only if the Agreement is funded through OASAS funding)

IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED

ATTACHMENT D

UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS

IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED

Willow's Bend

Irrigation • Landscape Lighting • Pump Stations

Proposal Submitted To: Phillip J Rotella Golf Course
Address: 200 Thiells Mt. Ivy Rd. Thiells, NY
Job Location: Irrigation Pump House
Proposal Date: June 17, 2022

PROPOSAL FOR REPAIRS TO GOLF IRRIGATION

Installation of new multi strand wire from controller to (2) valves

Need to bore under cart path and install 1" poly sleeve

Connect to existing valves and test

Project Total: $3,500.00

No Sales Tax Added 3% interest applies to a balance remaining after than 31 days.**

All material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from specifications above involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Utility Mark-out: Contractor will call NJ One Call to have all public utilities marked out (gas, electric, cable, telephone). Contractor will not be responsible for damage done to underground utility lines including but not limited to electric, gas, telephone, cable and water if such lines are located above the minimum depth as required by regulations of the public utilities commission. The customer will provide a property survey or be responsible to mark property boundaries and locate any underground private electric lines, sump pump, drain pipes, gas lines, invisible fence and landscape lighting prior to our crew starting the work. Any damage occurring as the result of the homeowner's failure to mark property boundaries and private utilities will be the sole responsibility of the homeowner.

Notice to Customer

You may cancel this contract within five business days of receiving a copy of this contract. If you wish to cancel this contract Willow's Bend Irrigation requires a signed and dated written notice of cancellation mailed to Willow's Bend Irrigation P.O. Box 1344 Belle Mead, NJ 08502.

If you cancel this contract within the five day period, you are entitled to a full refund of your deposit. Refunds will be paid within 30 days of the contractor's receipt of the cancellation notice.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. Willow's Bend is authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: _____

Acceptance Date: _____

Willow's Bend Signature: Scott Sch

Mail signed proposal to:

P.O. Box 1344 Belle Mead, NJ 08502

WillowsBend.com
908-837-9102

EWING
Irrigation & Landscape Supply

Home Office
3441 E. Harbour Drive, Phoenix, AZ 85034
602.437.9530
EwingIrrigation.com

QUOTATION

CHARGE ACCT
* 1200571 *

224 Ewing Franklin Lakes
779 Susquehanna Ave
Franklin Lakes, NJ 07417
PHN 2018559953 FAX 2015609530

QUOTE # 10391850
PAGE 1 of 1
ORDERED 6/8/2022
QUOTE EXPIRES ON 7/8/2022

SOLD TO: # 186941
TOWN OF HAVERSTRAW
1 ROSMAN RD
GARNERVILLE, NY 10923-1742
PH 8454292200

SHIP TO:
PHILLIP J ROTELLA GOLF COURSE
PHILLIP J ROTELLA GOLF COURSE 100
THIELLS MT IVY
THIELLS, NY 10984
PH

DELIVERY INSTRUCTIONS:

PO#:
BUYER: CHRIS DYROFF, SUPERINTENDENT
PH:
P21 JOB:
EIP#:
BY: CATHY S
QUOTE#:
EWING JOB:
JOB REF: 10 YR GSP RENEWAL

QTY ORDER	ITEM DESCRIPTION		NET	EXTENDED
	PHILLIP J ROTELLA GOLF COURSE GSP# 756706 10 YEAR RAIN BIRD GSP PREMIUM PLAN - ANNUAL PAYENTS. INCLUDES: 1 RAIN BIRD PC, MONITOR, KEYBOARD, MOUSE; PROMO ITEM: IPAD MINI - GSP AGREES TO SHIP ANOTHER PC ON OR AROUND 7/15/2027. ANNUAL PAYMENT OPTION WITH 10% DISCOUNT: -			
1	75900710	GSP PREM 5YR ANN INITIAL PMT	3,465.0000	3,465.00
9	75900720	GSP PREM 5YR ANN RECURRING PMT	3,465.0000	31,185.00

Quotes do not include estimated tax. Once invoiced and local tax location is identified, applicable taxes will be calculated and applied.

SUB-TOTAL:	34,650.00
TAX:	0.00
AMOUNT DUE:	**34,650.00**

No recommendation has been made by, or provided to, the seller concerning the use of the pesticide covered by this invoice.
PROPOSITION 65 WARNING: Some of the products on your order may expose you to chemicals that are known to the State of California to cause cancer, birth defects and reproductive harm. Learn more at https://www.p65warnings.ca.gov/

Rain Bird Global Services
6991 E Southpoint Rd
Tucson, AZ 85756
Phone: 1- 866-477-9778

Global Service Plan (GSP) Agreement

Site Information **Date:** 6/7/2022

Site Name:	Philip J Rotella Golf Course	**GSP #:**	756706
Address:	113 Thiells Mount Ivy Rd Thiells, New York 10984		
Contact Name:	Chris Dyroff	**Phone:**	854-521-2026
Contact Email:	cdyroff@townofhaverstraw.org		

Distributor Information

Distributor:	Ewing Irrigation Northeast
Distributor Rep:	Cathy Sanchez
Distributor Email:	csanchez@ewingirrigation.com

Contract Information

Software Type:	Stratus II	**GSP Tier:**	Premium
Interface Type 1:	MIM Link	**Plan Type:**	Renewal
Interface Type 2:		**Current End Date:**	7/15/2022
Contract Start Date:	7/15/2022	**Contract End Date:**	7/15/2032

Payment Terms	Annual	**Initial Payment:**	$ 3465
Recurring Payment:	$ 3465	**Every**	Year
For	9	**Total Recurring Payments**	
Total Cost:	$ 34650		

Included Hardware

1 Rain Bird PC, Monitor, Keyboard, Mouse; Promo Item: iPad Mini

Included Services

GSP Alert-Connect, GSP Auto Backup, PC Replacement Coverage, Interface Replacement Coverage, Business Hour Phone Support, 24/7 Emergency Paging, GSP MI, BX Discounts, GSP Remote, GSP Software Updates

Contract Details

Ten-Year GSP Plan with Annual Payments. Length of GSP enables a 10% discount on pricing.

GSP agrees to ship 1 PC with the initial order and 1 PC on 7/15/2027 (5-Year Mark).

If Philip J Rotella Golf Course ceases to use Rain Bird Central Control during this contract term, Rain Bird GSP agrees to cancel this contract and all payments afterward. Reimbursements for previous payments will not be given.

Rain Bird Global Services
6991 E Southpoint Rd
Tucson, AZ 85756
Phone: 1- 866-477-9778

Rain Bird Services will provide the following services (only services included on page 1 of contract will be provided):

GSP Alert-Connect
Remote into your Central Control PC from anywhere. This service allows you to remote into their PC from a cell phone, tablet, or PC from any location with an internet connection. A unique profile and login credentials will be created for each customer using this product. Receive text and email alerts when your Central Control crashes or your PC loses power Please email GSPGroupEmails@rainbird.com to request your login credentials and set up this

GSP Auto Cloud Backup:
Each central control system purchased with GSP is equipped with an automatic daily backup tool. This service requires an internet connection. To retrieve your backup, please contact GSP via phone or email at GSPGroupEmails@rainbird.com.

Next-Day PC Replacement:
For all PC hardware issues, call Dell ProSupport at 1-866-516-3115 for troubleshooting. If Dell cannot correct the problem, please get in touch with GSP, and we will ship a replacement PC to arrive on the next business day. The replacement PC will be the same model (if available) or better as the customer's current PC. This policy does not cover damage sustained to the system as a result of owner/operator misuse, electrical power interruption, lightning or electrical surge, fire, theft, vandalism, flooding of any kind, or acts of God.

Next-Day Interface Replacement:
If your interface stops working, GSP will either send a replacement interface or replacement boards depending on the extent of the damage. Initial troubleshooting and diagnostics must be completed by a GSP Service Engineer prior to a replacement being shipped. This policy does not cover damage sustained to the system as a result of owner/operator misuse, electrical power interruption, lightning or electrical surge, fire, theft, vandalism, flooding of any kind, or acts of God.

Next-Business-Day Replacement Details:
If any Rain Bird central control hardware component covered under GSP becomes inoperable, a replacement will be delivered to your site via Fed Ex® next business day service. The shipment will be sent in a re-useable box, with return shipping instructions enclosed. After the loaner or replacement component is removed from the box, the failed component must be placed in the same box and must be returned while the electronic call tag is open or a suspension of GSP privileges and loaner charges will be imposed. Electronic call tags are only active for three pick up attempts and if allowed to expire, GSP will have to arrange for an additional call tag. Shipments will only go out on regular business days.

Rain Bird Global Services
6991 E Southpoint Rd
Tucson, AZ 85756
Phone: 1- 866-477-9778

Toll-Free Support 8:00 a.m. to 5:00 p.m. local business hours, normal business days.
The toll-free helpline is available to assist with questions or issues related to the operation of the Rain Bird central control system. Please call toll-free (866) GSP-XPRT (866-477-9778). Please inform the engineer who answers that you are a GSP member and have your GSP number or site name available.

GSP 24/7:
A Service Engineer will be available after hours and on weekends for irrigation emergencies. An emergency is defined as the inability to irrigate due to a Central Control related issue. This service is a paging system. An engineer is not guaranteed to answer right away. If an engineer does not answer, please leave a message, and they will get back to you within 30

GSP Remote Troubleshooting:
Each central control system enrolled in GSP is equipped with remote system diagnostics software, enabling GSP engineers to access your central control for remote troubleshooting. This feature requires that you have an internet connection at your central control computer. Rain Bird does not guarantee that all technical problems will be solved using remote system diagnostics. As with all third-party software products installed by Rain Bird on central control computers, the software manufacturer's warranty is the only warranty coverage for their particular software. Rain Bird does not provide extended warranty coverage for any software product except the irrigation central control software.

GSP MI:
Receive complimentary MI licenses with your GSP plan. These licenses are good for as long as your GSP plan is active. This plan comes with 1 Advanced and 1 Professional Licenses.

Board Exchange and Part Discounts:
As a GSP member, you get access to Rain Bird's Board Exchange Program and part discounts. This program lets you send in your broken components in exchange for new or refurbished parts. You will also receive a 20% discount on all service part purchases.

GSP Software Update:
Receive the latest version of your existing Central Control software with your purchase.

Rain Bird Global Services
6991 E Southpoint Rd
Tucson, AZ 85756
Phone: 1- 866-477-9778

Under this service plan, Philip J Rotella Golf Course is responsible for the following:

System Maintenance
Philip J Rotella Golf Course will keep their central control computer system in good condition.

Conditions and Terms:
Client shall have no right to assign this service plan or any interest without the prior written consent of Rain Bird Corporation.

Disclaimer:
This is an exclusive service plan provided by Rain Bird Corporation under this plan and Rain Bird Corporation disclaims all other warranties in connection therewith, either expressed or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. No warranty is given that the hardware and software will meet your requirements, or that your use of the hardware and software will be uninterrupted or error-free. In no event will Rain Bird Corporation be liable for any incidental, indirect, general or consequential damage or loss of any nature that may arise in connection with the use or inability to use the hardware or software. Some states do not allow limitations on the duration of any implied warranty, so the above limitation may not apply to you. The exclusive remedy under this service plan shall be at Rain Bird Corporation's option, either repair or replacement of the hardware or software, or portions thereof if defective.

Term of this Service Plan:
This service plan (even though a time payment arrangement may have been arranged) is not cancelable by notice during its term, unless separate terms are agreed upon between Rain Bird Corporation and the end-user, as outlined on page 1 of this document. In the event that any payment due hereunder (or any payment due under Distributor-arranged time payment or financing plan) becomes delinquent , all privileges, services, warranties and customer satisfaction coverage shall be immediately suspended and the entire balance of payments agreed under any such payment plan shall become immediately due and payable. Further, any license or permission to use any Rain Bird Corporation software program shall be immediately suspended. Rain Bird Corporation, or the Distributor with whom the time-payment arrangement has been made may, upon a default in payment, institute immediate legal action for the entire unpaid balance, plus allowable court costs and reasonable attorney's fees in any court of competent jurisdiction.

Modification:
This service plan sets forth all of the obligations of Rain Bird Corporation and the client for the central control system. There is no other warranty.

General:
The laws of the State of California apply.

Rain Bird Global Services
6991 E Southpoint Rd
Tucson, AZ 85756
Phone: 1- 866-477-9778

In order to complete the registration for this support plan, an authorized representative of **Philip J Rotella Golf Course** must enter the required information below and return a copy of this entire document to GSP Services:

Email: GSPOrders@RainBird.com

Course Name: Philip J Rotella Golf Course
GSP #: 756706

Site Representative Name	Distributor Representative Name
Site Representative Signature	Distributor Representative Signature

LEONARDO

Haverstraw PD - NY (ELSAG Mobile LPR Warranty Coverage Renewal)

Quote created on May 9, 2022 - Reference: 20220509-160609627

Haverstraw Police Department
101 W RAMAPO RD
GARNERVILLE, NY 10923
United States

Peter Murphy
Chief Of Police
pmurphy@haverstrawpolice.org
(845) 354-150

Stephanie Pluchino
Northeast Field Operations Manager
stephanie.pluchino@leonardocompany-us.com
(845) 490-1381

Comments

LPR 1 (Mini Split/No Car #):
GTP7937-GMSBA07893-GMSAA07870
Installed 8/30/16
Warranty expires 10/19/22
Software only warranty coverage is avaiable for purchase

LPR 2 (M7/Car #5330):
GOM22907-GM7EA22924-GM7AA22863
Installed 8/3/21
Warranty coverage expires 8/3/22
Hardware warranty coverage is available for purchase until 8/3/25

LPR 3 (MiniSplit/Car #5331):
GTP7955-GMSBA07920-GMSAA07874
Installed 8/8/16
Warranty coverage expires 9/30/22
*****This warranty is maintained by NYC Counterterrorism. You have hardware warranty coverage in place through 9/30/22. Quote has been sent to the Counterterrorism Bureau.**

Tracy Brown - Warranty Operations Manager at Selex ES Inc., a Leonardo Company



Products & Services

Warranty 2 camera mobile	1 x $1,720.00

2 cam mobile warranty

Software Only Warranty Warranty for ELSAG EOC/CarSystem Software Only.	1 x $995.00
One-time subtotal	$2,715.00
Total	**$2,715.00**

This quote expires on August 31, 2022.

Purchase Terms

Hardware coverage is available for purchase for 4 years from the installation date.

Hardware coverage includes software support.

Software warranty coverage includes: 24/7 remote technical support, hotlist updates, bug fixes, patches, firmware & protocol updates & software upgrades.

Please note: Installation services performed by Leonardo personnel are NOT covered under this warranty agreement.

Signature

_____ _____

Signature Date

_____

Printed name

Questions? Contact me



Tracy Brown
Warranty Operations Manager
tracy.brown@leonardocompany-us.com
(336) 207-1384

Selex ES Inc., a Leonardo Company
4221 Tudor Lane
Greensboro, NC 27410
US

HUSH ELECTRICAL CONTRACTING
HUSHCORP.COM
845-942-HUSH(4874)

Remember...
Wiring is NOT a Hobby!
Always use a Licensed, Union Electrician.

Change Order

Date	Change Order #
6/21/2022	HMC7300R1

Name / Address

The Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

Customer Phone	Customer E-mail
845-406-1216	

Change Order No.	Terms	Project
10R1	Net 30	44901- Haverstraw Recreational Complex

Qty	Description	Rate	Total
	HUSH CHANGE ORDER #10 - EQUIPMENT AND WIRING REQUIRED FOR BUILDING #3 AS PER RFI #7 & #9 RESPONSES *******NOTES****** - EQUIPMENT HAS A MINIMUM OF 120 DAY LEAD TIME - THIS IS SUBJECT TO CHANGE AT TIME OF ORDER	77.639.29	77,639.29

Contract Time Has Increased By:	Substantial Completion Date
11 Days	

Quoted Price Good For	Mobilization To Begin Within	Lead Time on Equipment
15 Days	N/A	TBD

ACCEPTANCE OF PROPOSAL: SIGNATURE & TITLE

DATE:

Final Electrical inspection shall be provided only to the party this contract is signed by & will be provided only after final payment is received.

I the homeowner/ landlord/property owner understand the above clause. If General Contractor (if applicable) or homeowner does not make final payment to HUSH Maintenance Corp. Hush Maintenance Corp reserves the right NOT TO provide the homeowner/ landlord/property owner with the final electrical inspection.
In the event that legal action is commenced by the contractor against the customer for non-payment of the contract, or for any other breach thereof, then, and in that event, the contractor shall have the right to recover its reasonable attorney's fees in addition to any other recovery to which it is entitled in connection with such litigation.

Upon Acceptance of Proposal please sign & fax or mail back that way we may schedule a start date.

WE NOW ACCEPT CREDIT CARD PAYMENTS.
We charge 1% fee to process any credit cards

Subtotal	$77,639.29
Sales Tax (8.375%)	$0.00
Total	$77,639.29

Follow up date:
Notes:

JOB NAME: Haverstraw Recreation Fields

CHANGE ORDER **10** *6.17.22 ***REVISED 6.21.22**

#1	MATERIALS (ITEMIZED AND BROKENDOWN)	
	Panels - PP-2,PP-3 *Quote D&G Electric	$11,500.00
	Mini - Center/Lighting controller *Quote D&G	$ 6,300.00
	Transformer TX-1 *Quote D&G	$6,550
	Conduit and Wire *Current Market Value	$12,500.00
	Lighting Contactor *Quote PKM Panel System	$ 5,337.00
	MATERIAL TOTAL	$42,187.00

#2 Hours	LABOR (ITEMIZED BREAKDOWN) Rate	Total
48	90	$ 4,320.00
48	90	$ 4,320.00
16	90	$ 1,440.00
144	90	$ 12,960.00
256	LABOR TOTAL	$ 23,040.00

#3	SUBTOTALS OF #1 & #2	**$ 65,227.00**
#4	CREDIT FOR WORK NOT REQUIRED	
	LABOR =	$ -
	MATERIALS	$ -
	TOTAL CREDIT DUE	**$ -**
#5	**OVERHEAD OF 7.5% OF #3**	$ 4,892.03
	SUBTOTAL - #3 - # 4 - #5	**$ 70,119.03**
#6	**PROFIT OF 7.5% OF #5**	$ 5,258.93
#7	**SUB - TOTAL OF # 5 & #6**	**$ 75,377.95**
#8	SUB CONTRACT WORK -	
	SUB - TOTAL	$ -
	OH____%	$ -
	SUB TOTAL	$ -
	PROFIT _____ %	$ -
	TOTAL SUB CONTRACT	$ -
#9	RENTAL VALUE - BUCKET TRUCK -	$ -
	OH_____%	$ -
	SUB TOTAL	$ -
	PROFIT _____ %	$ -
	TOTAL SUB CONTRACT	$ -
#10	SUBTOTAL OF #7 & #8 & #9	$ 75,377.95
#12	CHARGE FOR BOND	$ 2,261.34
#13	**TOTAL CHANGE ORDER #**	**$ 77,639.29**
#14	Days Added/Required for Additional Work	**11**

HUSH ELECTRICAL CONTRACTING
HUSHCORP.COM
845-942-HUSH(4874)

Remember...
Wiring is NOT a Hobby!
Always use a Licensed, Union Electrician.

Change Order

Date	Change Order #
6/21/2022	HMC7301R1

Name / Address

The Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

Customer Phone	Customer E-mail
845-406-1216	

Change Order No.	Terms	Project
11R1	Net 30	44901- Haverstraw Recreational Complex

Qty	Description	Rate	Total
	HUSH CHANGE ORDER #11 - ADDITIONAL WIRE AND TERMINATION AND EQUIPMENT FOR BUILDINGS #2 & 5 *******NOTES****** - EQUIPMENT HAS A MINIMUM OF 120 DAY LEAD TIME - THIS IS SUBJECT TO CHANGE AT TIME OF ORDER	51,444.50	51,444.50

Contract Time Has Increased By:	Substantial Completion Date
9 Days	

Quoted Price Good For	Mobilization To Begin Within	Lead Time on Equipment
15 Days	N/A	TBD

ACCEPTANCE OF PROPOSAL: SIGNATURE & TITLE

DATE:

Final Electrical inspection shall be provided only to the party this contract is signed by & will be provided only after final payment is received.

I the homeowner/ landlord/property owner understand the above clause. If General Contractor (if applicable) or homeowner does not make final payment to HUSH Maintenance Corp. Hush Maintenance Corp reserves the right NOT TO provide the homeowner/ landlord/property owner with the final electrical inspection.
In the event that legal action is commenced by the contractor against the customer for non-payment of the contract, or for any other breach thereof, then, and in that event, the contractor shall have the right to recover its reasonable attorney's fees in addition to any other recovery to which it is entitled in connection with such litigation.

Follow up date:
Notes:

Upon Acceptance of Proposal please sign & fax or mail back that way we may schedule a start date.

WE NOW ACCEPT CREDIT CARD PAYMENTS.
We charge 1% fee to process any credit cards

Subtotal	$51,444.50
Sales Tax (8.375%)	$0.00
Total	$51,444.50

JOB NAME: Haverstraw Recreation Fields
CHANGE ORDER **11 - revised 6/21/2022**

#1	MATERIALS (ITEMIZED AND BROKENDOWN)	
	Transformers TX-2,TX-4 *Quote D&G	$15,000.00
	Kassner Steel & set transformer *Quote Kassner	$ 6,460.00
	Conduit & Wire *Current Market Value	$5,250
	Circuit Breaker #1 &#3 *Quote D&G	$3,550.00
	MATERIAL TOTAL	$ 30,260.00

#2 Hours	LABOR (ITEMIZED BREAKDOWN) Rate	Total
40	90	$ 3,600.00
16	90	$ 1,440.00
80	90	$ 7,200.00
8	90	$ 720.00
144	**LABOR TOTAL**	$ 12,960.00

#3	SUBTOTALS OF #1 & #2	**$ 43,220.00**
#4	CREDIT FOR WORK NOT REQUIRED	
	LABOR =	$ -
	MATERIALS	$ -
	TOTAL CREDIT DUE	**$ -**
#5	**OVERHEAD OF 7.5% OF #3**	$ 3,241.50
	SUBTOTAL - #3 - # 4 - #5	**$ 46,461.50**
#6	**PROFIT OF 7.5% OF #5**	$ 3,484.61
#7	**SUB - TOTAL OF # 5 & #6**	**$ 49,946.11**
#8	SUB CONTRACT WORK -	
	SUB - TOTAL	$ -
	OH____%	$ -
	SUB TOTAL	$ -
	PROFIT _____ %	$ -
	TOTAL SUB CONTRACT	$ -
#9	RENTAL VALUE - BUCKET TRUCK -	$ -
	OH_____%	$ -
	SUB TOTAL	$ -
	PROFIT _____ %	$ -
	TOTAL SUB CONTRACT	$ -
#10	SUBTOTAL OF #7 & #8 & #9	$ 49,946.11
#12	CHARGE FOR BOND	$ 1,498.38
#13	**TOTAL CHANGE ORDER #**	**$ 51,444.50**
#14	Days Added/Required for Additional Work	**9**

HUSH ELECTRICAL CONTRACTING
HUSHCORP.COM
845-942-HUSH(4874)

Remember...
Wiring is NOT a Hobby!
Always use a Licensed, Union Electrician.

Change Order

Date	Change Order #
6/17/2022	HMC7302

Name / Address

The Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

Customer Phone	Customer E-mail
845-406-1216	

Change Order No.	Terms	Project
12	Net 30	44901- Haverstraw Recreational Complex

Qty	Description	Rate	Total
	HUSH CHANGE ORDER #12 - ADDITIONAL WIRING AND PIPING FOR ANNOUNCERS BOOTH & PRESS BOX	6,948.93	6,948.93

Contract Time Has Increased By:	Substantial Completion Date
3 Days	

Quoted Price Good For	Mobilization To Begin Within	Lead Time on Equipment
15 Days	N/A	TBD

ACCEPTANCE OF PROPOSAL: SIGNATURE & TITLE

DATE:

Final Electrical inspection shall be provided only to the party this contract is signed by & will be provided only after final payment is received.

I the homeowner/ landlord/property owner understand the above clause. If General Contractor (if applicable) or homeowner does not make final payment to HUSH Maintenance Corp. Hush Maintenance Corp reserves the right NOT TO provide the homeowner/ landlord/property owner with the final electrical inspection.
In the event that legal action is commenced by the contractor against the customer for non-payment of the contract, or for any other breach thereof, then, and in that event, the contractor shall have the right to recover its reasonable attorney's fees in addition to any other recovery to which it is entitled in connection with such litigation.

Follow up date:
Notes:

Upon Acceptance of Proposal please sign & fax or mail back that way we may schedule a start date.

WE NOW ACCEPT CREDIT CARD PAYMENTS.
We charge 1% fee to process any credit cards

Subtotal	$6,948.93
Sales Tax (8.375%)	$0.00
Total	$6,948.93

JOB NAME: Haverstraw Recreation Fields
CHANGE ORDER 12

#1	MATERIALS (ITEMIZED AND BROKENDOWN)		#2	LABOR (ITEMIZED BREAKDOWN)			
			Hours		Rate		Total
	35'-1-1/4" RGC with 3#4 &1# 10 THHN	$635.00	32		90	$	2,880.00
	25'-3/4" RGC with 4-#10 THHN	$ 490.00	16		90	$	1,440.00
	2 GFCI receptacles with bubble covers	$88	2		90	$	180.00
	Misc Straps, connectors	$35.00	1		90	$	90.00
	MATERIAL TOTAL	$ 1,248.00	51	LABOR TOTAL		$	4,590.00
#3	SUBTOTALS OF #1 & #2	**$ 5,838.00**					
#4	CREDIT FOR WORK NOT REQUIRED						
	LABOR =	$ -					
	MATERIALS	$ -					
	TOTAL CREDIT DUE	**$ -**					
#5	**OVERHEAD OF__7.5____% OF #3**	$ 437.85					
	SUBTOTAL - #3 - # 4 - #5	**$ 6,275.85**					
#6	**PROFIT OF __7.5_____% OF #5**	$ 470.69					
#7	**SUB - TOTAL OF # 5 & #6**	**$ 6,746.54**					
#8	SUB CONTRACT WORK -						
	SUB - TOTAL	$ -					
	OH____%	$ -					
	SUB TOTAL	$ -					
	PROFIT _____ %	$ -					
	TOTAL SUB CONTRACT	**$ -**					
#9	RENTAL VALUE - BUCKET TRUCK -	**$ -**					
	OH_____%	**$ -**					
	SUB TOTAL	**$ -**					
	PROFIT _____ %	**$ -**					
	TOTAL SUB CONTRACT	$ -					
#10	SUBTOTAL OF #7 & #8 & #9	$ 6,746.54					
#12	CHARGE FOR BOND	$ 202.40					
#13	**TOTAL CHANGE ORDER #**	**$ 6,948.93**					
#14	Days Added/Required for Additional Work	3					