



**MINUTES OF MEETING**  
**Corrections and Law Enforcement**  
**March 28, 2022**  
**7:00 PM**

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**I. COMMUNICATIONS**

Minutes of a meeting of the Corrections and Law Enforcement Committee of the Chemung County Legislature held in the Hazlett Building, 5th Floor, 203 Lake Street, Elmira, New York on Monday March 28, 2022.

Members present: Scott Drake, Michael Smith, Rodney Strange

Excused: John Pastrick, Christine Sonsire

Officials present: David Manchester, L. Thomas Sweet, Joseph Brennan, Mark Margeson, Brian Hyland, John Burin, Martin Chalk, Robert Briggs, William McCarthy, David McCormick, Kevin Meindl, Brian Hart, Stephanie Fiorini, Andy Avery

The meeting was called to order by the Chairman of the Legislature, David Manchester.

**II. RESOLUTIONS, MOTIONS, AND NOTICES**

1. Resolution confirming appointment to the Chemung County Traffic Safety Board (Suhey)

Motion made by Scott Drake, seconded by Rodney Strange, and Passed with a vote of 4-0, confirming appointment to the Chemung County Traffic Safety Board (Suhey).

2. Resolution authorizing agreement with Daniel M. O'Connell, DMD on behalf of the Chemung County Sheriff (inmate dental services)

Motion made by Scott Drake, seconded by Rodney Strange, and Passed with a vote of 3-0, with Mr. Smith abstained, authorizing agreement with Daniel M. O'Connell, DMD on behalf of the Chemung County Sheriff (inmate dental services).

3. Resolution authorizing Purchase Agreement with Stephen Campbell Associates/Interactive Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management (Eventide NexLog 740 Audio Recorder)

Motion made by Scott Drake, seconded by Rodney Strange, and Passed with a vote of 4-0, authorizing Purchase Agreement with Stephen Campbell Associates/Interactive Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management (Eventide NexLog 740 Audio Recorder).

4. Resolution authorizing Transport Service Agreements on behalf of the Chemung County Sheriff

Motion made by Scott Drake, seconded by Rodney Strange, and Passed with a vote of 4-0, authorizing Transport Service Agreements on behalf of the Chemung County Sheriff.

5. Resolution awarding bid to Interaction Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management

Motion made by Scott Drake, seconded by Rodney Strange, and Passed with a vote of 4-0, awarding bid to Interaction Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management.

6. Resolution authorizing application for and acceptance of funding for the Alternatives to Incarceration Program from the New York State Division of Criminal Justice Services, Office of Probation and Correctional Alternatives on behalf of the Chemung County Probation Department (Project for Bail)

Motion made by Scott Drake, seconded by Rodney Strange, and Passed with a vote of 4-0, authorizing application for and acceptance of funding for the Alternatives to Incarceration Program from the New York State Division of Criminal Justice Services, Office of Probation and Correctional Alternatives on behalf of the Chemung County Probation Department (Project for Bail).

### **III. OLD BUSINESS**

### **IV. NEW BUSINESS**

### **V. ADJOURNMENT**

This meeting was adjourned on the motion made by Mr. Briggs, seconded by Mr. Smith. Motion Carried.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution confirming appointment to the Chemung County Traffic Safety Board (Suhey)

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Traffic Safety Board appointment due to retirement of Chief Thomas Stickler. The new Horseheads Police Department Chief will be Michael Suhey, Jr. and will fill the unexpired term which will expire on 09/01/22.

### **CREATION:**

|                      |                  |
|----------------------|------------------|
| Date/Time:           | Department:      |
| 3/14/2022 2:15:28 PM | County Executive |

### **APPROVALS:**

|                    |           |                      |  |
|--------------------|-----------|----------------------|--|
| Date/Time:         | Approval: | Department:          |  |
| 3/14/2022 2:49 PM  | Approved  | County Executive     |  |
| 3/17/2022 10:38 AM | Approved  | Budget and Research  |  |
| 3/18/2022 9:49 AM  | Approved  | Legislature Chairman |  |

### **ATTACHMENTS:**

|  |                |            |
|--|----------------|------------|
| Name:                                    | Description:   | Type:      |
| <a href="#">Resume Michael Suhey.pdf</a> | M Suhey Resume | Cover Memo |

# Michael J. Suhey Jr.

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396 Veteran Hill Road, Horseheads, NY 14845

607-739-9678

## **CAREER EXPERIENCE**

Village of Horseheads Police Department  
Part-time Police Officer  
*June 2018 to Present*

Horseheads, New York

Elmira Police Department  
Police Officer, Sergeant, Lieutenant  
*December 1997 to April 2018 (retired)*

Elmira, New York

Laramie County Sheriff's Department  
*Road Patrol Deputy, July 1995 to July 1997*

Cheyenne, Wyoming

Onondaga County Sheriff's Department  
*Road Patrol Deputy, April 1987 to July 1995*

Syracuse, New York

## **EDUCATION**

Master of Arts Degree in Criminal Justice  
State University of New York at Albany, May 1992

Bachelor of Science Degree in Criminal Justice  
Rochester Institute of Technology, April 1987

## **SPECIALIZED TRAINING**

Supervisor Course  
Instructor Development

## **COMMUNITY ACTIVITIES**

Chemung County Habitat for Humanity – Project Leader  
Horseheads Sister City Association



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing agreement with Daniel M. O'Connell, DMD on behalf of the Chemung County Sheriff (inmate dental services)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing an agreement with Daniel M. O'Connell, DMD, to provide dental services to inmates at the Chemung County Jail from 01/01/22 to 12/31/22, to be billed monthly per service, following the NYS Medicaid Dental Fee Schedule, not to exceed \$15,000 for the term of the Agreement.

Vendor/Provider Daniel M. O'Connell, DMD

|                   |           |                        |          |               |   |
|-------------------|-----------|------------------------|----------|---------------|---|
| Term              | 12 months | Total Amount           | \$15,000 | Prior Amount  |   |
| Local Share       | \$15,000  | State Share            | 0        | Federal Share | 0 |
| Project Budgeted? | Yes       | Funds are in Account # |          |               |   |

### **CREATION:**

|                      |                  |
|----------------------|------------------|
| Date/Time:           | Department:      |
| 2/7/2022 12:06:12 PM | County Executive |

### **APPROVALS:**

|                    |           |                      |  |
|--------------------|-----------|----------------------|--|
| Date/Time:         | Approval: | Department:          |  |
| 2/7/2022 12:07 PM  | Approved  | County Executive     |  |
| 2/25/2022 3:19 PM  | Approved  | Budget and Research  |  |
| 3/10/2022 11:38 AM | Approved  | Legislature Chairman |  |

### **ATTACHMENTS:**

|  |                                |            |
|--|--------------------------------|------------|
| Name:  | Description:                   | Type:      |
| <a href="#">2022 O Connell Dental Contract.pdf</a> | 2022 O'Connell Dental Contract | Cover Memo |

## **A G R E E M E N T**

**THIS AGREEMENT** made between the **COUNTY OF CHEMUNG** (hereinafter referred to as the "**COUNTY**"), on behalf of its applicable department(s), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902-0588,

**AND**

**DANIEL M O'CONNELL, DMD**, (hereinafter referred to as "**PROVIDER**") having his principal place of business at 2511 Corning Road, Elmira, NY 14903

## **W I T N E S S E T H**

**WHEREAS** the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York; and as outlined in **ATTACHMENT A**, and

**WHEREAS** the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY** and,

**WHEREAS** the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided, and

**WHEREAS** the **COUNTY** wishes to make these services available to those persons eligible under applicable Laws.

**NOW, THEREFORE**, it is mutually agreed between the parties involved as follows:

### **TERM OF AGREEMENT**

1. This Agreement shall become effective **January 1, 2022** and shall terminate on **December 31, 2022**.

### **BUDGET AND TOTAL AMOUNT OF AGREEMENT**

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT B**, accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement.

The **COUNTY** will provide payment to the **PROVIDER** as described in **ATTACHMENT D**, attached hereto and made a part hereof.

### **RELATIONSHIP AS INDEPENDENT PROVIDER**

3. The relationship of the PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be an officer or employee of the COUNTY by reason thereof and that it will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to Worker's Compensation coverage, or retirement membership or credits.

### **ASSIGNMENTS**

4. The PROVIDER shall not assign, transfer, convey, sublet, sub-contract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

### **COMPLIANCE WITH APPLICABLE LAWS**

5. The PROVIDER shall have the overall administration and responsibility for carrying out the terms of this contract and shall comply with all applicable Federal, State and local statutes, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

### **NEW FEDERAL OR STATE REQUIREMENTS**

6. In the event that Federal or State Departments issue new or revised requirements to the COUNTY pertaining to services rendered in the performance of this Agreement, then the COUNTY shall promptly notify the PROVIDER of said change(s) and the PROVIDER shall comply with said requirements.

### **RECORDS RETENTION**

7. The PROVIDER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the COUNTY shall have full access and the right to examine any of said materials during said reporting period.

### **CONFIDENTIALITY**

8. The PROVIDER and the COUNTY shall observe and require the observance of applicable County, Federal and State requirements relating to the confidentiality of records and information.

## **CLAIMS, PAYMENTS AND AUDITS**

9. The PROVIDER agrees that all claims submitted for reimbursement to the COUNTY shall be true and correct and that reimbursement by the COUNTY does not duplicate reimbursement received by the PROVIDER from any other sources.

## **INSURANCE**

10. The PROVIDER agrees to procure and maintain insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Before commencing the work, the PROVIDER shall furnish the COUNTY with a Certificate of Insurance or Binder showing that it has complied with this Exhibit, which certificate or proof of Professional Liability Insurance shall not be changed or cancelled until thirty (30) days written notice has been given to the COUNTY.

This Certificate of Insurance, if required, shall name the COUNTY as additional insured and will be attached to this Agreement as **ATTACHMENT "C"**.

## **HOLD HARMLESS INDEMNIFICATION**

11. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

## **NEPOTISM/CONFLICT OF INTEREST**

12. The PROVIDER agrees and is obligated to disclose that no current officer, director or incorporator of the PROVIDER shall be hired or retained by the PROVIDER to fill any staff position or perform any services required under this Agreement and that parents, spouses, siblings and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the COUNTY.

## **TERMINATION**

13. Each party shall have the right to terminate this Agreement by giving 60 days prior written notice to the other party.
  - A. Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, COUNTY, Federal or State requirements for the provision of services or with the provisions of this Agreement, or if the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.
  - B. The COUNTY shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination, but the COUNTY shall be responsible for payment of all claims for services provided and costs incurred by the PROVIDER prior to termination of



this Agreement, that are pursuant to, and after the PROVIDER's compliance with, the terms and conditions herein, subject to any adjustments the COUNTY may have.

C. In the event of termination of the Agreement prior to the termination date set forth in the project description, the PROVIDER agrees to:

- 1) Account for and refund to the COUNTY, within 30 days, any unexpended funds which have been paid to the PROVIDER pursuant to this Agreement.
- 2) Not incur any further obligations pursuant to this Agreement beyond the termination date.
- 3) Submit, within 30 days of termination, a full report of fiscal and program activities, accomplishments and obstacles encountered related to this Agreement.

### **NON-DISCRIMINATION**

14. The COUNTY and PROVIDER agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER and COUNTY shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.

### **FOR CONTRACTS RECEIVING STATE FUNDING**

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

### **FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil

monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The above recited language reflects the Federal requirements for all Federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

#### **EXECUTORY BASED ON AVAILABILITY OF MONIES**

15. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchase beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

#### **COOPERATION**

16. The PROVIDER and the COUNTY recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

#### **SECTARIAN PURPOSES**

17. The PROVIDER agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. This paragraph does not in any way limit expenditure of funds due the PROVIDER's employees through this Agreement which become part of the employee's personal spending money.

#### **LOBBYING**

18. The Provider/Contractor will not spend Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of Congress, a member of Congress, an employee of a member of Congress, or an officer or employee of any Federal agency in connection with any of the following Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Furthermore, if the Provider/Contractor spends any non-federal funds for these purposes, Provider/Contractor will make and file any disclosures required by State or Federal Law.

### **GENERAL PROVISIONS**

19. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
20. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.
21. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.
22. The following additional schedules are attached and made a part hereof: **Exhibit 2.**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date herein written.

**DATE:** \_\_\_\_\_

**COUNTY OF CHEMUNG**

**BY:** \_\_\_\_\_

**SHERIFF  
WILLIAM A. SCHROM**

**DATE:** \_\_\_\_\_

**COUNTY OF CHEMUNG**

**BY:** \_\_\_\_\_

**COUNTY EXECUTIVE  
CHRISTOPHER MOSS**

**DATE:** \_\_\_\_\_

**DANIEL M O'CONNELL, DMD**

**BY:** \_\_\_\_\_

**Authorized Signature  
Fed.I.D.# \_\_\_\_\_**

**Attachment A = Service Description/Protocols**

**Attachment B = Budget**

**Attachment C = Insurance Certificate**

**Attachment D = Payment Schedule(s)**

**Exhibit #1 = Insurance Requirements**

**Exhibit #2 = Authorizing Resolution**

**Department Head Approval/Initials: \_\_\_\_\_**

## **ATTACHMENT "A"**

### **SERVICE DESCRIPTION**

**PROVIDER** shall be responsible for the following:

1. Supervision of the dental needs of all inmates in the Chemung County Jail.
2. Adequate office space, equipment, supplies, materials and publications necessary for the delivery of dental care consistent with the standards of the American Correctional Association and the National Commission on Correctional Health Care.
3. PROVIDER and COUNTY agree that such duties and responsibilities can be accomplished within eight (8) hours per month.
4. Referrals to specialists as necessary.
5. COUNTY shall be responsible for keeping and maintaining all inmate Medical Records.
6. COUNTY agrees that once an inmate of the COUNTY jail is no longer located at the COUNTY jail (for any reason) then the relationship between PROVIDER and said inmate is terminated.
7. COUNTY agrees that the relationship between PROVIDER and inmates will terminate once incarceration ends, and PROVIDER is under no obligation to continue further treatment.

### **THE COUNTY SHALL PROVIDE:**

- 1) Funding for medical treatment of inmates (e.g., hospitalization, X-rays, laboratory work, etc.)
- 2) Orientation to PROVIDER of COUNTY policies, records and procedures.
- 3) Medical Records storage pursuant to NYS laws.

## **ATTACHMENT "B"**

### **BUDGET**

**The PROVIDER agrees to charge the COUNTY per service provided, following the New York State Medicaid Dental Fee Schedule. Services shall not exceed \$15,000 for the year.**

**ATTACHMENT "C"**  
**CERTIFICATE OF INSURANCE**

**ATTACHMENT "D"**

**PAYMENT SCHEDULE**

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

| <b><u>PROGRAM</u></b> | <b><u>INVOICE TO:</u></b> | <b><u>PAYMENT SCHEDULE</u></b>  |
|-----------------------|---------------------------|---------------------------------|
| DENTAL                | SHERIFF                   | MONTHLY-PER SERVICE<br>PROVIDED |

## **EXHIBIT "1"**

### **CERTIFICATE OF INSURANCE REQUIREMENTS**

In satisfaction of the insurance requirements of this Agreement, PROVIDER is required to procure and maintain PROFESSIONAL LIABILITY INSURANCE in the sum of at least ONE MILLION DOLLARS (\$1,000,000.00).

PROVIDER is further required to furnish copies of proof of said coverages in Certificates of Insurance naming the COUNTY as an additional insured with respect to the general liability policy. These Certificates of Insurance must include the term of this Agreement or PROVIDER shall, on or before thirty (30) days of the expiration date of the above insurance, provide the COUNTY with a Certificate of Insurance with the same coverage for the balance of the term of this Agreement.

Any required insurance will be in companies authorized to do business in New York State, covering all operations under this Agreement, whether performed by the PROVIDER or by subcontractors.

All insurance coverage required to be purchased and maintained by the PROVIDER under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the COUNTY and/or the PROVIDER for work performed under this Agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Should the PROVIDER's insurance be written on a claims made basis, the PROVIDER agrees to maintain coverage for claims arising from services rendered during the term of this Agreement, but submitted after the termination of this Agreement. If necessary, PROVIDER will purchase "tail coverage" to meet the financial obligation of this Agreement and instruct its insurer to send us a Certificate of Insurance as evidence of the coverage required by this paragraph.





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Stephen Campbell Associates/Interactive Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management (Eventide NexLog 740 Audio Recorder)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Request to purchase Eventide NexLog 740 Audio Log Recorder at 911 for \$119,606.00 with \$36,474.49 being on GSA contract number GS-35F-0415V. all items would be 100% paid for by the PSAP-20 grant and would replace the current recorder to give more options, such as alert monitoring when the system goes down.

Vendor/Provider Stephen Campbell  
Associates/Interaction Insight Corp

|                   |    |                        |             |               |   |
|-------------------|----|------------------------|-------------|---------------|---|
| Term              |    | Total Amount           | \$36,474.49 | Prior Amount  | 0 |
| Local Share       | 0  | State Share            | 36,474.49   | Federal Share | 0 |
| Project Budgeted? | No | Funds are in Account # | 50202       |               |   |

### **CREATION:**

|                      |                  |
|----------------------|------------------|
| Date/Time:           | Department:      |
| 2/1/2022 10:58:31 AM | County Executive |

### **APPROVALS:**

|                    |           |                      |  |
|--------------------|-----------|----------------------|--|
| Date/Time:         | Approval: | Department:          |  |
| 2/1/2022 11:06 AM  | Approved  | County Executive     |  |
| 2/4/2022 12:51 PM  | Approved  | Budget and Research  |  |
| 3/10/2022 10:52 AM | Approved  | Legislature Chairman |  |

### **ATTACHMENTS:**

|   |  |            |
|---|--|------------|
| Name:   | Description:                             | Type:      |
| <a href="#">Copy of Chemung County NexLog DX Series Proposal 12.2.21 GSA Items r2.pdf</a> | Chemung County NexLog DX Series Proposal | Cover Memo |
| <a href="#">Copy of Chemung County SO 010421 r.1.pdf</a>                                  | Copy of Chemung Co SO 010421             | Cover Memo |
| <a href="#">Eventide NexLog DX Series Brochure 4May2020.pdf</a>                           | Eventide Nexlog DX Series Brochure       | Cover Memo |

| Quantity | MFGPART     | SIN    |
|----------|-------------|--------|
| 1        | NexLog740DX | 33411  |
| 1        | DX799       | 33411  |
| 1        | DX730       | N/A    |
| 1        | DX755       | 811212 |
| 1        | 324430      | 33411  |
| 1        | 271052      | 511210 |
| 1        | PCI-DXANA24 | 33411  |
| 1        | 271083      | 33411  |
| 1        | 271111      | 511210 |
| 1        | 115021      | 511210 |
| 1        | 271098      | 33411  |
| 1        | 115015      | 33411  |
| 2        | 324720      | 33411  |
| 1        | DX912       | 511210 |

**Customer: Chemung County 911 24A & 8IP**

**Date: 11.30.21 GSA CONTRACT NUMBER: GS-35F-0415V**

**Effective dates: May 5, 2009 through May 4, 2024**

**Price List Current through Modification PS-0040 effective date May 19, 2021**

|   |
|---|
|   |
| NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies and first year <u>hardware warranty</u> . <b>Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software</b> |
| Upgrade NexLog 740 DX-Series (at time of order) to 2x1TB HotSwap RAID1=1TB storage  |
| Standard 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)   |
| Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)   |
| Rack Mount Slides - 4 Post, 3U (for NexLog 740DX)   |
| Internal IP Recorder with First 8 G.711 Channels  |
| 24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses  |
| 8 pack MediaWorks DX (web) concurrent license   |
| Eventide MP3 option for MediaWorks DX   |
| Enhanced Reports Engine   |
| Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)  |
| Mandatory Remote Install Prep for P25 or TETRA  |
| DVSI 2-Port USB Decoder Unit (for P25, DMR, MOTOTRBO, NXDN) - Max 8   |
| Motorola Vesta Integration Bundle (includes 209029, 271174, 271140)   |

**TOTAL FOR EVENTIDE GSA ITEMS**


| Eventide P/N | GSA Price  | Extended GSA Price | List Price (USD) |
|--------------|------------|--------------------|------------------|
| NexLog740DX  | \$6,524.89 | \$6,624.89         | \$ 7995.00       |
| DX799        | \$1,509.82 | \$1,509.82         | \$ 1850.00       |
| DX730        | No Charge  | No Charge          | No Charge        |
| DX755        | \$1,175.21 | \$1,175.21         | \$ 1440.00       |
| 324430       | \$293.80   | \$293.80           | \$ 360.00        |
| 271052       | \$3,468.51 | \$3,468.51         | \$ 3,850.00      |
| DXANA24      | \$4,896.73 | \$4,896.73         | \$ 6,000.00      |
| 271083       | \$812.04   | \$812.04           | \$ 995.00        |
| 271111       | \$159.14   | \$159.14           | \$ 195.00        |
| 115021       | \$812.04   | \$812.04           | \$ 1495.00       |
| 271098       | \$812.04   | \$812.04           | \$ 995.00        |
| 115015       | \$2,856.42 | \$2,856.42         | \$ 3,500.00      |
| 324720       | \$2,448.36 | \$4,896.72         | \$ 3,000.00      |
| DX912        | \$8,157.13 | \$8,157.13         | \$ 9,995.00      |

**\$36,474.49**



## NexLog DX Next Generation Communications Recorders

|                   |                             |
|-------------------|-----------------------------|
| Quotation Number: | Chemung County SO_1-04-2021 |
| Date:             | 1/4/2021                    |

|                     |   |  |  |
|---------------------|---|--|--|
| <b>Customer:</b>    | Chemung County Sheriff's Office   | <br><b>INTERACTION INSIGHT CORPORATION</b><br><br><b>GSA CONTRACT NUMBER:</b> | <b>Richard Geremia</b><br><b>Interaction Insight Corporation</b><br>747 2nd Ave, 2nd Floor<br>New York, NY 10017<br>(800) 285-2950 X120<br>rgeremia@interactioninc.com |
| <b>Contact:</b>     | Doug Hooper   |  |  |
| <b>Description:</b> | Eventide NexLog 740 DX recording systems configured as follows:<br><br>One Eventide NexLog 740 DX recording system consisting of: 24 Channels of Analog, 8 Channels of VoIP for Motorola AIS Talk Paths and 5 Vesta analog positions and position Select radio) Includes Motorola AIS P25 integration licenses. Items highlighted are pass-through costs that go directly to Motorola.<br><br>Quote includes: Enhanced Reporting, On-site Installation, System Programming, Unlimited Lifetime Admin and User Training, and First |  |  |

| QUOTED BY | WARRANTY               | DELIVERY    | DISCOUNT | VALIDITY | F.O.B       | TERMS   |
|-----------|------------------------|-------------|----------|----------|-------------|---------|
| RG        | 1 Year (options below) | 4 weeks ARO | 18%      | 90 Days  | Destination | Current |

| Unit or Site ID | NexLog Model Choice | Front Panel Choice | Rack Slide Choice | Internal Storage Array Choice | Archive Drive(s) Choice | VoIP Ch. QTY | G. 729 Ch. QTY | Analog Ch. QTY | Digital PBX Ch. QTY | T1 Tap Ch. QTY | E1 Tap Ch. QTY | T1 Term Ch. QTY | E1 Ter m Ch. | Gpio Ch. QTY | Addl. Network Card | IRIG B Card |
|-----------------|---------------------|--------------------|-------------------|-------------------------------|-------------------------|--------------|----------------|----------------|---------------------|----------------|----------------|-----------------|--------------|--------------|--------------------|-------------|
| Site 1          | NexLog 740 DX       | LCD Display        | 4-Post            | 2x1TB swap Raid1=1TB          | 1xDVD-Ram               | 8            |                | 24             |                     |                |                |                 |              |              | 1                  |             |

| Site 1                      |  | NexLog 740 Hardware Items (Quantities are automatically populated from the NexLog Configuration Selector)  |     |              |              |       |              |               |               |  |  |
|-----------------------------|--|--|-----|--------------|--------------|-------|--------------|---------------|---------------|--|--|
|                             |  | Description  | Qty | Part No.     | List Price   | Disc. | Net Price    | Extended List | Extended Net  |  |  |
| 1                           |  | NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates. | 1   | NexLog740 DX | \$ 7,995.00  | 18%   | \$ 6,524.88  | \$ 7,995.00   | \$ 6,524.88   |  |  |
| 1                           |  | Integrated 7" Color LCD Touch Screen Display for NexLog 740  | 1   | DX899        | \$ 1,595.00  | 18%   | \$ 1,301.71  | \$ 1,595.00   | \$ 1,301.71   |  |  |
| 1                           |  | Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage  | 1   | DX799        | \$ 1,850.00  | 18%   | \$ 1,509.82  | \$ 1,850.00   | \$ 1,509.82   |  |  |
| 1                           |  | Equip with 1 Multi-Drive for DVD-RAM (standard)  | 1   | DX730        | \$ -         | 18%   | \$ -         | \$ -          | \$ -          |  |  |
| 1                           |  | Rack Mount Slides - 4 Post, 3U (for NexLog DX740)  | 1   | 324430       | \$ 360.00    | 18%   | \$ 293.80    | \$ 360.00     | \$ 293.80     |  |  |
| Site 1                      |  | Channel Input Cards and Licenses (Quantities are automatically populated from the NexLog Configuration Selector)   |     |              |              |       |              |               |               |  |  |
|                             |  | Description  | Qty | Part No.     | List Price   | Disc. | Net Price    | Extended List | Extended Net  |  |  |
| 1                           |  | Internal IP Recorder with First 8 G.711 Channels   | 1   | 271052       | \$ 3,850.00  | 18%   | \$ 3,142.06  | \$ 3,850.00   | \$ 3,142.06   |  |  |
| 1                           |  | 24-Channel Analog Card, 24 Ch. Licenses  | 1   | DXANA24      | \$ 6,000.00  | 18%   | \$ 4,896.72  | \$ 6,000.00   | \$ 4,896.72   |  |  |
| 1                           |  | Quad-port 100/GB PCI Network Card  | 1   | DX755        | \$ 1,440.00  | 18%   | \$ 1,175.21  | \$ 1,440.00   | \$ 1,175.21   |  |  |
| Site 1                      |  | Web Access Playback Licenses (Quantities are manually selected using the 4 left-most columns)  |     |              |              |       |              |               |               |  |  |
|                             |  | Description  | Qty | Part No.     | List Price   | Disc. | Net Price    | Extended List | Extended Net  |  |  |
| 1                           |  | 8 pack MediaWorks PLUS (web) concurrent license  | 1   | 271083       | \$ 995.00    | 18%   | \$ 812.04    | \$ 995.00     | \$ 812.04     |  |  |
| 1                           |  | Eventide MP3 option for MediaWorks DX  | 1   | 271111       | \$ 195.00    | 18%   | \$ 159.14    | \$ 195.00     | \$ 159.14     |  |  |
| 1                           |  | Enhanced Reporting Package   | 1   | 115021       | \$ 1,495.00  | 18%   | \$ 1,220.10  | \$ 1,495.00   | \$ 1,220.10   |  |  |
| 1                           |  | Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)   | 1   | 271098       | \$ 995.00    | 20%   | \$ 796.00    | \$ 995.00     | \$ 796.00     |  |  |
| Site 1                      |  | Integration and Interface Licenses (Quantities are manually selected using the 4 left-most columns)  |     |              |              |       |              |               |               |  |  |
|                             |  | Description  | Qty | Part No.     | List Price   | Disc. | Net Price    | Extended List | Extended Net  |  |  |
| 1                           |  | 911 NENA ANI/ALI CAD Spill Integration - USA/Canada only   | 1   | 209029       | \$ 3,495.00  | 18%   | \$ 2,852.34  | \$ 3,495.00   | \$ 2,852.34   |  |  |
| 1                           |  | Metadata Integration for Dispatch, RoIP, and Other Systems   | 1   | 209157       | \$ 3,495.00  | 18%   | \$ 2,852.34  | \$ 3,495.00   | \$ 2,852.34   |  |  |
| 1                           |  | Vesta 911 IP-SPAN VOICE Recording Enabler licenses   | 1   | 271140       | \$ 2,495.00  | 18%   | \$ 2,036.22  | \$ 2,495.00   | \$ 2,036.22   |  |  |
| 1                           |  | Solacom i3 Data Handling License   | 1   | 271174       | \$ 3,495.00  | 18%   | \$ 2,852.34  | \$ 3,495.00   | \$ 2,852.34   |  |  |
| 1                           |  | Integration to ASTRO 25 system - Initial ASTRO version - SINGLE  | 1   | 209220       | \$ 14,995.00 | 18%   | \$ 12,237.72 | \$ 14,995.00  | \$ 12,237.72  |  |  |
| Site 1                      |  | Vocoder Options (Quantities are manually selected using the 4 left-most columns)   |     |              |              |       |              |               |               |  |  |
|                             |  | Description  | Qty | Part No.     | List Price   | Disc. | Net Price    | Extended List | Extended Net  |  |  |
| 2                           |  | DVSI 2-Port USB Decoder Unit (for DMR, TRBO, and NXDN) - Max   | 2   | 324720       | \$ 3,000.00  | 18%   | \$ 2,448.36  | \$ 6,000.00   | \$ 4,896.72   |  |  |
| Product Sub-Total:          |  |  |     |              |              |       |              | \$ 60,745.00  | \$ 49,559.11  |  |  |
| Site 1                      |  | AIS/API Licenses (Quantities are manually selected using the 4 left-most columns)  |     |              |              |       |              |               |               |  |  |
|                             |  | Description  | Qty | Part No.     | List Price   | Disc. | Net Price    | Extended List | Extended Net  |  |  |
| 1                           |  | Mandatory license fee for Initial System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)   | 1   | 271141       | \$ 54,995.00 | None  | \$ 54,995.00 | \$ 54,995.00  | \$ 54,995.00  |  |  |
| SDK Fees Sub-Total:         |  |  |     |              |              |       |              | \$ 54,995.00  | \$ 54,995.00  |  |  |
| Site 1                      |  | Eventide Services & Miscellaneous (Quantities are manually selected using the 4 left-most columns)   |     |              |              |       |              |               |               |  |  |
|                             |  | Description  | Qty | Part No.     | List Price   | Disc. | Net Price    | Extended List | Extended Net  |  |  |
| 1                           |  | Mandatory Remote Install Prep for P25; (Non-Discountable)  | 1   | 115015       | \$ 3,500.00  | None  | \$ 3,500.00  | \$ 3,500.00   | \$ 3,500.00   |  |  |
| 3                           |  | Installation, Programming, and Training  | 3   | Pro Services | \$ 1,800.00  | None  | \$ 1,800.00  | \$ 5,400.00   | \$ 5,400.00   |  |  |
| 1                           |  | Bronze Support - Remote Service Agreement Including Enhanced HW Warranty & SMA, during Regular Business Hours  | 1   | Bronze       | \$ 7,289.40  | None  | \$ 7,289.40  | \$ 7,289.40   | \$ 7,289.40   |  |  |
| Services & Misc. Sub-Total: |  |  |     |              |              |       |              | \$ 16,189.40  | \$ 16,189.40  |  |  |
| TOTAL QUOTATION             |  |  |     |              |              |       |              | LIST PRICE    | NET PRICE     |  |  |
|                             |  |  |     |              |              |       |              | \$ 76,934.40  | \$ 120,743.51 |  |  |

# Eventide®

# NexLOG™

# DX SERIES™

## Advanced Recording Solutions for Mission-Critical Communications



**Recording Systems • Software Solutions • Smart Gateways**

**NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM  
Incident Reconstruction • Instant Recall • Mobile  
Quality Assessment • Screen Recording • Reporting  
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED-137B/C**

*Eventide's mission-critical recording solutions are trusted  
by organizations worldwide to capture, secure  
and reconstruct their most important interactions.*

## ► NexLog DX-Series Communications Recording Software and Solutions

NexLog DX-Series™ recording solutions are the culmination of over 30 years of mission-critical recording experience. The DX-Series continues the NexLog tradition of reliability and ease-of-use while focusing on Digital Transformation (DX) to meet tomorrow's needs. With expanded solution architectures, as well as enhanced security, scalability and integrations, the NexLog DX-Series is truly the next generation recorder.

The NexLog DX-Series software includes multi-tier security and a web-based configuration management tool, as well as support for password policies, Active Directory, SNMP, TLS and AES-256 encryption.

The innovative *NexLog Access Bridge* option enables a scalable approach to enterprise deployments. Multiple recorders can be linked together for unified searching, replay, incident management and configuration.

### NexLog 740 DX-Series™ Recording Solution



Channel Capacity\*: 96 Analog, 96 Digital PBX, 192 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 3U Rack-Mountable

### NexLog 840 DX-Series™ Recording Solution



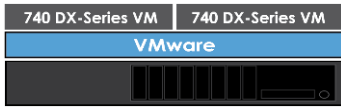
Channel Capacity\*: 240 Analog, 240 Digital PBX, 240 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 4U Rack-Mountable

### DX-Series Smart Gateways™



**Captures, Buffers and Transfers to DX-Series Recording Solutions**  
Up to 24 Analog, 24 Digital, 48 T1, 60 E1 or 120 VoIP Channels. 1U

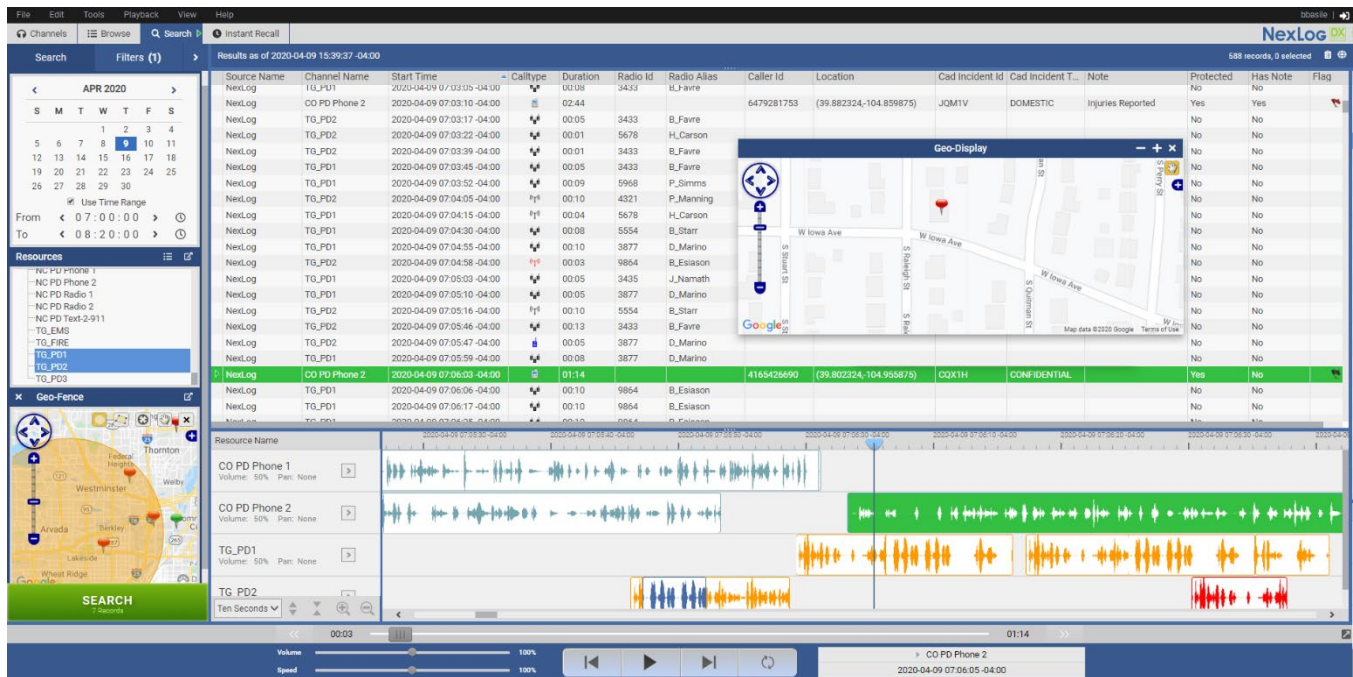
### NexLog DX-Series™ Virtual Recording Solution



Channel Capacity\*: 560 VoIP, 240+ P25. Add **DX-Series Smart Gateways** for Analog, Digital or Remote VoIP. Works with **ESXi**

## ► MediaWorks DX Software: Incident Reconstruction, Instant Recall and More!

The **MediaWorks DX**™ software option provides secure access, replay and management of audio, screen, multimedia, text and TDD recordings. It is available via web browser on PCs, tablets and phones (using secure HTML5 technology) or as a native application on a PC. MediaWorks DX provides a complete set of tools to Browse, Search, Replay, Instant Recall, Live Monitor, Reconstruct Incidents, Protect, Export and much more.



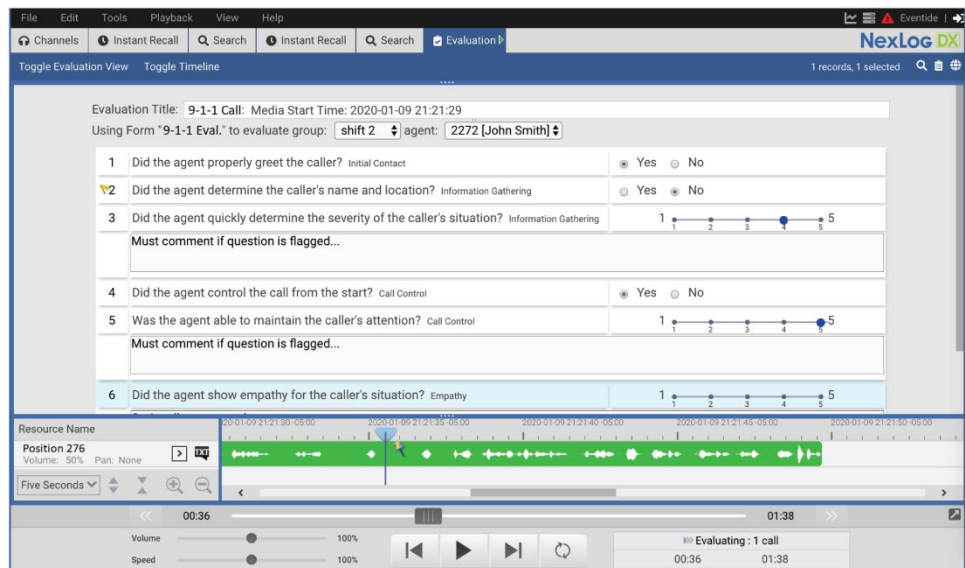
**Capabilities include:** Graphical Time-Line • Waveform Display • Talking Time and Date • Zoom In/Out • Loop Playback Skip Forward/Back • Playback AGC • Pitch-Corrected Variable Speed • Redact Audio • Obfuscate Audio • Audio Annotation • Text Annotation • Screen Replay • Text/SMS Replay • Multimedia Replay • Call Notes • Lock Recordings Protect Calls • Quarantine Recordings • Pop-Out Search Tools • Geo-Fence Search • Speech Search • Location Display\*\* Location Tracking\*\* • Multi-Parameter Search • Create Incident • Modify Incident • Attach Other Media • Split/Join Audio Clips • Restrict Access • Share Incident Folder • Pre-Set Exports • Menu Driven Export • Incident Export • Single and Multi-Recording Export • Export with Secure Standalone Player • Phone and Tablet Support • Multiple Monitor Support Configurable Layout • Dark Mode • Touch Screen Support • Accessibility Modes • Two Factor Authentication • Auditing



## ► **Quality Factor DX Software: Integrated Quality Assessment and Reporting**

The *Quality Factor DX™* software option facilitates a quality assurance program to fit your agency's needs. With its built-in APCO/NENA QA/QI evaluation forms, you can quickly start measuring agent performance and help to protect your center from unwarranted conformance questions.

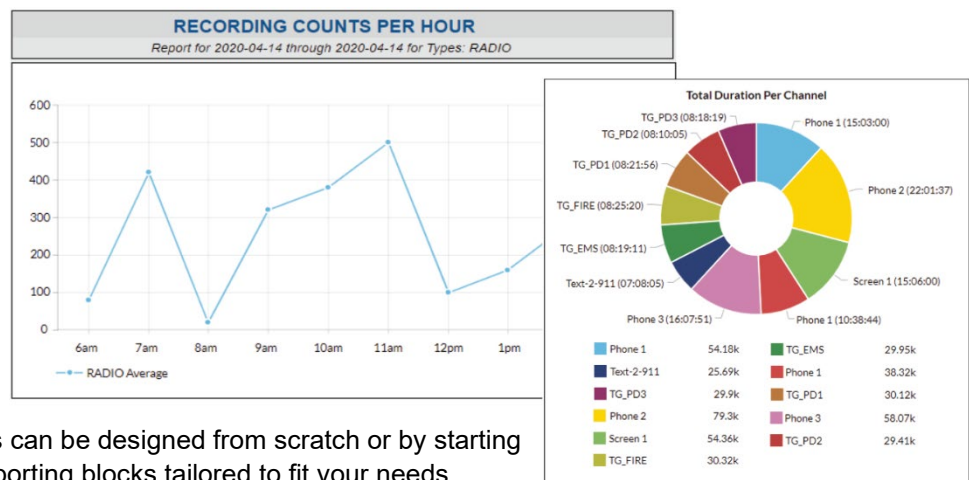
*Quality Factor DX* software includes a wide range of options for scoring, comments, notifications, scheduling, and reporting that can be selected to fit any agency. Add the optional *Screen Recording DX* software to get the complete picture via synchronized voice and screen replay.



## ► **Reporting Engine DX**

The flexible *Reporting Engine DX™* option provides directors and managers with business intelligence to help determine necessary staffing levels and workflows, and to help justify budgets. Radio traffic, 9-1-1 and administrative phone activity can all be joined into actionable reports.

Reports can be generated on a schedule and delivered via email, PDF, or viewed in a browser. Custom reports can be designed from scratch or by starting from a wide range of pre-configured reporting blocks tailored to fit your needs.



## ► **Screen Recording DX**

The *Screen Recording DX™* option allows you to capture high-quality videos of workstation activity that can be seamlessly synchronized with recorder audio. Supervisors can benefit by obtaining a better understanding of each agent's compliance with required practices and protocols. *Screen Recording DX* can capture the important imagery appearing on a user's PC screen, such as surveillance camera video, maps, or overlay application video. Screen recording replay can also aid during incident investigations and can help to document issues with other software.

The *Screen Recording DX* software can efficiently capture up to 20 frames per second, offers flexible bandwidth-limiting options, supports multiple displays and is compatible with modern Windows and Linux workstations.

## ► **NexLog DX-Series Software Update Subscription (DXSUS)**

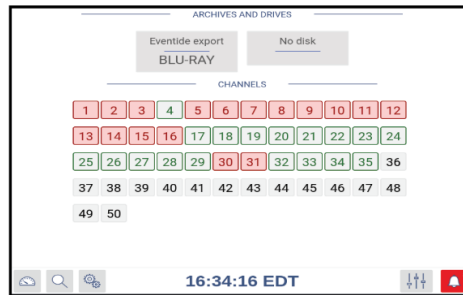
The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The *DX-Series Software Update Subscription (DXSUS™)* provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality. Each NexLog DX-Series software version is conveniently designated by its year of release, as well as its update level (example: "Version 2020.1").

The first 12 Months of **DXSUS** coverage is included at no charge with the purchase of each DX-Series recorder, virtual recording solution or DX-Series Smart Gateway product. *Yearly renewals of coverage will help assure that your NexLog DX-Series products maintain the highest levels of security, performance, functionality and supportability.*

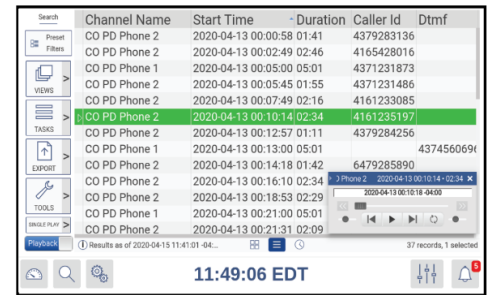


## ► LCD Touch Screen

The optional 7" multi-touch LCD screen (on the front panel) lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status, configure the NexLog DX recording system and more.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

## ► NexLog DX-Series

### Interoperability:

#### RADIO TECHNOLOGIES:

Motorola Astro 25  
Motorola Dimetra IP  
Motorola MotoTrbo Cap Max  
Motorola MotoTrbo Cap Plus  
Motorola MotoTrbo LCP  
Motorola MotoTrbo IPSC  
Motorola SmartNet/Zone  
Motorola MDC1200  
L3Harris VIDA P25  
L3Harris EDACS via MGW  
ISSI & OTAR for P25 Trunked  
EF Johnson ATLAS P25  
Tait P25 Trunked via ISSI  
Tait/L3Harris DMR Tier III  
Tait/L3Harris DMR Tier II  
Tait MPT-IP  
Sepura/Fylde DMR III  
Sepura/Fylde MPT1327  
ICOM iDAS Conventional  
Kenwood NexEdge Trunked  
ESChat PTT

#### 9-1-1 TECHNOLOGIES:

NENA i3 SIPREC  
NENA i3 SMS/MMS/Logging  
Zetron MAX Call Taking  
Zetron Series 3200  
Intrado VIPER  
Motorola VESTA  
Motorola CallWorks  
Emergitech IP9-1-1  
TCS Solacom Guardian  
RapidSOS  
Carbyne 911  
Priority Dispatch AQUA

#### CAD TECHNOLOGIES:

Southern Software  
Hexagon Edge Frontier  
New World Tyler  
MobileTec InMotion  
Motorola Spillman  
Central Square Inform  
Central Square Zuercher  
Central Square Sungard  
Geoconex

#### DISPATCH TECHNOLOGIES:

Zetron MAX Dispatch  
Zetron ACOM Novus  
Zetron DCS-5020  
AVTEC Scout  
Motorola MCC7500  
Omnitronics Omnicore  
L3Harris SwitchPlus IP  
L3Harris Symphony  
Telex Radio Dispatch  
Telex IP-223 & IP-224  
Catalyst IP|Console  
PENTA cPCx  
Cisco IPICS  
CSS Mindshare  
CTI RadioPro Dispatch  
InterTalk Vantage DCS  
iNEMSOFT Console/Gateway  
SmartPTT Dispatch  
JPS Interoperability Solutions

#### PHONE TECHNOLOGIES:

VoIP and SIP Telephones  
Digital PBX Telephones  
Analog Telephones  
2-wire Analog lines  
4-wire Analog circuits  
CAMA Trunks  
T1, E1, and ISDN Trunks  
SIP Trunks  
Cisco Built-in Bridge (BiB)  
Mitel SRC

#### ADDITIONAL TECHNOLOGIES:

VMware  
AWS Cloud Storage  
Calabrio (NexLog as Gateway)  
Harding Instruments DXL Intercom  
GAI-Tronics Intercom  
Industronic PA/GA  
Thales TopSky  
ThruPut ATG  
Asterix IP Surveillance Data  
Park Air T6 GRS  
Jotron 7000 Series GRS  
Rohde & Schwarz 4400 GRS  
Integration by others via API

## ► Air Traffic Management and ED-137

NexLog DX-Series recording solutions can record all types of ATC/ATM audio sources, including controller working positions, VCCS, GRS, ambient audio, and telephones. NexLog systems fully support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide actively participates in EUROCAE's Working Group 67 and the EUROCONTROL VOTE group.

## ► Synchronized Replay for ATC/ATM

NexLog DX-Series systems can directly record CWP screens and provide synchronized replay of both screen and audio. NexLog DX-Series recorders can also interface with Thales airspace navigation systems for synchronized replay of audio with CWP scenario replay. A DX-Series replay control API is also available.

## ► Redundancy

NexLog 740 DX-Series and NexLog 840 DX-Series recorders each include redundant power supplies and redundant disk drives. Redundant archiving options include NAS, Blu-ray/DVD-RAM, RDX, and removable HDD.

NexLog 740 DX-Series and NexLog 840 DX-Series recorders are available in sets of multiple units for fully redundant "Active + Active" recording, storage and archiving.



© 2020 Eventide Inc. Specifications and features are subject to change without notice. Some listed features are extra-cost options. Capacities are for DX-Series units. \*Check with Eventide for mixed-type channel capacities, and for pre-sales review of digital phone, LMR, VoIP phone, and VoIP codec compatibility. \*\*Location view & tracking functions require coordinates to be delivered to the recorder and require both Chrome browser and Google Maps.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing Transport Service Agreements on behalf of the Chemung County Sheriff

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

A Resolution to renew Agreements with Transport personnel for the Chemung County Sheriff's Office for 2022 calendar year.

|                   |           |                        |            |               |              |
|-------------------|-----------|------------------------|------------|---------------|--------------|
| Vendor/Provider   | Various   |                        |            |               |              |
| Term              | 12 Months | Total Amount           | \$19.00/hr | Prior Amount  | \$19.00/hour |
| Local Share       | 100%      | State Share            | 0          | Federal Share | 0            |
| Project Budgeted? | Yes       | Funds are in Account # |            |               |              |

### **CREATION:**

|                      |                  |
|----------------------|------------------|
| Date/Time:           | Department:      |
| 2/25/2022 1:31:00 PM | County Executive |

### **APPROVALS:**

|                    |           |                      |  |
|--------------------|-----------|----------------------|--|
| Date/Time:         | Approval: | Department:          |  |
| 2/25/2022 1:45 PM  | Approved  | County Executive     |  |
| 2/25/2022 3:23 PM  | Approved  | Budget and Research  |  |
| 3/10/2022 10:34 AM | Approved  | Legislature Chairman |  |

### **ATTACHMENTS:**

|   |                              |            |
|---|------------------------------|------------|
| Name:   | Description:                 | Type:      |
| <a href="#">Cornacchio M 2022 Agreement.pdf</a> | Cornacchio, M 2022 Agreement | Cover Memo |
| <a href="#">Reynolds D 2022 Agreement.pdf</a>   | Reynolds, D 2022 Agreement   | Cover Memo |
| <a href="#">Swanson C 2022 Agreement.pdf</a>    | Swanson, C 2022 Agreement    | Cover Memo |
| <a href="#">Wilkins R 2022 Agreement.pdf</a>    | Wilkins, R 2022 Agreement    | Cover Memo |
| <a href="#">Zito G 2022 Agreement.pdf</a>       | Zito, G 2022 Agreement       | Cover Memo |

## **AGREEMENT**

**THIS AGREEMENT**, made between the **COUNTY OF CHEMUNG**, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

**-AND-**

**MICHAEL F. CORNACCHIO**  
**258 LAKE ROAD**  
**MILLERTON, PA 16936**

(Hereinafter referred to as "**PROVIDER**").

### **WITNESSETH:**

**WHEREAS**, the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

**WHEREAS**, the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY**, and

**WHEREAS**, the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided,

**NOW, THEREFORE**, it is mutually agreed between the parties involved as follows:

### **TERM OF AGREEMENT**

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

### **BUDGET AND TOTAL AMOUNT OF AGREEMENT**

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

### **RELATIONSHIP AS INDEPENDENT PROVIDER**

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

#### **ASSIGNMENTS**

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

#### **COMPLIANCE WITH APPLICABLE LAWS**

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

#### **INSURANCE**

6. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

#### **HOLD HARMLESS/INDEMNIFICATION**

7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

#### **TERMINATION**

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

#### **NON-DISCRIMINATION**

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

#### **FOR CONTRACTS RECEIVING STATE FUNDING**

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

#### **FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly.

The above recited language reflects the Federal requirements for all federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

#### **EXECUTORY BASED ON AVAILABILITY OF MONIES**

10. This Agreement shall be deemed executory only to the extent of the monies appropriated and available to the COUNTY for the purpose of the Agreement, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

#### **COOPERATION**

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

#### **GENERAL PROVISIONS**

12. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

14. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date herein written.

**DATE:** \_\_\_\_\_

**COUNTY OF CHEMUNG**

**BY:** \_\_\_\_\_  
**COUNTY EXECUTIVE**  
**CHRISTOPHER J. MOSS**

**DATE:** \_\_\_\_\_

**COUNTY OF CHEMUNG**

**BY:** \_\_\_\_\_  
**SHERIFF**  
**WILLIAM SCHROM**

**DATE:** \_\_\_\_\_

**MICHAEL F. CORNACCHIO**

**BY:** \_\_\_\_\_  
**Authorized Signature**  
**SS#:076-42-9434**

**Attachment A = Description of Service**  
**Attachment B = Budget/Payment Schedule**  
**Attachment C = Insurance Requirements**  
**Attachment D = Authorizing Resolution**



**ATTACHMENT "A"**  
**SERVICE DESCRIPTION**

**PROGRAM:   TRANSPORTATION SECURITY**

**DESCRIPTION**

Security provided Chemung County for transportation regarding security, inmates, etc.

**TASKS:**

1.   Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

**ATTACHMENT "B"**

**BUDGET**

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

| <u>PROGRAM</u>   | <u>INVOICE TO:</u> | <u>PAYMENT SCHEDULE</u> |
|--|--------------------|-------------------------|
| TRANSPORTATION<br>OF INMATES AND/<br>OR MENTAL HEALTH<br>CLIENTS | SHERIFF'S          | MONTHLY                 |

|                    |                 |
|--------------------|-----------------|
| <b>Hourly rate</b> | <b>\$ 19.00</b> |
|--------------------|-----------------|

**UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:**

- I. For the cost of any road tolls PROVIDER has paid.
- II. For the cost of any inmate/client meals paid personally by PROVIDER when inmate/client has missed a meal due to time restraints and travel arrangements.

**ATTACHMENT "C"**

**CERTIFICATE OF INSURANCE REQUIREMENTS**

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.

## **AGREEMENT**

**THIS AGREEMENT**, made between the COUNTY OF CHEMUNG, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

**-AND-**

**DONALD E. REYNOLDS  
223 SCOTTWOOD AVE APT B  
ELMIRA HEIGHTS, NY 14903**

(Hereinafter referred to as "**PROVIDER**").

### **WITNESSETH:**

**WHEREAS**, the parties hereto desire to make available to the COUNTY the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

**WHEREAS**, the PROVIDER is qualified to provide and is willing and authorized to furnish such services to the COUNTY, and

**WHEREAS**, the COUNTY desires to contract with the PROVIDER for the furnishing of such services as aforesaid, and the said PROVIDER has agreed to render and furnish such services to the COUNTY to the extent indicated herein, and under the terms and conditions hereinafter provided,

**NOW, THEREFORE**, it is mutually agreed between the parties involved as follows:

### **TERM OF AGREEMENT**

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

### **BUDGET AND TOTAL AMOUNT OF AGREEMENT**

2. The PROVIDER agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the PROVIDER under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

### **RELATIONSHIP AS INDEPENDENT PROVIDER**

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

#### **ASSIGNMENTS**

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

#### **COMPLIANCE WITH APPLICABLE LAWS**

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

#### **INSURANCE**

6. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

#### **HOLD HARMLESS/INDEMNIFICATION**

7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

#### **TERMINATION**

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

#### **NON-DISCRIMINATION**

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

#### **FOR CONTRACTS RECEIVING STATE FUNDING**

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

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By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly.

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#### **EXECUTORY BASED ON AVAILABILITY OF MONIES**

10. This Agreement shall be deemed executory only to the extent of the monies appropriated and available to the COUNTY for the purpose of the Agreement, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

#### **COOPERATION**

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of

loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

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15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date herein written.

**DATE:** \_\_\_\_\_

**COUNTY OF CHEMUNG**

**BY:** \_\_\_\_\_  
**COUNTY EXECUTIVE**  
**CHRISTOPHER J. MOSS**

**DATE:** \_\_\_\_\_

**COUNTY OF CHEMUNG**

**BY:** \_\_\_\_\_  
**SHERIFF**  
**WILLIAM SCHROM**

**DATE:** \_\_\_\_\_

**DONALD E. REYNOLDS**

**BY:** \_\_\_\_\_  
**Authorized Signature**  
**SS#: 133-28-2107**

**Attachment A = Description of Service**  
**Attachment B = Budget/Payment Schedule**  
**Attachment C = Insurance Requirements**  
**Attachment D = Authorizing Resolution**

**ATTACHMENT "A"**  
**SERVICE DESCRIPTION**

**PROGRAM:   TRANSPORTATION SECURITY**

**DESCRIPTION**

Security provided Chemung County for transportation regarding security, inmates, etc.

**TASKS:**

1.   Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

**ATTACHMENT "B"**

**BUDGET**

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

| <b>PROGRAM</b>   | <b>INVOICE TO:</b> | <b>PAYMENT SCHEDULE</b> |
|--|--------------------|-------------------------|
| TRANSPORTATION<br>OF INMATES AND/<br>OR MENTAL HEALTH<br>CLIENTS | SHERIFF'S          | MONTHLY                 |

**Hourly rate** **\$ 19.00**

**UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:**

- I. For the cost of any road tolls PROVIDER has paid.
- II. For the cost of any inmate/client meals paid personally by PROVIDER when inmate/client has missed a meal due to time restraints and travel arrangements.

**ATTACHMENT "C"**

**CERTIFICATE OF INSURANCE REQUIREMENTS**

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.

## **AGREEMENT**

**THIS AGREEMENT**, made between the **COUNTY OF CHEMUNG**, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

**-AND-**

**CHARLES R. SWANSON  
226 SMITH ROAD  
PINE CITY, NY 14871**

(Hereinafter referred to as "**PROVIDER**").

### **WITNESSETH:**

**WHEREAS**, the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

**WHEREAS**, the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY**, and

**WHEREAS**, the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided,

**NOW, THEREFORE**, it is mutually agreed between the parties involved as follows:

### **TERM OF AGREEMENT**

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

### **BUDGET AND TOTAL AMOUNT OF AGREEMENT**

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

### **RELATIONSHIP AS INDEPENDENT PROVIDER**

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

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4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

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5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

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Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

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7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

#### **TERMINATION**

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

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#### **COOPERATION**



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15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

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**DATE:** \_\_\_\_\_

**COUNTY OF CHEMUNG**

**BY:** \_\_\_\_\_  
**COUNTY EXECUTIVE**  
**CHRISTOPHER J. MOSS**

**DATE:** \_\_\_\_\_

**COUNTY OF CHEMUNG**

**BY:** \_\_\_\_\_  
**SHERIFF**  
**WILLIAM SCHROM**

**DATE:** \_\_\_\_\_

**CHARLES R. SWANSON**

**BY:** \_\_\_\_\_  
**Authorized Signature**  
**SS#:094-60-9482**

**Attachment A = Description of Service**  
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**Attachment C = Insurance Requirements**  
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**ATTACHMENT "A"**  
**SERVICE DESCRIPTION**

**PROGRAM:   TRANSPORTATION SECURITY**

**DESCRIPTION**

Security provided Chemung County for transportation regarding security, inmates, etc.

**TASKS:**

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**ATTACHMENT "B"**

**BUDGET**

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| TRANSPORTATION<br>OF INMATES AND/<br>OR MENTAL HEALTH<br>CLIENTS | SHERIFF'S          | MONTHLY                 |

**Hourly rate** **\$ 19.00**

**UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:**

- I. For the cost of any road tolls PROVIDER has paid.
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**-AND-**

**ROSEANN WILKINS  
410 POTTER PLACE  
ELMIRA, NY 14901**

(Hereinafter referred to as "**PROVIDER**").

### **WITNESSETH:**

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**WHEREAS**, the COUNTY desires to contract with the PROVIDER for the furnishing of such services as aforesaid, and the said PROVIDER has agreed to render and furnish such services to the COUNTY to the extent indicated herein, and under the terms and conditions hereinafter provided,

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1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

### **BUDGET AND TOTAL AMOUNT OF AGREEMENT**

2. The PROVIDER agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the PROVIDER under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

### **RELATIONSHIP AS INDEPENDENT PROVIDER**

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

#### **ASSIGNMENTS**

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

#### **COMPLIANCE WITH APPLICABLE LAWS**

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

#### **INSURANCE**

6. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

#### **HOLD HARMLESS/INDEMNIFICATION**

7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

#### **TERMINATION**

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

#### **NON-DISCRIMINATION**

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

#### **FOR CONTRACTS RECEIVING STATE FUNDING**

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

#### **FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:**



Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly.

The above recited language reflects the Federal requirements for all federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

#### **EXECUTORY BASED ON AVAILABILITY OF MONIES**

10. This Agreement shall be deemed executory only to the extent of the monies appropriated and available to the COUNTY for the purpose of the Agreement, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

#### **COOPERATION**

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

#### **GENERAL PROVISIONS**

12. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

14. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date herein written.

DATE: \_\_\_\_\_

COUNTY OF CHEMUNG

BY: \_\_\_\_\_  
COUNTY EXECUTIVE  
CHRISTOPHER J. MOSS

DATE: \_\_\_\_\_

COUNTY OF CHEMUNG

BY: \_\_\_\_\_  
SHERIFF  
WILLIAM SCHROM

DATE: \_\_\_\_\_

ROSEANN WILKINS

BY: \_\_\_\_\_  
Authorized Signature  
SS#: 060-34-8524

Attachment A = Description of Service  
Attachment B = Budget/Payment Schedule  
Attachment C = Insurance Requirements  
Attachment D = Authorizing Resolution

**ATTACHMENT "A"**  
**SERVICE DESCRIPTION**

**PROGRAM:   TRANSPORTATION SECURITY**

**DESCRIPTION**

Security provided Chemung County for transportation regarding security, inmates, etc.

**TASKS:**

1.   Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

**ATTACHMENT "B"**

**BUDGET**

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

| <u>PROGRAM</u>   | <u>INVOICE TO:</u> | <u>PAYMENT SCHEDULE</u> |
|--|--------------------|-------------------------|
| TRANSPORTATION<br>OF INMATES AND/<br>OR MENTAL HEALTH<br>CLIENTS | SHERIFF'S          | MONTHLY                 |

|                    |                 |
|--------------------|-----------------|
| <b>Hourly rate</b> | <b>\$ 19.00</b> |
|--------------------|-----------------|

**UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:**

- I. For the cost of any road tolls PROVIDER has paid.
- II. For the cost of any inmate/client meals paid personally by PROVIDER when inmate/client has missed a meal due to time restraints and travel arrangements.

**ATTACHMENT "C"**

**CERTIFICATE OF INSURANCE REQUIREMENTS**

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.

## **AGREEMENT**

**THIS AGREEMENT**, made between the **COUNTY OF CHEMUNG**, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

**-AND-**

**GINA M. ZITO**  
**812 CLAIRMONT AVENUE**  
**ELMIRA, NY 14904**

(Hereinafter referred to as "**PROVIDER**").

### **WITNESSETH:**

**WHEREAS**, the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

**WHEREAS**, the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY**, and

**WHEREAS**, the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided,

**NOW, THEREFORE**, it is mutually agreed between the parties involved as follows:

### **TERM OF AGREEMENT**

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

### **BUDGET AND TOTAL AMOUNT OF AGREEMENT**

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

### **RELATIONSHIP AS INDEPENDENT PROVIDER**

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

#### **ASSIGNMENTS**

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

#### **COMPLIANCE WITH APPLICABLE LAWS**

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

#### **INSURANCE**

6. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.



PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

#### **HOLD HARMLESS/INDEMNIFICATION**

7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

#### **TERMINATION**

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

#### **NON-DISCRIMINATION**

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

#### **FOR CONTRACTS RECEIVING STATE FUNDING**

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

#### **FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

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#### **EXECUTORY BASED ON AVAILABILITY OF MONIES**

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#### **COOPERATION**

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

#### **GENERAL PROVISIONS**

12. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

14. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date herein written.

**DATE:** \_\_\_\_\_

**COUNTY OF CHEMUNG**

**BY:** \_\_\_\_\_  
**COUNTY EXECUTIVE**  
**CHRISTOPHER J. MOSS**

**DATE:** \_\_\_\_\_

**COUNTY OF CHEMUNG**

**BY:** \_\_\_\_\_  
**SHERIFF**  
**WILLIAM SCHROM**

**DATE:** \_\_\_\_\_

**GINA M. ZITO**

**BY:** \_\_\_\_\_  
**Authorized Signature**  
**SS#:107-40-9410**

**Attachment A = Description of Service**  
**Attachment B = Budget/Payment Schedule**  
**Attachment C = Insurance Requirements**  
**Attachment D = Authorizing Resolution**

**ATTACHMENT "A"**  
**SERVICE DESCRIPTION**

**PROGRAM:   TRANSPORTATION SECURITY**

**DESCRIPTION**

Security provided Chemung County for transportation regarding security, inmates, etc.

**TASKS:**

1.   Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

**ATTACHMENT "B"**

**BUDGET**

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

| <u>PROGRAM</u>   | <u>INVOICE TO:</u> | <u>PAYMENT SCHEDULE</u> |
|--|--------------------|-------------------------|
| TRANSPORTATION<br>OF INMATES AND/<br>OR MENTAL HEALTH<br>CLIENTS | SHERIFF'S          | MONTHLY                 |

**Hourly rate** **\$ 19.00**

**UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:**

- I. For the cost of any road tolls PROVIDER has paid.
- II. For the cost of any inmate/client meals paid personally by PROVIDER when inmate/client has missed a meal due to time restraints and travel arrangements.

**ATTACHMENT "C"**

**CERTIFICATE OF INSURANCE REQUIREMENTS**

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bid to Interaction Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management

Resolution #:

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Approval for open market items bid for: \$83,131.51 from Interaction Insight Corp. (formally Stephen Campbell Associates) to complete purchase of Eventide Voice Recording System for 911.

Vendor/Provider Interaction Insight Corp (formally known as Stephen Campbell Associates)

|                   |     |                        |          |               |   |
|-------------------|-----|------------------------|----------|---------------|---|
| Term              | 1   | Total Amount           | \$82,521 | Prior Amount  | 0 |
| Local Share       | 0   | State Share            | \$82,521 | Federal Share | 0 |
| Project Budgeted? | Yes | Funds are in Account # |          |               |   |

### **CREATION:**

|                      |                  |
|----------------------|------------------|
| Date/Time:           | Department:      |
| 3/3/2022 11:29:20 AM | County Executive |

### **APPROVALS:**

|                    |           |                      |  |
|--------------------|-----------|----------------------|--|
| Date/Time:         | Approval: | Department:          |  |
| 3/3/2022 11:31 AM  | Approved  | County Executive     |  |
| 3/7/2022 8:56 AM   | Approved  | Budget and Research  |  |
| 3/10/2022 10:39 AM | Approved  | Legislature Chairman |  |

### **ATTACHMENTS:**

|                              |              |            |
|------------------------------|--------------|------------|
| Name:                        | Description: | Type:      |
| <a href="#">RFB 2377.pdf</a> | RFB 2377     | Cover Memo |



**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**

**RFB-2377**

**Purchase, Install, & Support Eventide Call System**

Bid Opening: 2/03/2022

| Sole Bidder:  |             | Interaction Insight |
|---|-------------|---------------------|
| Description   | Price       |                     |
| Integration to Motorola ASTRO 25 System - Initial ASTRO Version - Single AIS                              | \$12,237.00 |                     |
| Mandatory license fee for Initial Astro System Release - for end-customer with ONE AIS (or FIRST AIS)     | \$54,995.00 |                     |
| Installation of all listed items  | \$6,100.00  |                     |
| One (1) year unlimited User training  | \$0.00      |                     |
| One (1) year hardware and software support including on-site and remote service Mon-Fri 8:00 AM - 6:00 PM | \$9,189.00  |                     |

**\$82,521.00**



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of funding for the Alternatives to Incarceration Program from the New York State Division of Criminal Justice Services, Office of Probation and Correctional Alternatives on behalf of the Chemung County Probation Department (Project for Bail)

Resolution #:

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Prior Resolution #21-388

Requesting the Legislature's authorization to apply and accept funds from the NYS Dept. of Criminal Justice Services (DCJS) to finance the Chemung County Project for Bail. The NYS Executive Law Article 13-A Classification/ATI Service Plan Application and Funding represents a contract renewal covering the term from 07/01/22 - 06/30/23.

|                   |                          |              |          |               |           |
|-------------------|--------------------------|--------------|----------|---------------|-----------|
| Vendor/Provider   | Chemung County Probation |              |          |               |           |
| Term              | 7/2/22-6/30/23           | Total Amount | \$98,192 | Prior Amount  | \$981,192 |
| Local Share       | 0                        | State Share  | \$23,192 | Federal Share | \$75,000  |
| Project Budgeted? | Yes                      | Funds are in |          |               |           |
|                   |                          | Account #    |          |               |           |

### **CREATION:**

|                     |                  |
|---------------------|------------------|
| Date/Time:          | Department:      |
| 3/3/2022 1:14:00 PM | County Executive |

### **APPROVALS:**

|                    |           |                      |  |
|--------------------|-----------|----------------------|--|
| Date/Time:         | Approval: | Department:          |  |
| 3/3/2022 1:15 PM   | Approved  | County Executive     |  |
| 3/7/2022 8:56 AM   | Approved  | Budget and Research  |  |
| 3/10/2022 10:53 AM | Approved  | Legislature Chairman |  |

### **ATTACHMENTS:**

|  |              |            |
|--|--------------|------------|
| Name:                                    | Description: | Type:      |
| <a href="#">mematirenewal2022-23.pdf</a> | Memo         | Cover Memo |



**CHEMUNG COUNTY PROBATION DEPARTMENT**  
**INTER-DEPARTMENTAL CORRESPONDENCE**

**TO:** Christopher J. Moss, Chemung County Executive  
Chemung County Legislature

**FROM:** Stephanie M. Fiorini, Probation Director

**DATE:** March 2, 2022

**RE:** DCJS Alternatives to Incarceration Application  
2022-2023 Contract Renewal

The purpose of this correspondence is to request the Legislature for authorization to apply and accept funds from the New York State Department of Criminal Justice Services (DCJS) to finance the Chemung County for Project for Bail. The NYS Executive Law Article 13-A Classification/ATI Service Plan Application and funding represents a contract renewal covering the term from July 1, 2022 to June 30, 2023. The award for the new contract period is the same as last year, that being \$23,192.

Project for Bail is the pre-trial services agency that monitors and supervises Defendants, except for Adolescent Offenders who are supervised by the Probation Department as part of the County's approved Raise the Age plan. With bail reform, the Court determines which Defendants are eligible and determines the conditions of supervision, using the least restrictive means.

The availability of a pre-trial services program helps to decrease the unsentenced jail population, along with providing Defendants the opportunity to remain in the community pending the outcome of their court proceeding.

Upon approval, the necessary paperwork will be filed with DCJS.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Stephanie M. Fiorini".

Stephanie M. Fiorini  
Probation Director