



## **VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA**

**MEETING DATE:** JUNE 9, 2020

**AGENDA ITEM SECTION:** MATTERS REQUIRING ACTION

**AGENDA ITEM NO. :** 6

**AGENDA ITEM:** CONSIDER A MOTION TO AUTHORIZE THE CHIEF OF POLICE TO ENTER INTO A RENEWED MAINTENANCE AGREEMENT WITH GOOSETOWN RADIO, AT AN ANNUAL MONTHLY RATE OF \$1,309.00, EFFECTIVE JULY 1, 2020

**ITEM BACKUP DOCUMENTATION:**

1. MEMORANDUM DATED JUNE 3, 2020 FROM POLICE CHIEF MANUEL GUEVARA TO MAYOR ROSSILLO, BOARD OF TRUSTEES, MS. CHARLENE INDELICATO/VILLAGE ADMINISTRATOR AND MS. ELIZABETH DREAPER/VILLAGE CLERK
2. GOOSETOWN COMMUNICATIONS SERVICE AGREEMENT



**POLICE DEPARTMENT**  
**VILLAGE OF DOBBS FERRY**

112 Main Street • Dobbs Ferry, New York 10522  
Telephone (914) 693-5500 • Fax (914) 693-2040



**MANUEL R. GUEVARA**  
*Chief of Police*

To: Mayor Vincent Rossillo and Board of Trustees  
Charlene Indelicato, Village Administrator  
Liz Dreaper, Village Clerk

From: Manuel R. Guevara, Chief of Police

Subject: Authorization to Renew Expiring Goosetown Maintenance Contract

Date: June 3, 2020

On June 30<sup>th</sup>, 2020, the Dobbs Ferry Police Department's annual radio maintenance contract with Goosetown Communications, located at 58 North Harrison Avenue, Congers, NY 10920, will expire.

I am seeking authorization to enter into a renewed agreement with Goosetown Communications for a period of one (1) year, effective July 1<sup>st</sup>, 2020 and will expire on June 30<sup>th</sup> 2021. The monthly fee of this this agreement is \$1309.00.

This service agreement maintains the same fees and conditions as the previous year's agreement with no changes.

I thank you for your assistance in this matter.



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 FAX (845) 268-5345

## SERVICE AGREEMENT

Date: 05/28/2020

Company Name: Village of Dobbs Ferry  
 Billing Address: 112 Main St.  
 City, State, Zip: Dobbs Ferry, NY 10522  
 Customer Contact: Chief Manuel Guevara  
 Payment Cycle: Monthly

Contract Start Date: 7/1/2020

Tax Exempt: Yes  NO  If yes attach a copy of tax exempt certificate.

Quantity	Model	Description	Monthly	Extended
3	Quantar	UHF Quantar	\$100.00	\$300.00
2	Astro	AstroTac RXR	\$25.00	\$50.00
1	DIU	DIU	\$30.00	\$30.00
2	Avtec	2 Position AVTEC Console	\$100.00	\$200.00
1	GE	Low Band Base Fire	\$100.00	\$100.00
1	Micor	Low Band Base 2	\$50.00	\$50.00
8	CPI	Tone Remotes	\$5.00	\$40.00
1	MTR3000	VHF Repeater DPW	\$100.00	\$100.00
1	CM200	Base Station	\$15.00	\$15.00
12	XTL	XTL2500 Mobiles (Police)	\$12.00	\$144.00
8	CDM	Low Band Mobiles (Fire)	\$12.50	\$100.00
8	XTL	County Trunking Radio (Fire)	\$12.50	\$100.00
4	CPI	Tone Remotes	\$5.00	\$20.00
4	CM200	Base Station Order/VAC/Village/Fire Closet	\$15.00	\$60.00
			Monthly Total:	\$1,309.00

24x7 coverage for all repeater and console related equipment.

### Service Terms and Conditions

Goosetown Communications Inc (Goosetown) and the customer named in this Agreement ("Customer") hereby agree as follows:

#### Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby GOOSETOWN will provide to Customer either (1) maintenance, support and/or other services under a GOOSETOWN Service Agreement, or (2) installation services under a GOOSETOWN Installation Agreement





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## **Section 2 DEFINITIONS AND INTERPRETATION**

- 2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.
- 2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

## **Section 3 ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by GOOSETOWN. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

## **Section 4 SCOPE OF SERVICES**

- 4.1. GOOSETOWN will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Goosetown may also provide additional services at GOOSETOWN's then-applicable rates for such services.
- 4.2. If GOOSETOWN is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by GOOSETOWN will be followed.
- 4.3. If Customer purchases from GOOSETOWN additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.
- 4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the agreement. Upon reasonable request by GOOSETOWN, Customer will provide a complete serial and model number list of the equipment. Customer must promptly notify GOOSETOWN in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which GOOSETOWN receives such written notice.
- 4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 4.6. If Equipment cannot, in GOOSETOWN's reasonable opinion, be properly or economically serviced for any reason, GOOSETOWN may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.



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4.7. Customer must promptly notify GOOSETOWN of any Equipment failure. GOOSETOWN will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

#### **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multi-coupler. GOOSETOWN has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for equipment malfunction caused by such transmission medium.

#### **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When GOOSETOWN performs service at Customer's location, Customer will provide GOOSETOWN, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from GOOSETOWN or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that GOOSETOWN may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:00 a.m. to 5:00 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by GOOSETOWN in rendering the Services, Customer agrees to reimburse GOOSETOWN for such charges and expenses.

#### **Section 7 CUSTOMER CONTACT**

Customer will provide GOOSETOWN with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with GOOSETOWN.

#### **Section 8 PAYMENT**

Unless alternative payment terms are specifically stated in this Agreement, GOOSETOWN will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse GOOSETOWN for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of GOOSETOWN) by any governmental entity.





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## **Section 9 WARRANTY**

GOOSETOWN warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require GOOSETOWN to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. GOOSETOWN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10 DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to GOOSETOWN will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, GOOSETOWN will have no further obligation to provide Services.

## **Section 11 LIMITATION OF LIABILITY**

Goosetown warrants that all services performed on the rented equipment shall be of the kind and quality necessary to assure performance of such equipment in accordance with the published specifications. It is specifically agreed that Goosetown shall not be liable to Customer for:

a) Any damages incurred by Customer as a result of any interruption in the operation of its communication system or of any failure of said system or any part thereof. In no event shall Customer or any employee of Customer, make any claim against Goosetown Communications, Inc. for indirect or consequential damages. It is further agreed that Goosetown has no responsibilities with respect to the installation, service maintenance of motor generators, batteries, or other devices required or used for furnishing power to the communications equipment, nor with respect to effects upon transmission or reception produced by or emanating from such power supplies, nor for wiring, fusing or termination of any 110 volt AC or DC circuits unless otherwise agreed in writing by Goosetown. Further Goosetown shall not be responsible for modifying or making additions to the communication system of Renter possible as a result of progress in the technical art unless requested and paid for by Customer as provided. GOOSETOWN's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT GOOSETOWN WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY TECHNICAL PURSUANT TO THIS AGREEMENT.



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## **Section 12 EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain GOOSETOWN's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at GOOSETOWN's request. Customer may not disclose, without GOOSETOWN's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to GOOSETOWN will be deemed secret or confidential. GOOSETOWN will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola or GOOSETOWN patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither GOOSETOWN nor any of its employees is an agent or representative of Customer in any governmental matters.





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## **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of GOOSETOWN or its subcontractors without the prior written authorization of GOOSETOWN. This provision applies only to those employees of GOOSETOWN or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by GOOSETOWN for the purpose of this Agreement will be and remain the sole property of GOOSETOWN. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to GOOSETOWN upon request.

This property will be held by Customer for GOOSETOWN's use without charge and may be removed from Customer's premises by GOOSETOWN at any time without restriction.

## **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. GOOSETOWN may subcontract any of the work, but subcontracting will not relieve GOOSETOWN of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, GOOSETOWN may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event GOOSETOWN separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), GOOSETOWN may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and GOOSETOWN and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE





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PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, GOOSETOWN may adjust the price of the Services to reflect its current rates.

17.8. If GOOSETOWN provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at GOOSETOWN's then effective hourly rates.

17.9. All work is non-union, non-prevailing wage.

AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER (PRINT NAME) \_\_\_\_\_ PHONE \_\_\_\_\_

GOOSETOWN REPRESENTATIVE (SIGNATURE) \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

GOOSETOWN REPRESENTATIVE (PRINT NAME) \_\_\_\_\_ PHONE \_\_\_\_\_