

CITY OF LONG BEACH

LONG BEACH, NEW YORK 11561

CONTRACT #001/11

CARRIER COMMUNICATIONS CORP.
d/b/a MULTI-MEDIA COMMUNICATIONS

THIS AGREEMENT made this *20th* day of May, in the year 2011, between the CITY OF LONG BEACH, City Hall, 1 West Chester Street, Long Beach, Nassau County, New York 11561, (hereinafter called the City), party of the first part, and CARRIER COMMUNICATIONS CORP. d/b/a MULTI-MEDIA COMMUNICATIONS, 190 Adams Avenue, Hauppauge, New York 11788 (hereinafter called the Contractor), party of the second part, COVENANT,

WITNESSETH:

That the parties hereto, for and in consideration of the sum of One Dollar (\$1.00), each to the other in hand paid, receipt whereof is hereby acknowledged, and in further consideration of the covenants herein set forth, do mutually agree, the party of the first part for itself, its successors and assigns, and the party of the second part for itself, successors and assigns, as follows, to wit:

1. **AUTHORITY:** This contract is entered into pursuant to City Council Resolution No. 33/11 duly adopted on May 3, 2011.
2. **CONTRACT INCLUDES:** The complete repair and installation service program of existing City of Long Beach Land Mobile Radio (LMR) two-way radio system equipment and other communications equipment owned and operated by the City of Long Beach Fire, Police, Sanitation, Street Maintenance and Building Departments, and any other necessary servicing to be performed under this contract. Contractor shall furnish all labor, materials, parts and any other item necessary to complete all work called for under this contract. Mobile units will be serviced, repaired, removed and reinstalled in different vehicles at the City's request. Contractor agrees to respond to the City's call for service within three (3) hours after notification by the City. The Contractor agrees to perform in accordance with the Specifications referred to in paragraph 16 of this contract.

3. **CONTRACT PRICE/PAYMENT:** The Contractor shall receive from the City a monthly fee of \$250.00 for emergency service for the Base Stations and ancillary equipment; a labor rate of \$75.00 per hour for all mobile radios plus parts; and a fifteen (15%) percent discount on the cost of manufacturers' parts and materials. Payment to be made within 45 days after each monthly billing.

4. **TIME OF COMMENCEMENT:** The contract shall commence on April 16, 2011 and terminate on April 15, 2012, with the option to renew at the City's discretion for two (2) additional one-year periods upon the same terms and conditions.

If in the judgment of the City, the Contractor fails to perform the work diligently and in workmanlike manner, the City shall so notify the Contractor stating the facts; and, in such case, unless the Contractor remedies its defaults or failures within ten (10) days after the giving of such notice, the City may cancel this contract. In such a case, the City shall be under no further obligation to the Contractor, but liability of the Contractor for damages for breach of this contract shall not be extinguished.

5. **EXTRA WORK:** The Contractor shall do any and all work and furnish any and all materials not herein provided which may be found necessary or advisable for the proper servicing and maintenance of the City's radio equipment. All extra work and materials shall be ordered in writing by the City Manager in accordance with the work to be done, and in no case will any such work or materials in excess of the amount shown by said plans and specifications be paid for unless so ordered; otherwise, all claim for such work or materials shall be absolutely waived by the Contractor, and the City shall not be required to allow payment for the same or for any part thereof.

6. **OBLIGATION OF CONTRACTOR:** The Contractor shall, at his own cost and expense, provide any and all manner of labor, materials and whatever else may be required of every description necessary to perform the services required under this contract, and shall be solely answerable for the same and for the safe, proper and lawful maintenance and use thereof. The Contractor shall cover and protect the work from damage, and shall make good all injury to the same occurring before the completion of this contract. This contract incorporates Contractor's proposal dated March 22, 2011.

7. **LIQUIDATED DAMAGES:** In case the Contractor shall fail to complete the work hereunder in accordance with the specifications and to the satisfaction of the City, the Contractor shall and will pay to the City an amount equal to the difference between the price called for this agreement and the cost of having the services performed by another party, plus ten (10%) percent for administration costs which said sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the City will suffer by reason of said delay and not as a penalty; and the City shall and may deduct and retain the amount of such liquidated damages out of any monies which may be due or become due from it to the Contractor.

8. **PATENT RIGHTS:** The Contractor shall and will indemnify and save harmless the City and its officers and agents, from all damages or claims for damages, arising from the infringement or alleged infringement of any Letters Patent or patent rights covering any material, appliances or devices used in or upon the work, or any part thereof, and shall and will, without cost or expense to the said City and its officers and agents, defend any suit or suits, which may be brought against it by reason of such real or alleged infringement.

9. **DEFENSE OF ACTION OR SUITS/INDEMNIFICATION:** Neither the City nor any of its officers, employees or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen to the said work, or to any part or parts thereof, or to any materials, equipment or other property that may be used or employed therein, or placed upon the ground, during the progress of the work, nor shall it be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor, or otherwise, or for damage to any property, whether belonging to the City or others, occurring during or resulting from the said work. The Contractor shall properly guard against all such injuries and damages, shall defend the City in any claim or action and indemnify and save harmless the City, its officers and agents, against all such injuries, damages and compensation arising or resulting from causes, other than the City's negligence; shall, from the commencement of work till completion of the contract, maintain public liability insurance in amounts of not less than \$1,000,000.00 per person and \$1,000,000.00 for each occurrence, and property damage liability insurance in an amount not less than \$300,000.00 for each occurrence and \$1,000,000.00 aggregate for the protection of the Contractor and the City, and shall furnish duplicates of the policies to the City, stamped by the insurer "premium paid"; and shall maintain Workers' Compensation Insurance in accordance with the laws of the State of New York. Such policies shall be written by an insurance company or companies approved by the City and licenses to do business in the State of New York and will show the "City of Long Beach" as the certificate holder and additional insured. Such insurance may not be cancelled or terminated without 30 days advance written notice to the City.

The terms concerning the Contractor's responsibility to fully indemnify the City for all claims are more fully set forth in the Bid Specifications and are incorporated herein by reference as though fully set forth herein.

10. **PERMITS, LAWS AND ORDINANCES:** The Contractor shall keep himself fully informed of all municipal ordinances and regulations, state and national laws in any manner affecting the work herein specified, and any extra work contracted for by it, and shall at all times observe and comply with and cause all his subcontractors, agents and employees to observe and comply with said ordinances, laws and regulations and shall indemnify and save harmless the City and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations. The Contractor shall secure, at his own expense, all necessary permits from public authorities, shall give all notices required by law, regulations or ordinances; shall pay all fees and charges incident to the due and lawful prosecution of the work covered by this contract, and extra work contracted for by him, and shall otherwise comply with all local and state laws and regulations.

11. **NO ASSIGNMENT:** The contractor shall have no right or power to assign this contract, in whole or in part, nor to assign any right arising or moneys due or to grow due thereunder.

12. **SUB-LETTING:** No part of the work embraced in this contract shall be sublet or in any way removed from the control of the Contractor under the direction and supervision of the City as aforesaid, except with the written consent of the City, but this provision shall not apply to the purchase and delivery of materials necessarily manufactured and provided elsewhere. The absence of such written consent shall not constitute a waiver of the City's right under this paragraph.

13. **RESPONSIBILITY OF CONTRACTOR FOR EMPLOYEES:** Each and every employee of the Contractor, and each and every of sub-contractors engaged in the said work, shall for all purposes be and be deemed to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the City. The Contractor shall in no manner be relieved from responsibility or liability on account of any part thereof, by any such employee, or any such subcontractor, or any material men whatsoever.

14. **LABOR LAW:** The Contractor agrees to comply with all provisions of the Labor Law of the State of New York, including but not limited to all provisions relevant to the safety and protection of workers and the general public; working hours; wages and benefits; and worker's compensation. Failure of the contractor to comply with any of these provisions shall not relieve the Contractor of any of its obligations but shall make the Contractor solely liable for damages.

The Contractor shall also be responsible for compliance with all laws, rules and regulations applicable to its business in general and to safety in particular. The Contractor shall therefore comply with all applicable provisions of the Code of Federal Regulations, the New York State Code of Rules and Regulations and all other promulgations of federal, state and local authorities. Contractor agrees to indemnify the City for all claims arising out of Contractor's failure to comply with any rule or law intended for the safety of any person.

15. **WARRANTY:** The Contractor warrants and guarantees that all work performed will be free of defects in parts, materials and workmanship for thirty (30) days, except where longer guarantee periods are required. Contractor shall repair/replace any defective material or workmanship during the period of this contract. All material warranties shall inure to the benefit of the City.

16. **SPECIFICATIONS:** The specifications forming a part of this contract are on file in the office of the City Purchasing Agent and entitled: Radio System Maintenance dated April 14, 2011. Such specifications are incorporated herein by reference as if fully set forth herein.

17. **NOTICE:** Any notice hereunder shall be addressed to the Contractor at 190 Adams Avenue, Hauppauge, New York 11788, and to the City at its office, City Hall, 1 West Chester Street, Long Beach, New York 11561 attention City Purchasing Agent. Notice shall be given by personal delivery or by certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(City's Seal)

Signed, Sealed and Delivered
In the presence of:

Deputy Jane Howard
City Clerk

CITY OF LONG BEACH

By: Charles T. Theofan
Charles T. Theofan
City Manager

**CARRIER COMMUNICATIONS CORP.
d/b/a MULTI MEDIA COMMUNICATIONS**

By: Harry Lowenthal
Harry Lowenthal
President

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 20th day of May, 2011, before me personally came CHARLES T. THEOFAN to me known, who being by me duly sworn, did depose and say: That he resides at Long Beach, New York, and that he is the City Manager of the City of Long Beach, a municipal corporation, described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the City Council of said corporation, and that he signed his name thereto by like order.

Linda L. Rooney
Notary Public

LINDA L. ROONEY
Notary Public, State Of New York
No. 30-4704099
Qualified In Nassau County
Commission Expires May 31, 20 15

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 16th day of May, 2011, before me personally came Harry Lowenthal, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Northport, NY, that he/she/they is/are the Pres of Carrier Comm. Corp, the corporation, described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

CHRISTINE M. WOLF
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WO491330
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES 11/23/13

Christine Wolf
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 20th day of May, 2011, before me personally came Jane Hoovers DAVID FRASER, to me known, who being by me duly sworn, did depose and say: That she is the City Clerk of the City of Long Beach, a municipal corporation, described in and which executed the foregoing instrument; that he knows the seal of said corporation; that he is the official custodian of such seal; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

Linda L. Rooney
Notary Public

LINDA L. ROONEY
Notary Public, State Of New York
No. 30-4704099
Qualified In Nassau County
Commission Expires May 31, 20 15

May 3, 2011

Item No. 3

Resolution No. 33/11

The following Resolution was moved by Pres. Sofield
and seconded by Ms. Goodman :

Resolution Authorizing the City Manager to Enter into a Contract
for the Maintenance of Communication Equipment from the Lowest
Responsible Bidder.

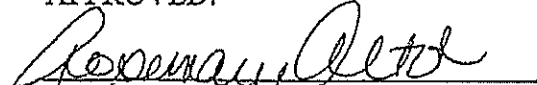
WHEREAS, after due advertising therefore, bids were received in the Office of
the City Purchasing Agent on Thursday, April 14, 2011 at 11:30 a.m. for Radio System
Maintenance used primarily by the City's Fire Department and Police Department, as well as the
Sanitation Dept., Street Maintenance Dept. and Building Dept., as per specifications on file in
the Office of the City Purchasing Agent; and

WHEREAS, Multi-Media Communications, 190 Adams Avenue, Hauppauge,
New York 11788 was the lowest responsible bidder at a monthly cost of \$250.00 for emergency
service for the Base Stations and ancillary equipment; a labor rate of \$75.00 per hour for all
mobile radios plus parts and a 15% discount on manufacturer's parts and materials;

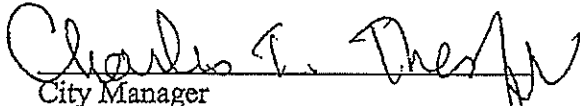
NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York, that the
City Manager be and he hereby is authorized to enter into a contract with Multi-Media
Communications, 190 Adams Avenue, Hauppauge, New York 11788 for Radio System
Maintenance at a monthly cost of \$250.00 for emergency service for the Base Stations and
ancillary equipment; a labor rate of \$75.00 per hour for all mobile radios plus parts and a 15%
discount on manufacturer's parts and materials. This contract will be effective immediately for a
period of one year with an option to renew for two additional one year periods as per
specifications on file in the Office of the City Purchasing Agent. Funds are available and will be
available in Account Nos. A3120.54421 (Police Dept.-Telephone Communications),
A3410.54421 (Fire Dept.-Telephone Communications), A3410.54443 (Fire Dept.-Equip.
Repairs), A3120.54443 (Police Dept.-Equip. Repairs), A1445.54443 (Building Dept.-Equip.
Repairs), A8160.54443 (Sanitation-Equip. Repairs) and A8170.54443 (Street Maintenance-
Equip. Repairs).


APPROVED:


Acting City Purchasing Agent

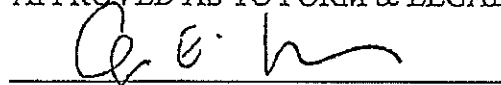
APPROVED AS TO ADMINISTRATION:


City Manager

APPROVED AS TO FUNDS


City Comptroller

APPROVED AS TO FORM & LEGALITY:


Corporation Counsel

VOTING:

- Council Member Fagen - AYE
- Council Member Goodman - AYE
- Council Member McLaughlin - AYE
- Council Member Torres - AYE
- President Sofield - AYE