



LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



MINUTES BOARD OF FIRE COMMISSIONERS Regular Meeting – Tuesday, February 23rd, 2021

ATTENDEES: Chairman Marc Komorsky
Commissioner Richard Sassi
Commissioner Stephen Piehler (*via Zoom*)
EMS Admin Michael Benenati
Secretary Bria Le
Commissioner George Burns
Commissioner Anthony Pignataro
Chief Tim O'Connor
Treasurer Mark Pozniak (*via Zoom*)

At 6:06 pm, Chairman Marc Komorsky called the regular meeting to order for LaGrange Fire District for Tuesday, February 23rd, 2021. He led the Pledge of Allegiance then welcomed everyone in attendance.

APPOINTMENTS & SWEARING IN:

Komorsky requested for Joseph Zaluski and Nicholas Filancia to stand and requested a motion to appoint them.

Upon a MOTION made by Commissioner Sassi and SECONDED by Commissioner Burns, the Board RESOLVED to accept Joseph Zaluski and Nicholas Filancia as new firefighters/EMTs for LaGrange Fire District. Burns – Aye, Piehler – Aye, Sassi – Aye, Pignataro – Aye, Komorsky – Aye.

Motion Carried.

Secretary Le administered the Firefighter Oath of Allegiance to the Zaluski and Filancia and Komorsky offered congratulations on behalf of the Board of Fire Commissioners and the firefighters in attendance. Chief Tim O'Connor said he would like to take the new hires to the bays for some photos and Lieutenant Michael Caso presented them with uniform items.

At 6:12 pm, Komorsky stated that the Board is taking a short recess for the new hires to take some photos.

At 6:25 pm, Komorsky resumed the regular meeting agenda.

MINUTES: 2/9/21 Regular Meeting & 2/17/21 Special Meeting

Upon a MOTION made by Burns and SECONDED by Commissioner Pignataro, the Board RESOLVED to approve the minutes from Regular Meeting on February 9th, 2021. Burns – Aye, Piehler – Aye, Sassi – Aye, Pignataro – Aye, Komorsky – Aye. **Motion Carried.**

Upon a MOTION made by Burns and SECONDED by Pignataro, the Board RESOLVED to approve the minutes from the 2/17/21 Special Meeting. Burns – Aye, Piehler – Aye, Sassi – Abstain (due to missing most of the meeting), Pignataro – Aye, Komorsky – Aye. **Motion Carried.**

CORRESPONDENCE:

- Thank you note – The Martin Family

ROOM USE REQUESTS: (*none*)

BoFC Regular Meeting 2/23/21

Please note that this meeting was conducted in person at 504 Freedom Plains Road in Poughkeepsie, NY AND open for public viewing and/or listening via the video conferencing platform Zoom, as per NYS Executive Order #202.1 (Continuing Temporary Suspension and Modification of Laws Related to the Disaster Emergency).



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REPORTS: (by officers present)

- **Treasurer** – (none)

Chief O'Connor requested to let the vendor under New Business go first.

NEW BUSINESS:

- **Union Vale Solar Farm** – Carin Lieberman from Common Energy presented information regarding the Union Vale Solar Farm and emphasized the saving the Fire District could see from joining the farm (see attached flyer). Discussion followed regarding details of the solar farm and how it works with Central Hudson.

REPORTS: (cont.)

- **Chief** –

TRAINING: Chief O'Connor presented a request for two members, Sean Hatfield and Scott Merritt, to attend the Southeastern Extrication School in South Carolina at a cost of \$400 per student plus lodging. He noted that they will drive a staff car so they can transport their turnout gear for the class. Short discussion followed regarding the transportation.

Upon a MOTION made by Commissioner Piehler and SECONDED by Burns, the Board RESOLVED to approve Sean Hatfield and Scott Merritt to attend. Burns – Aye, Piehler – Aye, Sassi – Aye, Pignataro – Aye, Komorsky – Aye. **Motion Carried.**

EQUIPMENT: O'Connor said that the Board approved the replacement of thermal imaging cameras and noted that the cameras have come in and there has been training on them.

GRANTS: The Chief reported that the District has been awarded the AFG grant and he accepted it. He said that there is some paperwork that he has to complete to finalize it and the total amount awarded was \$86,305.92 out of the about \$108,000 requested. Komorsky expressed thanks on behalf of the Board of Fire Commissioners to everyone who helped with the grant application.

COVID HOURS: Chief O'Connor informed the Board that so far there have been 728 hours this year for staffing the sixth person and said that there have also been a few more hours in the COVID IMT meeting. Short discussion followed regarding the state of COVID in the area and the current firehouse precautions.

EXECUTIVE SESSION: The Chief said he had two personnel items to discuss in Executive Session.

- **EMS Administrator** –

CIC: EMS Administrator Michael Benenati said that the NYS CME Based Recertification Program, which the District has participated in for many years, changed beginning Jan. 1st, 2020 to need a Certified Instructor Coordinator (CIC) to sign off on the providers' renewal process. He noted that the District doesn't currently have a CIC but that there is some interest from staff in becoming one. He requested, in the meantime, to engage in an agreement with David Violante as an independent contractor for his services as a CIC. Benenati noted that NYS extended everyone's certification one year due to COVID so that renewal packets are starting to become due. Discussion followed regarding how the agreement would work and when/if any current District employees would become a CIC. Benenati said that he expects that the agreement could be written up within the next month or two if everyone was on board

BoFC Regular Meeting 2/23/21

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and then recommended that the Board engage Violante for \$2500 annually. Further discussion followed regarding the union's thoughts on the matter.

COVID: Benenati reported that in February the District has had 10 cases where the primary impression, the secondary impression, or feedback from the hospital indicated a positive patient with a total of 43 possible cases. He said that COVID is not over and that the numbers were down due to the large holiday spike.

VCI: Benenati gave the Board an update on the ambulance remount and noted that it was less than sixty days out. He reviewed some of the items currently being completed on it and said that he would probably do a site visit one day next week to see the progress.

- **Department** – *(no report)*
- **Union** – *(no report)*

OLD BUSINESS:

- **Repairs and Repair Requests** – Komorsky said that Firehouse 3 has a leak in the eaves going in to the meeting room and said it will be addressed once the snow and ice starts to thaw. Burns brought up the Station 2 roof leak and Komorsky said it was a work in progress. Chief O'Connor reported on the work that has been done upstairs at Station 2 and noted that the washer/dryer should be brought up next week and the walls for the bunks upstairs should be in by the end of the week.

NEW BUSINESS:

- **Union Vale Solar Farm** – Addressed earlier in meeting.
- **Insurance – Cyber Liability policy renewal** – Komorsky said that this is something that the District has been doing the past couple of years and recommended renewing it for \$2450.00.
Upon a MOTION made by Pignataro and SECONDED by Burns, the Board RESOLVED to renew the Rose & Kiernan Cyber Liability policy. Burns – Aye, Sassi – Aye, Piehler – Aye, Pignataro – Aye, Komorsky – Aye. **Motion Carried.**
- **IT – Equipment & Software Maintenance Agreement and Equipment & Software Support Agreement** – Komorsky said the Board needed to decide how many support hours. Short discussion followed regarding the hours from prior years.

Upon a MOTION made by Pignataro and SECONDED by Burns, the Board RESOLVED to approved the Equipment & Software Maintenance Agreement (copy attached) for a twelve month term for a price of \$3650.00. Burns – Aye, Piehler – Aye, Sassi – Aye, Pignataro – Aye, Komorsky - Aye. **Motion Carried.**

Short discussion followed regarding the amount of IT work done in 2020.

Upon a MOTION made by Pignataro and SECONDED by Piehler, the Board RESOLVED to accept the 130 hour program for an annual price of \$12,350.00 (copy attached). Burns – Aye, Piehler – Aye, Sassi – Aye, Pignataro – Aye, Komorsky - Aye. **Motion Carried.**

BoFC Regular Meeting 2/23/21

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- **LOSAP Points** – Le brought up the State’s amendment (to GML law) to allow fire districts to award LOSAP points to volunteers who were restricted from responding to calls in 2020 due to COVID. She said if the Board was interested she would consult with the attorney to draft a resolution. Short discussion followed about the points and the restriction dates in 2020.

ABSTRACT: \$136,637.85

Upon a MOTION made by Sassi and SECONDED by Pignataro, the Board RESOLVED to accept the abstract for the end of January/beginning of February in the amount of \$136,637.85. Burns – Aye, Piehler – Aye, Sassi – Aye, Pignataro – Aye, Komorsky - Aye.

Motion Carried.

PUBLIC COMMENTS: *(none)*

EXECUTIVE SESSION:

At 7:16 pm, upon a MOTION made by Sassi and SECONDED by Burns, the Board RESOLVED to go into Executive Session to discuss two personnel items from the Chief and one commissioner related item and one union contract item from Komorsky. Burns – Aye, Pignataro – Aye, Piehler – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

OPEN SESSION & ADJOURNMENT:

At 7:27 pm, the Board resumed Open Session.

Short discussion held about whether meetings should be remote or in person. Komorsky said that the Board would be running their meetings in a hybrid form.

At 7:33 upon a MOTION made by Pignataro and SECONDED by Burns, the Board RESOLVED to adjourn the meeting. Burns – Aye, Piehler – Aye, Sassi – Aye, Pignataro – Aye, Komorsky - Aye.

Motion Carried.

Respectfully submitted,


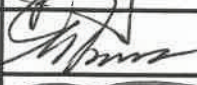


Bria Le – District Secretary

Approved by the Board of Fire Commissioners on 3/9/21

BoFC Regular Meeting 2/23/21

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VENDOR	Amount Due	PO #	Due Date	2/23/2021
A-1 Auto and Pool Supplies ✓	\$ 30.66	10297		Headlight & Wiper blades
ADP ✓	\$ 692.17	10305		Payroll charges - 12/20/20 - 01/10/2021
ADP ✓	\$ 1,144.00	10314		POP Charges + payroll 1/7/21-2/7/21
Ameritas ✓	\$ 6,200.20	10313	3/1/2021	Staff Dental Insurance - March 2021
Bottini Fuel ✓	\$ 1,070.74	10310		Diesel Fuel to Station 2
Brandl's Towing ✓	\$ 1,050.00	10279		47-71 tow to Holbrook, NY
Central Hudson ✓	\$ 2,792.84	10315		Electric charges Stas 2 & 3 Jan. - Feb.
CryoWeld ✓	\$ 117.17	10311		Oxygen refills
Garrison Fire & Rescue Corp ✓	\$ 21,800.00	10023		Thermal imaging cameras
KoscoHeritage ✓	\$ 496.90	10316		Sta 1 Fuel Oil delivery
Magna5 ✓	\$ 441.07	10317		Stas 2 & 3 telephone service
Manpower ✓	\$ 671.93	10318		Office work for w/e 12/27/20
Municipal Emergency Services ✓	\$ 875.00	9973		District patches
Municipal Emergency Services ✓	\$ 333.78	10233		Uniform Items & bullet chain tooth replacement
Municipal Emergency Services ✓	\$ 495.75	5158		Vulcan LED Vehicle mount system
Murphy's Sand & Gravel Corp ✓	\$ 500.00	10224		Sta 2 pump waste water - Jan & Feb
NYCOMCO ✓	\$ 480.00	10296		Radio repair - 47-85
NYSHIP Health Insurance ✓	\$ 78,266.44	10294		Employee health insurance March 2021
Optimum ✓	\$ 371.83	10319		Cable & Internet service Feb 2021
Personal Touch Flooring ✓	\$ 5,858.20	10236		Flooring Sta 2 upstairs gym & small office area
Poughkeepsie Journal ✓	\$ 44.20	10320		Published annual meetings notice 2021
Snow Fountain Supply ✓	\$ 200.00	10321		Delivery of Magic Salt - 1 yard
Staples ✓	\$ 288.12	10327		Office supplies
Stryker Sales Corp ✓	\$ 296.88	9706		Disinfecting wipes
Town of LaGrange ✓	\$ 72.60	10322		Water/Sewer quarterly bill
Verizon FIOS ✓	\$ 159.99	10324		Sta 2 internet service
Verizon Wireless ✓	\$ 28.08	10323		Apparatus cell service Jan 2021
Verizon Wireless ✓	\$ 747.81	10307		Monthly cellphone service Jan 2021
VESO Life ✓	\$ 305.19			Volunteer life insurance
VFIS ✓	\$ 8,816.00	10325		Adjustment to 2020 LOSAP contribution
Willis Towers Watson ✓	\$ 1,990.30	10312		NYSVFB cancer coverage

TOTAL SUBMITTED	\$ 136,637.85	Date:	Commissioner Signatures:
changes listed:		2/23/21	
		2/23/21	
TOTAL APPROVED		2/23/21	
KEY:		2/23/21	
pre-paid			
Paid			

Common Energy

**** Guaranteed 10% off your electricity bill ****

One free month of electricity each year for 20 years

Local Community Solar with Common Energy

5 Reasons to Sign Up

- Receive guaranteed savings on your electricity bill up to 20 years
- A+ rating with the BBB (Better Business Bureau)
- Lower pollution in your community, reduce our carbon footprint
- Free to enroll, no sign-up fee, no new wires or equipment
- No impact on your electricity supply contract

This is a New York State program being offered to residential (renters and owners) and commercial accounts with non-demand meters. There is NO expensive solar panels to install and NO new wires or equipment. You continue to save money on your electricity bill for the next 20 years by endorsing our clean energy initiative using solar energy.

Please use this URL to subscribe: <https://commonenergy.us/team/clieberman>

Contact:

Carin Lieberman

Local Representative

845-516-4496 direct

917-544-3941 cell / text

Email: carinlieberman@yahoo.com

Equipment and Software Maintenance Agreement

This Agreement is entered into on 2/23/21, between Salemsys.net, Incorporated (SSN) and LaGrange Fire District (LFD).

In consideration of the mutual promises contained herein, the parties agree as follows:

Terms and Conditions:

1. **Definitions.** The following definitions shall apply throughout these terms and conditions:
 - a. "SSN" refers to Salemsys.net, Incorporated, the seller.
 - b. "Customer" refers to LaGrange Fire District, the purchaser.
 - c. "Software" refers to all standard licensed computer programs operating on all computers/laptops located at Customer's site(s) installed or functionally modified by SSN prior to the execution of this agreement.
 - d. "Equipment" refers to all network and computer equipment installed or functionally modified by SSN prior to the execution of this agreement.
2. **Agreement.** The Customer agrees to purchase, and SSN agrees to provide Equipment and Software Maintenance services for all network equipment, computer equipment, and standard licensed software in accordance with the terms and conditions of this agreement.
3. **Terms.** SSN shall provide Equipment and Software Maintenance services hereunder for the Customer's Information Technology infrastructure for a period of twelve (12) months.
4. **Maintenance Services.** During the term of this agreement, SSN will provide the following maintenance services, sufficient to maintain the Equipment and Software within normal operating states and conditions:
 - a. **Updates:** On a regular basis, of at least once per month, SSN will evaluate and analyze updates provided by Equipment and Software manufacturers (Cisco, Dell, Microsoft, etc...). Based on the requirements set forth by these manufacturers, the updates will be installed pursuant to the installation documentation provided by the manufacturer. Maintenance windows shall occur during off-peak business hours (between 18:00 and 04:00). During this window, network services may be interrupted.
 - b. **Upgrades:** On a regular basis, of at least once per month, SSN will evaluate and analyze upgrades provided by Equipment and Software manufacturers (Cisco, Dell, Microsoft, etc...). Based on the requirements set forth by these manufacturers, the upgrades will be

installed pursuant to the installation documentation provided by the manufacturer. Maintenance windows shall occur during off-peak business hours (between 18:00 and 04:00). During this window, network services may be interrupted.

- c. At the discretion of SSN, any update and upgrade procedures may be carried out either at the Customer's location or by remote modem/Internet connection to the Customer's computer system. For any maintenance services, full access, both physical and/or remote, to all affected computer systems and related files, documentation, and media must be made available.
- d. Annually, a report will be provided to the Customer's designee(s) documenting the maintenance tasks performed, findings, and time spent.

5. **Payment.** Invoices for the annual charges under this agreement shall be sent to Customer 30 days in advance and paid net within 30 days of the date on the invoice. A late charge may be assessed against Customer on invoice balances which are 30 days overdue at the rate of 1.5% per month (or the maximum rate allowed by law, whichever is lower).

6. **Items Excluded.** Equipment and Software Maintenance does NOT include the following:

- a. Issues brought on by negligent and/or intentional misuse, including but not limited to, tampering, malicious acts, viruses, and/or hacking.
- b. Issues relating to or caused by unlicensed and/or illegal software installed with/without management's knowledge and/or written approval.
- c. Issues that arise directly from or are proximately caused by a third party working on the system(s).
- d. Issues that are resultant of an act/force of nature, including but not limited to power failure, surge, and/or flood.
- e. Issues that are resultant of an electrical problems, including but not limited to surge, and/or wiring fault.
- f. Issues that are resultant of climate control problems, including but not limited to over-heating, excessively high or low humidity, or inadequate air ventilation.
- g. Issues with/on equipment not owned by the Customer.
- h. Installation and/or relocation of computer systems.

7. **Limitation of Liability.** SSN makes no warranty, express or implied, with respect to its performance hereunder except as stated above. SSN will exercise reasonable efforts in working with the software vendor(s) to resolve any and all issues that arise from updates or upgrades. SSN shall have no obligations or liabilities to Customer or any other person for damages, whether direct, consequential, incidental, or punitive, whether arising out of

or relating to this agreement, the service, use of or performance of the systems, or in any other manner.

8. **Default.** If Customer defaults under this agreement or any other agreement with SSN, SSN may:
- a. refuse to provide Equipment and Software Maintenance services
 - b. furnish Equipment and Software Maintenance services only on a time, travel, and materials basis
 - c. seek reasonable attorney fees to enforce this Agreement in a court of competent jurisdiction
9. **Entire Agreement.** This agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and is binding upon both parties in accordance with its terms. There are no understandings, representations, or agreements with respect to the subject matter hereof other than those set forth herein. This agreement may not be amended or altered except in writing duly executed by the authorized representatives of both parties.
10. **Severability.** In case any provision or restriction of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby. The parties hereto further agree that any such unenforceable provision or restriction shall be deemed modified so that it shall be enforced to the greatest extent permissible under Law.
11. **Pricing.** The pricing structure for this 12-month term will be \$3,650.00.

Agreed to this day, 2/23/21 between SSN and LaGrange
Fire District by the following parties:

Man E. Kromer
LaGrange Fire District

2/23/21
Date

Salemsys.Net, Incorporated

Date

Equipment and Software Support Agreement

This Agreement is entered into on 2/23/21, between Salemsys.net, Incorporated and LaGrange Fire District.

In consideration of the mutual promises contained herein, the parties agree as follows:

Terms and Conditions:

1. **Definitions.** The following definitions shall apply throughout these terms and conditions:
 - a. "SSN" refers to salemsys.net, Incorporated, the seller
 - b. "Customer" refers to LaGrange Fire District, the purchaser.
 - c. "Software" refers to all standard licensed computer programs operating on all computers/laptops located at Customer's site(s).
 - d. "Equipment" refers to all network and computer equipment located at Customer's site(s).
 - e. "Immediate Support" refers to a required response within 1.5 hours from time of request.
2. **Agreement.** The Customer agrees to purchase, and SSN agrees to provide hardware and software support services for all network equipment, computer equipment, and standard licensed software in accordance with the terms and conditions of this agreement.
3. **Terms.** (Please select one)
 - ☐ SSN shall provide support services hereunder for Equipment and Software not to exceed a combined term block of **20 (twenty) total hours**. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$2150.00
 - ☐ SSN shall provide support services hereunder for Equipment and Software not to exceed a combined term block of **30 (thirty) total hours**. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$3150.00
 - ☐ SSN shall provide support services hereunder for Equipment and Software not to exceed an annual term block of **85 (eighty-five) total hours**. Each quarter (3 months) will be allocated 21.25 hours. Unused quarterly hours will be applied to the subsequent quarter. Unused hours at the end of the fourth and final quarter will be rolled into the following contract year. If a new annual Equipment and Software Support Agreement is not executed for the following year, the remaining unused hours will be forfeited. If the block of 85 total hours is exhausted before the end of the contract term, additional hours can be purchased at a discounted hourly rate of \$105.00.

Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$8925.00 payable either annually or quarterly.

- ☐ Select this box for ANNUAL billing (\$8925.00 / year)
- ☐ Select this box for QUARTERLY billing (\$2231.25 / quarter)

☐ SSN shall provide support services hereunder for Equipment and Software not to exceed an annual term block of **110 (one hundred ten) total hours**. Each quarter (3 months) will be allocated 27.5 hours. Unused quarterly hours will be applied to the subsequent quarter. Unused hours at the end of the fourth and final quarter will be rolled into the following contract year. If a new annual Equipment and Software Support Agreement is not executed for the following year, the remaining unused hours will be forfeited. If the block of 110 total hours is exhausted before the end of the contract term, additional hours can be purchased at a discounted hourly rate of \$100.00. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$11,000.00 payable either annually or quarterly.

- ☐ Select this box for ANNUAL billing (\$11,000.00 / year)
- ☐ Select this box for QUARTERLY billing (\$2750.00 / quarter)

☒ SSN shall provide support services hereunder for Equipment and Software not to exceed an annual term block of **130 (one hundred thirty) total hours**. Each quarter (3 months) will be allocated 32.5 hours. Unused quarterly hours will be applied to the subsequent quarter. Unused hours at the end of the fourth and final quarter will be rolled into the following contract year. If a new annual Equipment and Software Support Agreement is not executed for the following year, the remaining unused hours will be forfeited. If the block of 130 total hours is exhausted before the end of the contract term, additional hours can be purchased at a discounted hourly rate of \$95.00. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$12,350.00 payable either annually or quarterly.

- ☐ Select this box for ANNUAL billing (\$12,350.00 / year)
- ☒ Select this box for QUARTERLY billing (\$3087.50 / quarter)

4. **Support Services.** During the term of this agreement, SSN will provide the following support services, sufficient to maintain and/or restore the Software to normal operating state and conditions:
 - a. **Corrective Support:** When so requested by an authorized representative of the Customer, SSN will render a service response

within 24 hours of receipt of a request for support. Any requests for immediate/critical support received during normal business hours of 8:30AM to 5:00PM, will be charged at the rate of 1.5 support hours per hour. Any requests for immediate/critical support received after 5:00PM and/or before 8:30AM will be billed at a rate of 2.0 support hours per hour, with a minimum charge of 2.0 hours. Any requests for immediate/critical support received on Saturday and Sunday and/or Federal and/or State Holidays and/or observed Holidays will be billed at the rate of 2.5 hours per hour.

- b. At the discretion of SSN, any response to a request for support may be carried out either at the Customer's location or by remote modem/Internet connection to the Customer's computer system. For any support services, full access, both physical and/or remote, to all affected computer systems and related files, documentation, and media must be made available.

- 5. **Payment.** Invoices for the term block under this agreement shall be sent to Customer 30 days in advance and paid net within 30 days of the date on the invoice. A late charge may be assessed against Customer on invoice balances which are 30 days overdue at the rate of 1.5% per month (or the maximum rate allowed by law, whichever is lower).

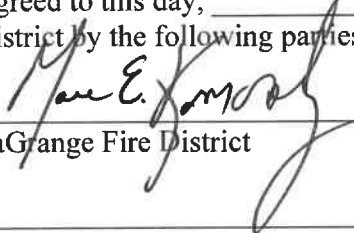
- 6. **Items Excluded.** Support does NOT include the following:

- a. Issues brought on by negligent and/or intentional misuse, including but not limited to, tampering, malicious acts, viruses, malware, and/or hacking.
- b. Issues relating to or caused by unlicensed and/or illegal software installed with/without management's knowledge/approval.
- c. Issues that arise directly from or are proximately caused by a third party working on the system(s).
- d. Issues that are resultant of an act/force of nature, including but not limited to power failure, surge, and/or flood.
- e. Issues that are resultant of an electrical problem(s), including but not limited to surge, and/or wiring fault.
- f. Issues on equipment not owned by the Customer.
- g. Installation and/or relocation of computer systems.

- 7. **Limitation of Liability.** SSN makes no warranty, express or implied, with respect to its performance hereunder except as stated above. SSN will exercise reasonable efforts in working with the equipment and software vendor(s) to resolve any and all issues that arise. SSN shall have no obligations or liabilities to Customer or any other person for damages, whether direct, consequential, incidental, or punitive, whether arising out of or relating to this agreement, the service, use of or performance of the systems, or in any other manner.

8. **Default.** If Customer defaults under this agreement or any other agreement with SSN, SSN may:
- a. refuse to provide support services
 - b. furnish support services only on a time, travel, and materials basis
 - c. seek reasonable attorney fees to enforce this Agreement in a court of competent jurisdiction
9. **Entire Agreement.** This agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and is binding upon both parties in accordance with its terms. There are no understandings, representations, or agreements with respect to the subject matter hereof other than those set forth herein. This agreement may not be amended or altered except in writing duly executed by the authorized representatives of both parties.
10. **Severability.** In case any provision or restriction of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby. The parties hereto further agree that any such unenforceable provision or restriction shall be deemed modified so that it shall be enforced to the greatest extent permissible under Law.

Agreed to this day, 2/23/21 between SSN and LaGrange Fire
District by the following parties:

 LaGrange Fire District	<u>2/23/21</u> Date
_____ Salemsys.Net, Incorporated	_____ Date