

Albany County Request for Contract Approval

Contract #	2024-2061
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1610 - General Services A1640 - Fleet Management D5010 - Public Works G8110 - Water Purification District
Date Submitted	Friday, June 7, 2024
Contact Person	Curran, Patrick
Contact Phone	+1 5184475639
Vendor Info	Samsara 350 Rhode Island Street 4th Floor, South Building , San Francisco, CA 94103
Estimated Amount	\$53,509.20
Estimated Term	7/1/2024 to 7/1/2027
Scope of Services	Albany County will be entering into an agreement with Samsara to provide global positioning system (GPS) and telematics services for all Albany County vehicles.
Budget Line Item	AA1610 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

May 31, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Office of the County Executive respectfully requests the approval of a contract with Samsara for \$53,409.20.

Samsara will provide all global positioning system (GPS) and telematics services for all Albany County fleet vehicles.

Related costs of this contract will be covered under the following lines:

AA1610 44046

AA1640 44046

DD5010 44036

GG8110 44046

Projected term of contract will be July 1, 2024 through July 1, 2025.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

Daniel P. McCoy
Albany County Executive



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1353534

Issued 05-20-2024

Expires 06-14-2024

Prepared For:
Albany County
Court House Albany, NY 12207
Albany County, New York
12207-2023

Prepared By:
Laura Caola
laura.caola@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

\$0.00

Licenses

License Term – 36
Months

Shipping and Handling

\$200.00

Upfront Hardware Sales Tax

\$0.00

Annual License Sales Tax

\$4,280.74

First Year Payment

\$57,989.94

Payments Beginning Year Two

\$57,789.94

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change



Samsara Inc
 1 De Haro Street
 San Francisco, CA 94107
 www.samsara.com

SHIP TO Patrick Curran
449 New Salem Rd
Voorheesville, New York, 12186-4826
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG54 HW-VG54-NA	221	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	219	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	5	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	5	\$0.00	\$0.00
AG51 Unpowered Asset Gateway HW-AG51	4	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 universal-mount cable CBL-VG-COBDII-Y0	2	\$0.00	\$0.00
Hardware Due			\$0.00

SHIP TO

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG54 HW-VG54-NA	221	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	219	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	5	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	5	\$0.00	\$0.00
AG51 Unpowered Asset Gateway HW-AG51	4	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 universal-mount cable CBL-VG-COBDII-Y0	2	\$0.00	\$0.00
Hardware Due			\$0.00

Licenses	Quantity	Annual Unit	Total Annual
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1 De Haro Street
San Francisco, CA 94107
www.samsara.com

		Price	Price
License for Unpowered Asset Tracker LIC-AG-UNPWR	4	\$122.40	\$489.60
		Annual License Due	\$489.60

Bundles	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	226	\$234.60	\$53,019.60
		Annual License Due	\$53,019.60

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Thank you for considering Samsara for your fleet.

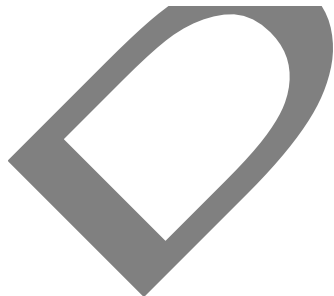
Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.





Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid upfront (Net-30). The annual fees are payable by recurring transfer. All transfers are subject to a 3% processing fee, unless the transfer is done via ACH (credit or debit), check, or wire, in which case the 3% processing fee will be waived. Late payments are subject to 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of



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1 De Haro Street
San Francisco, CA 94107
www.samsara.com

service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service"). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

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Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Billing Details:

Bill to:

Albany County

Court House Albany, NY 12207
Albany County, New York, 12207-2023

Billing Contact:

Name:

Title:

Billing Email:

Phone Number:

Payment Information:

Payment Method: ACH

Payment Terms: Net 30

Payment Frequency: Direct Annual

If a Purchase Order (PO) is required for invoicing, please check this box:

If yes, please provide the PO Number:



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

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AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND SAMSARA, INC.
FOR GPS LICENSES, HARDWARE AND MONITORING SERVICES
RE ALBANY COUNTY DEPT. OF PUBLIC WORKS VEHICLES

PURSUANT TO RES. NO. 255 FOR 2024, ADOPTED MAY 13, 2024
(CONTRACT NO. 2024-1979)

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the “County” or “Owner”) and Samsara, Inc., a Delaware corporation, with a principal place of business located at 1 DeHaro Street, San Francisco, California 94107 (hereinafter, the “Contractor,” and with the County, may be referred to herein individually as a “[p]arty” or together as the “[p]arties”).

WITNESSETH

WHEREAS, the Albany County Department of Public Works (hereinafter, the “DPW”) requires a global positioning system (GPS) for its vehicles; and

WHEREAS, Sourcewell (formerly NJPA) is a national contracting/procurement entity that uses a best value procurement method, which the Albany County Purchasing Division (hereinafter, the “Purchasing Division”) has determined meets the requirements of N.Y. GENERAL MUNICIPAL LAW and the County’s Procurement Policy, and as one of its participating agencies, the County is allowed to use the agreements Sourcewell has entered into with contractors and vendors across the United States; and

WHEREAS, Sourcewell entered into an agreement with the Contractor based on a proposal it submitted in response to Sourcewell’s December 2020 RFP # 020221 for Fleet Management Technologies with Related Software Solutions. said agreement having been designated Contract # 020221-SAM (hereinafter, the “Sourcewell Agreement”); and

WHEREAS, pursuant to the Sourcewell Agreement, the Contractor has submitted a proposal dated March 13, 2024 to DPW to provide and install GPS hardware, and to provide GPS licenses and monitoring services (hereinafter, the “Proposal”); and

WHEREAS, the County has accepted the Proposal to provide and/or install the aforesaid GPS items and as set forth in Section 6(B) of the Sourcewell Agreement with Samsara Inc., City agrees to Contractor’s terms of service a copy of which is available at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> (“Terms of Service”) to use the aforesaid GPS items; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Contractor for the aforesaid GPS items, pursuant to Res. No. 255 for 2024, adopted May 13, 2024; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement, the Sourcewell Agreement, which is incorporated by reference and made a part hereof; the Contractor Terms of Service which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (together, may be referred to hereinafter as “the Agreement”).

1.2 In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Sourcewell Agreement; 3) the Proposal. All capitalized terms defined in the Contractor Terms of Service, and not otherwise defined herein, shall have the meaning set forth in the Contractor Terms of Service.

ARTICLE 2. SCOPE OF WORK

2.1 The Contractor shall provide all of the GPS hardware and licenses, and the GPS monitoring services described in the Proposal, and as requested by DPW (hereinafter, the “work”) pursuant to the Terms of Service; provide the work in the manner described in the Terms of Service ; meet all of the Term of Service’s terms, conditions, requirements, provisions, etc.

2.2 The Contractor shall not perform any work beyond that set forth or described in this Agreement (hereinafter, the “extra work”) unless it has obtained prior written approval from DPW and agreed in writing by both Parties.

2.3 The Contractor shall provide any applicable professional services in a professional and workmanlike manner.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed THIRTY ONE THOUSAND, NINE HUNDRED NINETY-ONE AND 00/100 DOLLARS (\$31,991.00), for all work, goods and services rendered under this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County as set forth in Terms of Service or applicable Contractor Order Form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2027.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 Either Party may terminate this Agreement upon material breach thereof by the other Party, if such breach remains uncured for a period of thirty (30) days following receipt of written notice of such breach from the non-breaching Party. f



6.1.1 The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by County. If sufficient funds fail to be appropriated by County to provide for the continuation of such Order Form for County's then-subsequent fiscal year, County may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If County so terminates such Order Form, Contractor shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County. Notwithstanding the foregoing, Contractor may assign or transfer this Agreement, without the County's consent, in the event of a merger, acquisition, or sale of substantially all its assets.

7.2 The Contractor shall not subcontract for any portion of the professional services required under this Agreement without the prior written approval of the County.

ARTICLE 8. AVAILABLE DATA

Subject to the Terms of Service, all technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party. County will retain ownership over any Customer Data and any analysis, reports, and alerts generated by the Samsara Products containing such data. Notwithstanding anything to the contrary herein, Contractor retains all rights, title, and interest in and to its software products and services and related technical documentation, and any improvements, modifications, and derivative works thereto.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Contractor to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that it shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, marital status, or disability, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP OF THE PARTIES

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

Contractor will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against County ("Claim") to the extent such Claim is based on an allegation that Contractor's Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify County for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against County. Contractor's obligations under this section are contingent upon: (a) County providing Contractor with prompt written notice of such Claim; (b) County providing reasonable cooperation to Contractor, at Contractor's expense, in the defense and settlement of such Claim; and (c) Contractor having sole authority to defend or settle such Claim. In the event that Contractor's right to provide the Products is enjoined or in Contractor's reasonable opinion is likely to be enjoined, Contractor may obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to County and County will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF CONTRACTOR AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Contractor will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Contractor or a party acting on Contractor's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Contractor; (c) County's failure to use updated or modified versions of the Products provided by Contractor; (d) Contractor's compliance with any designs, specifications or plans provided by County; or (e) County's use of the Products other than in accordance with this Agreement or any Documentation.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted or as otherwise set forth herein.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper electronic accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such electronic records shall be subject to periodic and final audit by the County not more than once a year upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all electronic books, documents, records, or charts sufficient to demonstrate Contractor's compliance with the invoicing requirements under this Agreement, once a year upon request.

15.3 The Contractor shall retain all of the above records for six (6) years after final payment or the termination of this Agreement, and shall make such records available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of either Party to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of either Party's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the other Party .

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK/SERVICES

If the Contractor is of the opinion that any work/services it has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work/services is in fact beyond the scope of this Agreement and whether or not it constitutes extra work/services. In the event the County determines such work does constitute extra work/services, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of professional services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW § 220 [3-a]a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986) and all other policies and procedures of the County.

27.2 The Contractor shall at all times obtain and maintain all applicable licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

27.3 If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

27.4 The Parties shall bear no responsibility other than that set forth in this Agreement or as otherwise mutually agreed to by the Parties in writing.

27.5 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission provided that any notices to Consultant shall be sent via Consultant's email address listed below:

ATTN: Legal Team,
legalnotices@samsara.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: _____

BY: _____

Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

SAMSARA, INC.

DATED: _____

BY: _____

Adam Eltoukhy
EVP, Chief Legal Officer



STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).