



P. DAVID SOARES  
DISTRICT ATTORNEY

CHERYL K. FOWLER  
CHIEF ASSISTANT DISTRICT ATTORNEY

CHRISTOPHER D. HORN  
DEPUTY CHIEF ASSISTANT  
DISTRICT ATTORNEY

COUNTY OF ALBANY  
OFFICE OF THE DISTRICT ATTORNEY  
ALBANY COUNTY JUDICIAL CENTER  
6 LODGE STREET  
ALBANY, NEW YORK 12207  
(518) 487-5460 - FAX: (518) 487-5093

November 8, 2023

Andrew Joyce  
Albany County Legislature  
112 State St, Room 700  
Albany, NY 12207

Dear Mr. Joyce,

I am requesting legislative action to further the mission on the Office of the Albany County District Attorney. The attached resolution seeks permission to:

- Enter into a memorandum of understanding between the Unified Court System of the State of New York (UCS), having an office at 25 Beaver Street, New York, N.Y. 10004, and the Albany County District Attorney's Office (ACDAO) having an address at 6 Lodge Street, Albany, NY 12207. The purpose of this agreement is to pool resources in order to modernize the technology infrastructure and courtroom presentation equipment in the Albany County Judicial Center Courtrooms.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 518-275-4701

Thank you for your assistance.

Sincerely,

P. David Soares  
Albany County District Attorney

Cc: Rebekah Kennedy, Majority Counsel  
Cc: Arnis Zilgme, Minority Counsel

## REQUEST FOR LEGISLATIVE ACTION

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Requesting authorization to enter into a memorandum of understanding between the Unified Court System of the State of New York (UCS), having an office at 25 Beaver Street, New York, N.Y. 10004, and the Albany County District Attorney's Office (ACDAO) having an address at 6 Lodge Street, Albany, NY 12207. The purpose of this agreement is to pool resources in order to modernize the technology infrastructure and courtroom presentation equipment in the Albany County Judicial Center Courtrooms.

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Date:	11/8/2023
Submitted By:	David Soares
Department:	1165- District Attorney
Title:	District Attorney
Phone:	518-275-4701
Department Rep.	
Attending Meeting:	David Soares, Christopher Horn

### Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

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## CONCERNING BUDGET AMENDMENTS

**Increase/decrease category (choose all that apply):**

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.:

Click or tap here to enter text.

Source of Funds:

Click or tap here to enter text.

Title Change:

Click or tap here to enter text.

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### **CONCERNING CONTRACT AUTHORIZATIONS**

#### **Type of Contract:**

☐ Change Order/Contract Amendment

☒ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) \_\_\_\_\_

#### **Contract Terms/Conditions:**

Party (Name/address): Unified Court System of the State of New York  
25 Beaver Street  
New York, N.Y. 10004

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

Click or tap here to enter text.

Scope of Services:

Click or tap here to enter text.

Bond Res. No.:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

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### **CONCERNING ALL REQUESTS**

Mandated Program/Service:

Yes ☐ No ☒

If Mandated Cite Authority:

Click or tap here to enter text.

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Current Budget:

Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line:

Click or tap here to enter text.

Revenue Amount:

Appropriation Account and Line:

A9 1165 1 22050

Appropriation Amount:

\$250,000

Source of Funding – (Percentages)

Federal:

Click or tap here to enter text.

State:

Click or tap here to enter text.

County:

100%

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

From the date of execution of the agreement until verification of project completion.

Length of Contract:

Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

none

Date of Adoption:

Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

As an inevitable result of technological progress, further intensified by the dictates of Criminal Justice Reforms, modern courtrooms need the proper technological infrastructure to effectively present evidence to juries. Although the Albany County Judicial Center is a relatively new Courthouse, the technology is two decades behind the times – and the last twenty years have seen an explosion in technological advancement.

This was highlighted earlier this year during the Jacob Klein murder trial, the most complex and technology driven prosecution since the Porco case. Although this was a very successful prosecution, high definition video evidence had to be projected onto a yellow wall which rendered the image muddy and not color-correct. The ability for the jury to read documents projected onto a wall over 30 feet away was less than optimal. Cables had to be run all over the floors, making it difficult to navigate the courtroom for both the attorneys and the jurors. Audio quality was inconsistent. Interoperability between the computers and various screens was limited.

We have been presented with an opportunity from the Unified Court System to upgrade the four main courtrooms in the Judicial Center, the Grand Jury Room, Jury Deliberation rooms, and the Jury Assembly room. Albany County's contribution would be \$50,000 per courtroom for a total of \$250,000 at most. UCS will be investing far more money per courtroom than we will be and they will also provide all installation and support for the equipment that is installed. With UCS handling installation, support, replacements, and coordination, our dollars go further. Their significant per courtroom investment, combined with our contribution, allows for a complete and future proof modernization.



The shared mission of the Unified Court System (UCS) and the Albany County District Attorney's Office (ACDAO) – along with the Public Defender and every other participant in the criminal justice system - is to promote the rule of law and serve the public by achieving just and timely resolution of all matters before the courts. UCS recently equipped courtrooms located in the New York State Supreme Court in New York City, including the courtroom in which the Trump trial is being conducted, with new courtroom presentation equipment and infrastructure, which included: a.) high-definition monitors situated within arms-length of every party, the judge, and the jury; b.) HDMI compatible devices and back-end network equipment for the display of evidence; c.) witness monitors which have touch screen capabilities, allowing for marking/telestration of digital exhibits; d.) new courtroom speakers, allowing for amplification of audio evidence to all parties; and e.) new cameras in the front and back of the courtroom allowing video capture of the judge, witness, attorney tables and podium (where/when applicable) to enable hybrid courtroom appearances via video conferencing as well as to enable the ability to live stream court proceedings if required or deemed necessary to do so. Demonstrations of this new technology conducted by the New York State Supreme Court as well as the use of this new technology by New York City District Attorney Offices in hearings and trials provide compelling support for the necessity of installing this technology in Albany County courtrooms.

Investing in high-quality courtroom upgrades is a wise long-term investment for Albany County. By contributing \$50,000 per courtroom now, we secure the "Cadillac" package of state-of-the-art upgrades that will serve our community well into the future. This forward-thinking contribution puts Albany County courts at the front of the line to receive cutting-edge audiovisual equipment, improved infrastructure, and expert installation. The returns on this investment will be realized for decades to come through increased efficiency, better accessibility, and a modernized court system that meets the ever-evolving demands of justice. We owe it to all who rely on our courts - from officers to attorneys to everyday citizens - to provide a technologically advanced and comfortable environment that facilitates the fair administration of the law. The time is right to make this commitment to our future. By investing \$50,000 per courtroom now, we future-proof our judiciary and demonstrate Albany County's commitment to innovation and excellence in our courts.

A copy of the Memorandum of Understanding executed between UCS and the Kings County District Attorney's Office is included herewith. Any MOU between Albany County and UCS for this purpose would be modeled after the Kings County MOU with any modifications the county deems necessary.

**AGREEMENT REGARDING UPGRADING COURTROOM PRESENTATION  
EQUIPMENT IN THE CRIMINAL TERM OF THE NEW YORK STATE  
SUPREME COURT IN KINGS COUNTY**

between

**THE UNIFIED COURT SYSTEM OF THE STATE OF NEW YORK**

and

**THE KINGS COUNTY DISTRICT ATTORNEY'S OFFICE**

THIS AGREEMENT ("Agreement") is made between the Unified Court System of the State of New York ("UCS"), having an office at 25 Beaver Street, New York, N.Y. 10004, and the Kings County District Attorney's Office ("KCDA"), having an office at 350 Jay Street, Brooklyn, N.Y. 11201.

WHEREAS, KCDA is a local law enforcement agency with the mission of investigating and prosecuting criminal activity in Kings County, State of New York;

WHEREAS, the mission of UCS is to promote the rule of law and serve the public by achieving just and timely resolution of all matters before the courts;

WHEREAS, UCS recently equipped four (4) courtrooms located in the New York State Supreme Court, Criminal Term, building located at 320 Jay Street, Brooklyn, N.Y. 11201 (hereinafter the "Kings Cty. Sup. Ct. Crim. Term building") with new courtroom presentation equipment and infrastructure, which included: a.) high-definition monitors situated within arms-length of every party, the judge, and the jury; b.) HDMI compatible devices and back-end network equipment for the display of evidence; c.) witness monitors which have touch screen capabilities, allowing for marking/telestration of digital exhibits; d.) new courtroom speakers, allowing for amplification of audio evidence to all parties; and e.) new cameras in the front and back of the courtroom allowing video capture of the judge, witness, attorney tables and podium (where/when applicable) to enable hybrid courtroom appearances via video conferencing as well as to enable the ability to live stream court proceedings if required or deemed necessary to do so;

WHEREAS, demonstrations of this new technology conducted by the New York State Supreme Court as well as the use of this new technology by the KCDA in recent hearings and trials provide compelling support for the necessity of installing this technology in additional courtrooms;

WHEREAS, judges and members of the defense bar have also collectively endorsed expansion of this presentation technology to additional courtrooms; and

WHEREAS, KCDA and UCS have an interest in purchasing and installing this new courtroom presentation equipment and infrastructure for ten (10) additional courtrooms in the Kings Cty. Sup. Ct. Crim. Term building (hereinafter the "project");

NOW THEREFORE, KCDA and UCS (hereinafter referred to collectively as the "parties" or individually as a "party") hereby agree to the following:

**Section 1 – Scope of Work**

a.) KCDA agrees to transfer \$500,265.90 in funds to UCS for the purchase of new

courtroom presentation equipment that will be installed in the following ten (10) courtrooms located in the Kings Cty. Sup. Ct. Crim. Term building: Part MD1/DV (Courtroom No. 15.21), Part 1/18 (Courtroom No. 20.58), Part 7 (Courtroom No. 21.21), Part 15 (Courtroom No. 18.21), Part 16 (Courtroom No. 18.11), Part 19 (Courtroom No. 19.21), Part 21 (Courtroom No. 19.58), Part 26 (Courtroom No. 20.45), Part 34 (Courtroom No. 21.28), and Part 35 (Courtroom No. 20.36) (hereinafter referred to collectively as the “ten (10) courtrooms”). A list of this new courtroom presentation equipment (hereinafter the “new courtroom equipment”) which will be purchased for each of the ten (10) courtrooms is set forth in the Budget attached hereto as Exhibit A. The Budget allocates \$50,026.59 to be spent on the new courtroom equipment for each of the ten (10) courtrooms for a total cost of \$500,265.90. KCDA agrees to transfer the \$500,265.90 in funds (hereinafter the “transferred funds”) to UCS on or before August 1, 2023, subject to approval of this Agreement.

- b.) UCS agrees to use all of the transferred funds to purchase the new courtroom equipment set forth in the Budget attached hereto as Exhibit A. UCS shall have sole responsibility for overseeing, managing and administering the purchase of the new courtroom equipment in strict compliance with the terms, conditions, and dollar amounts set forth in the Budget. UCS further agrees that no material changes to the purchase of the new courtroom equipment as set forth in the Budget will be made without the prior written approval of the KCDA. UCS shall provide adequate notification to KCDA to allow for review and approval of any such request for amendment of the Budget or re-allocation of funds prior to any implementation.<sup>1</sup>
- c.) UCS agrees to upgrade the infrastructure of the ten (10) courtrooms so that the new courtroom equipment can properly function in these courtrooms. These upgrades to the courtroom infrastructure shall include: wiring the courtrooms for electrical and network, making audio improvements to the courtrooms, installing assisted listening devices, installing mounts for screens on the walls and in the jury boxes, and installing an NDI connected computer with an executable program. These upgrades to the courtroom infrastructure shall be completed within one-hundred-eighty (180) days after delivery of the transferred funds by KCDA. UCS shall have sole responsibility for overseeing, managing and administering the upgrades to the courtroom infrastructure. UCS shall be responsible for all costs associated with upgrading the infrastructure of the ten (10) courtrooms, including, but not limited to, all labor costs associated with upgrading the courtroom infrastructure. None of the transferred funds shall be used to pay for the upgrades to the courtroom infrastructure.
- d.) UCS agrees to purchase and install the new courtroom equipment in the ten (10)

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<sup>1</sup> UCS is permitted to purchase comparable products to any of the specific products listed in the Budget. A comparable product shall be defined as a product that performs the same, or a similar, function as the listed product at a price no more than 5% greater than the price of the listed product. UCS's purchase of comparable products shall not be considered a “material change” to the Budget and shall not require notice to, and the approval of, the KCDA pursuant to Section “1” Paragraph “b” of the Agreement.

courtrooms within one-hundred-eighty (180) days after delivery of the transferred funds by KCDA. UCS shall have sole responsibility for overseeing, managing and administering the installation of the new courtroom equipment, and UCS shall be responsible for all costs associated with installing the new courtroom equipment, including, but not limited to, all labor costs associated with the installation. None of the transferred funds shall be used to pay for the installation of the new courtroom equipment.

- e.) UCS agrees that it shall be responsible for all costs associated with the maintenance and repair of the new courtroom equipment after it has been installed in the ten (10) courtrooms including, but not limited to, all labor costs associated with the maintenance and repair of the new courtroom equipment. None of the transferred funds shall be used to pay for the maintenance and repair of the new courtroom equipment.
- f.) UCS shall establish a separate interest-bearing account for the transferred funds. This account shall be used solely for the transferred funds and cannot be co-mingled with other funds. Interest income generated by the transferred funds shall be kept in the same account and shall be returned to KCDA upon close-out of the project.
- g.) UCS agrees that it will submit detailed quarterly expenditure reports to KCDA no later than fifteen (15) days following the end of the quarterly reporting periods ending March 31, June 30, September 30, and December 31 for each quarter during the term of this Agreement. Quarterly expenditure reports must be submitted even if no expenditures have been incurred during the reporting period. UCS will respond promptly to any questions KCDA may have about the quarterly expenditure reports.
- h.) UCS shall provide KCDA with a final cost report and an official close-out statement no later than sixty (60) days after conclusion of the project. After KCDA verifies project completion and reconciles project expenditures in a confirmation letter, UCS agrees to transfer any unused transferred funds balance as well as all interest income as described in Section 1(f) above to KCDA within thirty (30) days after receiving KCDA's confirmation letter. UCS further agrees to promptly spend the transferred funds and complete the project within one-hundred-eighty (180) days of receiving the funds. If the project is not completed within one-hundred-eighty (180) days, UCS shall request a formal extension from KCDA for approval, which shall not be unreasonably withheld, to continue using the transferred funds.
- i.) UCS agrees to keep a separate inventory of the new courtroom equipment purchased with the transferred funds. If equipment purchased with the transferred funds is deemed no longer useful, UCS shall follow its relinquishment policies in accord with applicable regulations. If relinquished items that were purchased with the transferred funds are sold by UCS, the proceeds of the sale shall be returned to KCDA along with related relinquishment documentation within thirty (30) days of receipt of the proceeds of the sale.

- j.) UCS further agrees to maintain records with regard to any and all expenditures of the transferred funds, including detailed accounting spreadsheets, related banking and/or transactions records; records of any cost variances per item from the Budget; files on any and all related procurements in accord with UCS's procurement standards; records on inventory and relinquishment of items purchased under the Budget; and all other related fiscal records required to be maintained under State rules and regulations. UCS agrees to maintain any and all such records in accord with the applicable record retention schedule of UCS and Federal, State and City audit guidelines, but shall keep them in any event for a minimum period of ten (10) years from the date of this agreement. UCS also agrees to make any and all such records available to KCDA or their designees upon request or in the event of an audit or other review.
- k.) UCS agrees to cooperate with KCDA in order for KCDA to fulfill its monitoring responsibilities, including but not limited to granting KCDA auditors access to UCS records associated with expenditures made with the transferred funds; promptly responding to KCDA auditors questions regarding general internal control procedures; allowing KCDA auditors to conduct an on-site audit of expenditures made with the transferred funds if deemed necessary by KCDA; and taking timely actions to address any deficiencies identified by auditors pertaining to the expenditures made with the transferred funds.

## **Section 2 – Standards of Performance**

- a.) All work shall be performed in accordance with sound and generally accepted professional practices and by personnel fully qualified in the respective professional discipline required.

## **Section 3 – Relationship of the Parties**

- a) Nothing in this Agreement shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action.
- b) Each party to this Agreement shall be and remain the employer of its employees and other personnel. Such personnel shall at no time be deemed to be employees of the other party and shall not be entitled or eligible to participate in benefits or privileges provided or extended by the other party to its employees. At no time shall either party be deemed an agent, officer, or a person or entity acting under the direction or control of the other party.

## **Section 4 – Indemnification**

- a) Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, UCS shall indemnify, defend, and hold harmless KCDA from and against all claims and actions, and all expenses incidental to such



claims or actions, based upon or arising out of any damages to property, injuries to persons, or other tortious acts caused to, or caused by, any employee or agent of UCS, as well as any person or entity acting under UCS's direction or control, while such employee, agent, and/or person or entity is rendering any services to, or performing any duty on behalf of, UCS under this Agreement; provided, however, UCS shall not be responsible for that portion, if any, of a claim, action, or expense incidental to such claim or action, caused by the tortious act(s) of KCDA, or a KCDA employee, agent, and/or person or entity rendering services to or performing any duty on behalf of KCDA under this Agreement.

- b) KCDA shall indemnify, defend, and hold harmless UCS from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of any damages to property, injuries to persons, or other tortious acts caused to, or caused by, any employee or agent of KCDA, as well as any person or entity acting under KCDA's direction or control, while such employee, agent, and/or person or entity is rendering any services to, or performing any duty on behalf of, KCDA under this Agreement; provided, however, KCDA shall not be responsible for that portion, if any, of a claim, action, or expense incidental to such claim or action, caused by the tortious act(s) of UCS, or a UCS employee, agent, and/or person or entity rendering services to or performing any duty on behalf of UCS under this Agreement.

#### **Section 5 – Risk of Loss, Personal Injury**

- a) Except to the extent KCDA is obligated to indemnify, defend, and hold harmless UCS in accordance with Section 4(b) above, UCS hereby waives, for itself and its subsidiaries, affiliates, successors, and assigns, any and all rights that it might otherwise have to any recovery from the KCDA whether for costs and expenses incurred, for damages or otherwise, if UCS or its employees, agents, or contractors suffer any personal injury or property damage in rendering services under this Agreement.

#### **Section 6 – Term and Termination**

- a) The term of this Agreement shall be from the date this Agreement is last executed by the parties through verification of project completion, reconciliation of project expenditures, and return of unused transferred funds as well as all interest income as described in Section 1(f) above, unless sooner terminated in accordance with the terms of this Agreement.
- b) Mutual Consent – This Agreement may be terminated at any time upon mutual written consent of the parties.

- c) Without Cause – Either party may terminate this Agreement prior to the end of its term upon thirty (30) days' written notice to the other party.
- d) For Cause – Either party may terminate this Agreement upon five (5) days' notice for any material breach of the terms herein. The party seeking to terminate this Agreement must provide the other party five (5) days to correct such material breach. A material breach of this Agreement shall include, but not be limited to:
  - i. Either parties' failure to perform its obligations under this Agreement, or its failure to make progress so as to significantly endanger timely completion or performance of the Agreement in accordance with its terms; or
  - ii. Failure of either party to comply with any applicable federal, state, and local laws, ordinances and regulations.
- e) If this Agreement is terminated without cause by UCS, then UCS shall be responsible for returning all of the transferred funds (*i.e.*, the full amount of \$500,265.90) to KCDA within thirty (30) days of the termination of this Agreement. If this Agreement is terminated for cause because of a material breach by UCS, then UCS shall be responsible for returning all unused or uncommitted transferred funds at the time of the termination plus the amount of improperly spent transferred funds that directly relate to the material breach that resulted in the termination of this Agreement to KCDA within thirty (30) days of the termination of this Agreement. If this Agreement is terminated upon mutual consent of the parties, is terminated without cause by KCDA, or is terminated for cause because of a material breach by KCDA, then UCS shall be responsible for returning all unused or uncommitted transferred funds at the time of the termination to KCDA within thirty (30) days of the termination of this Agreement. The return of transferred funds as described in this Section shall also include any accrued interest income as described in Section 1(f) above.

## **Section 7 - Notices**

- a) All notices, requests, demands, claims, and other communications to a party shall be made in writing and delivered to the party's designee as set forth below (subsection c). Oral notices to a party's designee shall be effective only when accompanied by a confirming memo subsequently sent to the designee to whom oral notice has been given.
- b) All notices shall be deemed to have been received: 1) on the date it was personally delivered; 2) the first business day following delivery to a nationally recognized overnight courier service with proof of delivery, or 3) three (3) days after mailing by

certified mail, postage prepaid with return receipt requested, and addressed to the party's designee.

- c) The individuals representing the parties to this Agreement who are to receive notices are:

For UCS

Sheng Guo  
CTO/Program Manager for  
Courtroom Modernization  
Office of Court Administration  
25 Beaver Street  
New York, N.Y. 10004

For the KCDA

A.D.A. Sara Kurtzberg  
Chief of the Bureau of Litigation and  
Technology ("BOLT")  
Kings County District Attorney's Office  
350 Jay Street, 20th Floor  
Brooklyn, NY 11201

**Section 8 – Assignments or Subcontracts**

- a) The parties shall not subcontract or assign the Agreement, or otherwise dispose of its rights, title, or interest therein or any part thereof, to any person, without obtaining the prior written consent of the other party. Consent by a party to any assignment or subcontract by the other party of the services performed under this Agreement shall not be deemed to create a contractual relationship between the consenting party and the subcontracting party or assignee.

**Section 9 – Nonwaiver**

- a) Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein or by law, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations under this Agreement, shall not be deemed a waiver of any rights of the parties to insist upon strict performance hereof or of any of its rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions in this Agreement.

**Section 10 – Severability**

- a) Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.

**Section 11 – Time is of the Essence**

- a) For all requests made by the parties pursuant to this Agreement, time is of the essence. The acceptance of late performance, with or without objections or reservations by the



parties, shall not constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

#### **Section 12 – Compliance with Laws**

- a) The parties agree that they will comply with all applicable federal, state, and local laws, regulations and codes in the performance of this Agreement.

#### **Section 13 – Entire Agreement**

- a) This Agreement, and the Exhibits attached hereto, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understanding, representation, and/or warranties, both written and oral, among the parties with respect to the subject matter hereof.

#### **Section 14 – Amendments**

- a) The parties may notify each other of proposed changes, or additions to, the scope of this Agreement. Such changes shall become effective only by mutual written agreement by the parties in an amendment hereto.

#### **Section 15 – No Third-Party Beneficiary Rights**

- a) No provision of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of the Agreement or of any one or more of the provisions herein, or otherwise give rise to any cause of action in any person not a party hereto.

#### **Section 16 – Dispute Resolution**

- a) The parties agree that any dispute arising out of or relating to this Agreement – where monetary damages are sought as all or part of the remedy – shall be resolved in accordance with the procedures specified in this Section, which shall be the sole and exclusive procedure for resolution of disputes where monetary damages are sought as part or all of the remedy.
  - i. The parties shall attempt in good faith to resolve any disputes arising out of or relating to this Agreement promptly by negotiation between executives who have the authority to settle the controversy. If the matter has not been resolved within sixty (60) days of the party's request for negotiation, either party may initiate litigation upon ten (10) days' written notice to the other party.

### **Section 17 – Governing Law**

- a) This Agreement, and/or any dispute, controversy or proceeding arising out of or relating to this Agreement, shall be governed by the substantive laws of the State of New York.

### **Section 18 – Exclusive Forum in Designated Courts**

- a) All claims and matters arising out of or related to this Agreement, whether sounding in contract, tort, or otherwise, shall be brought in a court of competent jurisdiction of the State of New York.

### **Section 19 – Representation by Counsel**

- a) The parties acknowledge that: 1) they have had the opportunity to consult with counsel in regard to this Agreement; 2) they have read and understand the Agreement and they are fully aware of its legal effect; and 3) they are entering into this Agreement freely and voluntarily, and based upon each party's own judgment and not on any representations or promises made by the other party, other than those contained in this Agreement.

### **Section 20 – Force Majeure**

- a) No party shall be liable to another party, nor be deemed to have defaulted or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement due to any of the following causes beyond such party's reasonable control:
  - i. acts of God;
  - ii. flood, fire or explosion;
  - iii. war, invasion, riot or other civil unrest;
  - iv. embargoes or blockades in effect on or after the date of this Agreement;
  - v. national or regional emergency;
  - vi. strikes, labor stoppages or slowdowns or other industrial disturbances;
  - vii. shortage of adequate power or transportation facilities; or
  - viii. any other event that is beyond the control of such party.
- b) The party suffering the Force Majeure event shall give notice within ten (10) days of the Force Majeure event to the party to which performance is owed, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure that the effects of such Force Majeure event are minimized.

### **Section 21 – Headings**


- a) The headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

**Section 22 – Counterparts**

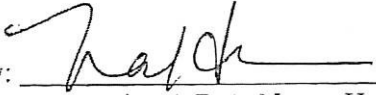
- a) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. Facsimile signatures shall have the same force and effect as originals.

Accordingly, the parties hereto duly execute this Agreement as of the dates indicated below.

**Unified Court System of the State of New York**  
25 Beaver Street  
New York, N.Y. 10004

By:   
Print: Justin Barry, Esq.  
Title: Chief of Administration  
Date: 7/24/2023

**Kings County District Attorney's Office**  
350 Jay Street  
Brooklyn, N.Y. 11201

By:   
Print: Executive A.D.A. Nancy Hoppock  
Title: Chief Assistant District Attorney  
Date:

# **Exhibit A**

## **Budget for the Agreement Between UCS and KCDA**

Manufacturer	Description	Part #	Qty Needed	Cost per item	Total Cost
Dell	Precision i7 workstations - 3460		1	\$1,439.00	\$1,439.00
Dell	22" Dell Monitors	P2219H	6	\$108.89	\$653.34
Dell	24" Dell touch screen monitor	P2418HT	0	\$312.10	\$0.00
Dell	Dell Wireless Keyboard and mouse	KM7321W	2	\$54.29	\$108.58
Dell	55" Dell monitor	C5519Q	2	\$905.69	\$1,811.38
Extreme	5420-48 - Port Switch	5420-48P	1	\$7,500.00	\$7,500.00
Extreme	5420-24- Port Switch	5420-24P	0	\$2,482.14	\$0.00
Extreme	X435 - 24 port switch	X435-24P-4s	0	\$1,009.92	\$0.00
Extreme	Power Cord	1099	1	\$11.89	\$11.89
Extreme	920W PoE PSU	XN-ACPPWR-920W	1	\$558.01	\$558.01
Extreme	X435 - 8port switch	X435-8p-4S	1	\$880.00	\$880.00
Extreme	SFP's for 5420 & X 435	Integra 10065-IO	8	\$50.00	\$400.00
Gvision	55" POE Monitors - Gvision	POE32bd-AS-4000	0	\$2,431.00	\$0.00
Peerless	Wall mount for the 32" Gvision	PA740	0	\$46.44	\$0.00
Epson	Epson DOC Camera	DC-21	1	\$500.00	\$500.00
PTZ Optics	Camera	PT20X-NDI-ZCAM	4	\$900.00	\$3,600.00
PTZ Optics	Camera	PTVL-NDI-ZCAM	0	\$645.03	\$0.00
PTZ Optics	Camera	PT30X-NDI-GY	1	\$1,655.54	\$1,655.54
IPEVO Doc Cam	Camera		0	\$196.95	\$0.00
Peerless	LCD Mount with desk clamp	LCT100S	2	\$75.00	\$150.00
Ergomart	Low profile Mount	SL102-100	4	\$77.70	\$310.80
Peerless	Flatpanel Cart	SR560M	0	\$440.79	\$0.00
Peerless for 55" monitor	Articulating Wall Mount	SA771PU	2	\$363.74	\$727.48
Beetronics	15" Non-touchscreen	15HD7M	2	\$451.10	\$902.20
Beetronics	15" Touch screen	15TS7		\$458.64	\$0.00
Beetronics	12" Non-touchscreen	12HD7M	0	\$349.17	\$0.00
Beetronics	19" non-touchscreen	19HD7M	10	\$550.00	\$5,500.00
Beetronics	22" Touch Screen	22TS7M	1	\$700.00	\$700.00
Magewell	Magewell USB Capture - 32040	32040	1	\$275.72	\$275.72
Magewell	Magewell Encoders - 64050	64050	5	\$425.00	\$2,125.00
Magewell	Magewell Decoders - 64100	64100	20	\$425.00	\$8,500.00
Kinivo	5port HDMI Switch - Kinivo		2	\$64.34	\$128.68
Icron	Icron USB 2.0 extender	2304	2	\$530.53	\$1,061.06
AV Access	1x4 HDMI Splitter	4KSP14-D	2	\$24.16	\$48.32
Chief	Pole Mounts for Jury Box	various			
Videosecu	Videosecu mounts - Box Camera Mounts	MCB1W	4	\$9.99	\$39.96
Huddlecum	Huddlecum mounts - PTZ 30x Optics	HCM-1	1	\$30.39	\$30.39
CentroPower	PoE Extender	POE-EX2005-4P-60W	14	\$53.30	\$746.20
Ruban	Cable locks to secure monitors	8541558657	5	\$18.99	\$94.95
Texas POE	POE to AC Power Splitter	GAT-24v25w	10	\$30.99	\$309.90
Onite	20AWG 3ft DC (2pack)	X001C42DFJ	10	\$6.99	\$69.90
McMaster-Carr	screws (25 pk) for Magewell + shipping	94105A538	1	\$6.71	\$6.71
TrippLite	1ft HDMI Patch Cables	P569-001	20	\$3.80	\$76.00
TrippLite	3ft HDMI Patch Cables	P568-003-BK-GRP	20	\$4.38	\$87.60
TrippLite	6ft HDMI Patch Cables	P568-006-BK-GRP	10	\$4.80	\$48.00
TrippLite	3ft Cat6 Patch Cables	N200-003-BK	20	\$1.92	\$38.40
TrippLite	6ft Cat6 Patch Cables	N200-006-BK	10	\$2.39	\$23.90
American Time	15" POE Clock (+ 90.00 shipping)	PE66BAPD304	1	\$210.95	\$210.95
Apple	Apple Lightening to HDMI Converter dongle	MD826AM/A	1	\$59.00	\$59.00
Monoprice	3ft Display Port to HDMI Converter Cable - 10 pk	13359	1	\$59.99	\$59.99
Plugable	USB 2.0 extension cable 5M	USB2-5M	1	\$17.77	\$17.77
Plugable	USB 2.0 extension cable 10M	USB2-10M	1	\$22.72	\$22.72
Orico	USB 3.0 Hub	M3H4-VI	2	\$18.99	\$37.98
Cudy	90W POE++ injector	POE350	0	\$79.90	\$0.00
Chief	36" Speed-Connect Fixed Extension Column	CMS-036	4	\$33.58	\$134.32
Chief	Kontour KO Pole Mount	KOP100B	4	\$99.81	\$399.24
Chief	4" Ceiling Plate	CMA-105	4	\$30.77	\$123.08
Chief	Kontour KO Wall Mount	KOW100B	4	\$148.80	\$595.20
Chief	Vinyl Cap (10-Pack)	CMA278	1	\$24.09	\$24.09
Epiphan	Pearl Mini Live Video Production System	ESP1440	1	\$3,495.00	\$3,495.00
Sennheiser	EW-DX MKE 2-835-S Dual Channel Wireless Mic Sys	EWDX MKE 2 / 835S Set (Q19)	1	\$2,191.34	\$2,191.34
Sennheiser	EW-D Charging Set	EW-D Charging Set	1	\$129.60	\$129.60
Displays2Go	TV stand with wheels, height adjustable - Silver	MB1030SLV	2	\$193.99	\$387.98

XFX	Radeon RX 6400 SWFT105 Graphics Card	RX-64XL4SFG2	1	\$155.65	\$155.65
Audio					
Williams Sound	IR T2 emitter	IR T2	1	\$450.18	\$450.18
Williams Sound	2-bay chargers	CHG 3502	1	\$64.00	\$64.00
Williams Sound	Body pack receiver	WIRRX22	2	\$129.49	\$258.98
Williams Sound	Neckloop	NKL-01	1	\$38.99	\$38.99
Williams Sound	Headphones	HED 027	2	\$16.02	\$32.04
Williams Sound	Rechargeable batteries	BAT 026-2	2	\$9.79	\$19.58
Total					\$50,026.59