

**ELECTRONIC EQUIPMENT ADDENDUM TO AGREEMENT**

This **ELECTRONIC EQUIPMENT ADDENDUM TO AGREEMENT** effective as of \_\_\_\_\_, 20\_\_ ("Equipment Addendum"), modifies that certain Consultant Services Agreement effective \_\_\_\_\_, 20\_\_ ("Agreement"), by and between the **COUNTY OF ORANGE**, a municipal corporation and a county of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York 10924 ("COUNTY"), and \_\_\_\_\_, an individual, with an address of \_\_\_\_\_ ("CONSULTANT"). COUNTY and CONSULTANT may be referred to individually as a "Party" or collectively as the "Parties."

1. The following provision is hereby added to the Agreement as Article 37:

**ARTICLE 37. ELECTRONIC EQUIPMENT**

CONSULTANT hereby acknowledges receipt of the following electronic equipment on loan from COUNTY's Department of Social Services ("OCDSS");

- (a) \_\_\_\_\_ – Identification No. \_\_\_\_ ("Laptop"); and
- (b) \_\_\_\_\_ – Identification No. \_\_\_\_ ("Phone," which together with Laptop may be collectively referred to as the "Equipment").

COUNTY is providing the Equipment to be used exclusively by CONSULTANT and solely in connection with CONSULTANT's performance of Services under this Agreement. CONSULTANT shall not use the Equipment for any personal or leisure use. CONSULTANT shall not permit or allow any individual to use or have access to the Equipment at any time. CONSULTANT shall ensure that the Equipment is maintained in a secure location and not accessible to any individual or entity when not in use. If CONSULTANT fails to comply fully with the requirements set forth in this Article 37, COUNTY shall have the right to demand the immediate return of the Equipment and terminate this Agreement, effective immediately.

CONSULTANT shall use and maintain the Equipment in accordance with all COUNTY policies, procedures, rules, guidelines, and maintenance instructions, and in compliance with all applicable Federal and State laws, rules, and regulations pertaining to privacy, confidentiality, data security, electronic communications, social media, and similar matters.

CONSULTANT shall not misuse or abuse the Equipment including, but not limited to, subjecting the Equipment to excessively hot or cold temperature, moisture, charging the Equipment in non-surge protected outlets, connecting the Equipment to unsecure/unknown WIFI networks, using the Equipment for personal use, leaving the Equipment accessible to third parties, etc.

CONSULTANT shall at all times keep affixed labels to show COUNTY's ownership interest in the Equipment and shall not affix any stickers, labels, etc. to the Equipment without COUNTY's prior written approval.

CONSULTANT shall not install any software, applications, or other materials, via download or otherwise, to the Equipment.

Upon discontinuance of Services by CONSULTANT under this Agreement, or upon demand of OCDSS, CONSULTANT shall immediately return the Equipment to OCDSS in good working condition, subject only to reasonable wear and tear.

COUNTY shall bear all costs associated with the repair and service to the Equipment for the term of this Agreement, with the exception of any costs associated with CONSULTANT's misuse or abuse of the Equipment for which the CONSULTANT alone shall be fully responsible, up to the replacement value of the same or equal Equipment.

NOTWITHSTANDING ANY OTHER INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, CONSULTANT SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY FROM ANY CLAIMS, LOSSES, FINES, PENALTIES, COSTS AND EXPENSES ARISING OUT OF CONSULTANT'S AND/OR ITS SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, CONTRACTORS OR AGENTS ACTS OR OMISSIONS THAT RESULT IN A DATA BREACH INVOLVING COUNTY AND/OR COUNTY'S CLIENT'S DATA, INCLUDING, BUT NOT LIMITED TO, COST AND EXPENSES RELATED TO LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES), REASONABLE INCIDENT RESPONSE CONSULTANT FEES, NOTIFICATION, HELP LINES, IDENTITY RESTORATION, CREDIT MONITORING, FINES, AND PENALTIES.

2. By execution of this Equipment Addendum, the parties hereto agree to the foregoing modifications to the Agreement.

3. Except as modified by this Equipment Addendum, the Agreement shall remain unchanged and in full force and effect. The terms used in this Equipment Addendum, unless otherwise defined herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Equipment Addendum and the Agreement, the terms and conditions of this Equipment Addendum shall control.

**IN WITNESS WHEREOF**, the parties have caused this Equipment Addendum to be executed by their duly authorized officers as of the date first set forth above.

**COUNTY OF ORANGE**

\_\_\_\_\_

By: \_\_\_\_\_  
Stefan ("Steven") M. Neuhaus  
County Executive

By: \_\_\_\_\_